

July 13, 2020 - Vancouver City Council Meeting Minutes

WORKSHOPS

Workshops were conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting via the live broadcast on www.cvtv.org and CTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS, or listen via the GoToMeeting conference call.

4:00-4:30 p.m. 2020 First Supplemental Budget

Natasha Ramras, Chief Financial Officer, 487-8484

Summary

Staff provided Council with an overview of the proposed first supplemental budget for 2020.

4:30-6:00 p.m. The Heights District Plan

Chad Eiken, Community and Economic Development Director, 487-7882; Rebecca Kennedy, Long Range Planning Manager, 487-7896

Summary

Staff provided Council with an update on the Heights District planning effort as part of a series of workshops prior to consideration of adoption of the Heights District Plan. This session focused on an introduction and overview of the project and the Environmental Impact Statement process; review of land use and parks and open space elements of the plan.

COUNCIL CONSENT AGENDA MEETING

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

Call to Order and Roll Call

The Consent Agenda meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. The meeting was conducted remotely over video conference.

Present: Councilmembers Fox, Paulsen, Lebowsky, Glover, Stober, Hansen, Mayor McEnerny-Ogle

Absent: None

Also present on the call were the following: Eric Holmes, City Manager; Jonathan Young, City Attorney; Amanda Delapena, Assistant to the City Council; Brian Carlson, Interim Deputy City Manager; Linda Carlson, Property Management Specialist; Chad Eiken, Community and Economic Development Director; Sheryl Hale, Senior Engineering Supervisor; Julie Hannon, Parks and Recreation Director and Incident Commander for the City's COVID-19 Response; Rebecca Kennedy, Long Range Planning Manager; Joe Molina, Vancouver Fire Chief; Natasha Ramras, Chief Financial Officer; Brian Potter, Operations Superintendent; Peggy Sheehan, Community Development Programs Manager; Bryan Snodgrass, Principal Planner; Dan Swensen, Interim Public Works Director; members of the public.

Citizen Communication (Items 1-9) - see general protocol above

Mayor McEnerny-Ogle opened Citizen Communication and received the following testimony:

- Peter Bracchi, Vancouver, spoke regarding Item 2 and expressed concerns regarding unauthorized camping near Burnt Bridge Creek resulting in pollution of the creek.

Mayor McEnerny-Ogle noted the Council had received three written comments in support of Item 7 and one written comment in support of Item 8 (attached).

Receiving no further testimony, Mayor McEnerny-Ogle closed Citizen Communication.

Consent Agenda (Items 1-9)

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

1. Bid Award - Central Vancouver North Phase 1 Sewer Improvements

Staff Report 077-20

Summary

The Central Vancouver North Phase 1 project is proposed to be constructed under the Sewer Connection Incentive Program (SCIP). This project will provide reliable sewer service to 26 parcels by installing approximately 2,700 linear feet of 8-inch gravity sewer mains and 120 linear feet of pressure sewer main in NE 46th Street, NE 22nd Court, NE 54th Street and NE Drexel Avenue.

On June 16, 2020, the City received 6 bids for the subject project. The bids ranged between \$670,000 and \$966,000. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
<i>Advanced Excavating Specialists, LLC, Longview, WA</i>	<i>\$670,847.73</i>
<i>Folden Construction, Vancouver, WA</i>	<i>\$751,859.68</i>
<i>Tapani, Inc., Battle Ground, WA</i>	<i>\$785,755.63</i>
<i>Clark and Sons Excavating, Inc, Battle Ground, WA</i>	<i>\$849,671.64</i>
<i>Nutter Corporation, Vancouver, WA</i>	<i>\$868,234.22</i>
<i>C & R Tractor, Kelso, WA</i>	<i>\$966,049.94</i>
<i>Engineers' Estimate</i>	<i>\$675,000.00</i>

Based on the amount of the bid, this project falls within the \$500,000 to \$1,500,000 limits, which requires a minimum apprenticeship utilization of 3%.

Request: Award a construction contract for the Central Vancouver North

Phase 1 Sanitary Sewer Improvement project to the lowest responsive and responsible bidder, Advanced Excavating Specialists of Longview, WA at their bid price of \$670,847.73, which includes Washington State sales tax, and authorize the City Manager to take on the City's behalf any and all legal action necessary to enforce the terms thereof.

Sheryl Hale, Senior Engineering Supervisor, 487-7151

Motion approved the request.

2. Renewal of the Cooperative Service Agreement with the United States Department of Agriculture (USDA).

Staff Report 078-20

Summary

In order to properly manage City of Vancouver property, recreational activity and public assets, at times the City must manage aquatic mammals and other nuisance wildlife. The City of Vancouver will utilize Clark County Animal Control, Washington Department of Fish and Wildlife (WDFW), and a contract with the USDA to manage the variety of wildlife and situations. Most of the wildlife management occurs within the Burnt Bridge Creek Greenway.

The Burnt Bridge Creek Greenway restoration effort has been underway since 2005. The continuous restoration effort has made significant improvements toward the goal of transforming the once degraded greenway into a vibrant, sustainable, ecosystem. More than 230,000 native trees, 360,000 native shrubs, and 380,000 herbaceous varieties have been planted through the City's Stormwater Program. These plantings are providing replacement non-native vegetation shade, and improving the creek's water quality and temperature.

This plant material is also a primary food source for the aquatic rodent, nutria. A great loss of these plantings and an explosion of the nutria population would result if nutria control was not a part of the overall greenway restoration program.

Nutria are considered an invasive wildlife species, both harmful to aquatic and riparian ecosystems. Nutria have been found to out-compete native muskrat. Their tunneling can cause damage to berms and dikes. They cause severe damage to plants and trees, and they decimate creek invertebrate populations.

In addition to nutria and muskrat, beaver tend to destroy both new and established plant stock, while also blocking waterways, leading to flooding,

erosion and potential asset damage.

The USDA is the ideal partner to perform these services. USDA has staff dedicated to wildlife control programs, working in coordination with the WDFW. They have regional experience in wildlife issues and are sensitive to the entire spectrum of environmental issues and laws.

Request: Authorize the City Manager or his designee to sign a Cooperative Service Agreement, and related attachments, with the United States Department of Agriculture - Animal and Plant Health Inspection Service Wildlife Service, and take any and all legal action necessary to enforce the terms thereof.

Brian Potter, Operations Superintendent, 487-8323

Motion approved the request.

3. Renewal of Residential Leases for two Park properties (East Biddle Lake and Property Adjacent to Benjamin Franklin Elementary School)

Staff Report 079-20

Summary

East Biddle Lake

The City of Vancouver purchased an in-holding of 1.61 acres adjoining the eastern boundary of Columbia Springs in 2013 utilizing Park Impact Fee funding. After formal termination of a life tenancy in 2016, possession transitioned to the City. The intent of the purchase was to provide urban park opportunities for the surrounding neighborhood as well as expand opportunities for environmental education in partnership with Columbia Springs. The City has leased the residential structure on the property since receiving ownership in 2016.

The City and Columbia Springs entered into a Memorandum of Understanding (MOU) detailing potential transition of site management and maintenance to Columbia Springs upon entering into a long-term lease agreement. Implementation of a future lease agreement requires demonstration of plans for interim and long-term use (including how the site will serve neighborhood park purposes), how both City properties will be incorporated into the Columbia Springs master plan, as well as proposed site improvements, management, operations and funding.

Columbia Springs continues its planning processes to update its master plan, determine a sustainable use for the property, and secure funding for

site improvements, maintenance and operations consistent with the intent of the MOU. However, Columbia Springs is not yet in a position to take over management of this site. In order to provide continued caretaker presence, grounds maintenance and prevent vagrancy and vandalism issues, staff recommends an additional 24-month lease of the East Biddle Lake residence and associated property. The residential lease is for \$1,320 per month, includes a 2% increase for year 2 and includes the responsibilities for site maintenance.

Parcel near Benjamin Franklin Elementary School

This parcel was purchased in 2002 in coordination with Columbia Land Trust for a future neighborhood park. Park Impact Fees and a state grant supported the land acquisition. The City has leased the residential structure on the property since the original purchase.

In order to provide continued caretaker presence, grounds maintenance, and prevent vagrancy and vandalism issues, staff recommends an additional 36-month lease of this residence and associated property. The residential lease is for \$1,500 per month, includes 2% annual escalations and includes responsibilities for site maintenance.

Request: Authorize the City Manager, or his designee, to execute documents for Real Estate Lease for East Biddle Lake and the parcel near Benjamin Franklin Elementary School and take any and all legal action necessary to enforce the terms thereof.

Linda Carlson, Property Management Specialist, 487-8496

Motion approved the request.

4. 2020/21 Limited Tax General Obligation (LTGO) Refunding Bonds

Staff Report 080-20

AN ORDINANCE of the City of Vancouver, Washington, providing for the issuance and sale of up to \$16,000,000 limited tax general obligation refunding bonds of the City in one or more series and delegating authority to approve the final terms of said bonds.

Summary

In December 2010, the City issued \$13,410,000 in Limited Tax General Obligation (LTGO) and Refunding bonds to partially refinance the 2001 LTGO bonds and to provide funding to purchase City Hall at 415 W. 6th Street. The bonds have an average interest rate of 4.502%, and currently \$7.99 million is outstanding. Of this, approximately \$7.65 million in existing

bonds will be refunded by issuing approximately \$6.9 million in refunding bonds. Overall, by refinancing the bond issue, the City will realize more than \$2 million in debt service savings over the life of the bond issue, or about \$132,000 per year. The net present value savings is approximately \$1.77 million. The average interest rate on the refunding bonds is estimated to be 2.15% compared to approximately 4.5% on the old bond issue. General tax revenues in the General Fund support the debt service payments for this bond issue. The final maturity of this bond issue is December 1, 2035.

In June 2011, the City issued \$9,600,000 in LTGO bonds (2011A) and \$915,000 in LTGO taxable bonds (2011B) for a combined total of \$10,515,000. The 2011B taxable bonds were paid off in December 2015. The proceeds of both series were used to fund transportation projects, including the Waterfront Access Project. The bonds have an average interest rate of 3.93%, and currently \$8.03 million is outstanding. Of this, approximately \$7.29 million in existing bonds will be refunded by issuing approximately \$7.495 million in refunding bonds. Overall, by refinancing the bond issue, the City will realize more than \$870,000 in debt service savings over the life of the bond issue, or about \$60,000 per year. The net present value savings is \$719,000. The average interest rate on the refunding bonds is estimated to be 2.75% compared to approximately 3.93% on the old bond issue. Debt service is supported by the General Fund up to \$220,000 per year from the Local Revitalization Financing sales tax credit, and the remaining annual debt service is supported by the increased property and sales tax revenues from the Waterfront development. The final maturity of this bond issue is December 1, 2035. The new refunding bonds for this issue are anticipated to settle in 2021.

The ordinance allows for the not-to-exceed amount to be greater than the actual amount estimated to be issued, simply to provide flexibility for the bond sales. Depending on market conditions, the City could elect to issue bonds through a public sale, or through private placement, or a combination of both to maximize the savings.

Request: On Monday, July 13, 2020, approve ordinance on first reading, setting date of second reading and public hearing for Monday, July 20, 2020.

Carrie Lewellen, City Treasurer, 487-8482

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

Motion approved the request.

5. **2020 First Supplemental Budget**

Staff Report 081-20

AN ORDINANCE relating to the 2019-2020 Biennial Budget and making various appropriations in various funds; declaring an emergency.

Summary

The first supplemental budget of 2020 includes mostly administrative, grant funded items and an appropriation to refinance one current bond issue in 2020 at lower rates.

The recommended expenditure appropriation increase for the City's Operating and Capital funds included in the 2020 First Supplemental Budget totals \$50.4 million. Of this amount, \$45.0 million is related to the Operating budget, and \$5.4 million relates to changes in the Capital budget and supporting transfers. The net impact on all City resources is a decrease of \$2.5 million in the City's resources; the net impact on the General Fund is a \$5 million decrease to the fund balance.

The total Operating budget appropriation change in the General, Street and Fire funds represents an increase of \$19.0 million. The remaining \$26.0 million increase relates to changes in other funds.

Cost-neutral appropriation adjustments include the following major items:

- Appropriation increase funded by the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funding, including new to the City COVID-related leave costs, additional janitorial costs for all City facilities and vehicles, information technology related costs to accommodate City staff working remotely, building modifications to enhance employee and customer safety and costs of managing this prolonged emergency. The total cost related to the General Fund is \$4.3 million, with the balance of the \$5.6 million funding going to other City operating funds that have incurred those costs and are anticipated to incur costs through the end of October 2020.*
- Appropriation increase of \$0.8 million funded by a state grant to cover pre-construction costs of the ground floor commercial space for a new building located in the Fourth Plain corridor. The building will serve as an incubator for developing future businesses in the corridor.*
- Appropriation increase of \$0.8 million funded by the Assistance to Firefighters (AFG) federal program to purchase replacement personal self-contained breathing apparatus (SCBA) units that are nearing their useful life.*
- Numerous other minor Fire grants totaling \$0.6 million including Hazmat training and the program Project Home Safe focused on fire prevention.*
- Funding from the Clark County Fire District 5 of \$0.6 million to*

continue Fire Academy for the remainder of 2020.

- *Numerous Police grants totaling \$0.7 million, including a new grant to enhance mental health field response in partnership with SeaMar.*

Major administrative adjustments include:

- *Additional budget to cover the cost of labor contract settlements in Fire totaling \$3.1 million mostly attributed to increase in the cost of overtime resulting from a change in the length of the work week, cost of leaving adjustments for 2020 and the increased cost of health care coverage. The cost increase in Fire is funded by an increased transfer from the General fund.*
- *True-up of departmental budgets for grounds and facilities work totaling \$2.7 million. This dollar amount represents a two-year catch up in cost reimbursement for facilities and grounds maintenance.*
- *An accounting adjustment of \$2.6 million to record the capital lease obligation for the new Police Headquarters building.*
- *A one-time increase in energy costs budget resulting from the delays in the LED streetlight replacement project of \$0.9 million. The project is on track to be completed in August of 2020, so the savings will be reflected in the 2021 budget.*

The remaining total of \$26.0 million in appropriation increase relates to changes in other operating City funds. Major changes are summarized below:

- *An accounting adjustment of \$11.4 million, resulting from the updated way of reporting the school impact fees that the City collects on behalf of the school districts. A recent change in Governmental Accounting Standards Board resulted in the need for the City to reflect School Impact Fees as revenues and expenditures in the City's General Ledger. The result is the need to increase an appropriation for a two year time period by \$11.4 million. There is no net impact from this change to the City.*
- *The recessionary environment has created an opportunity to refinance one of the outstanding City bonds at lower rates. The supplemental includes an appropriation increase of \$8.05 million to refund the bonds. The City is anticipated to realize significant savings of \$2.3 million, (or \$2.1 million in net present value (NPV)) over the remaining life of the bonds.*
- *An administrative budget true-up in Storm Water City Utility tax payment to General Fund of \$1.1 million, reflecting actual appropriation need.*
- *Additional budget of \$0.8 million in the Community Development Block Grant (CDBG) fund, funded by the CDBG - CV CARES Act grant allocation.*
- *Other grant related increases totaling \$0.9 million across CVTV, CDBG and Solid Waste's Talking Trash programs.*

The total Capital Budget appropriation of \$5.4 million (including internal transfers) is included in the First Supplemental of 2020. Expenditures by project are outlined in Attachment C to the ordinance. Following are some major projects included by functional area:

- *General/Facilities major capital projects totaling \$2.7 million*
 - *\$0.5 million to replace roofs on Officer's row offset with a grant from the Washington State Historical Society.*
 - *Pearson Airport taxiway and Apron Rehabilitation project funded fully with federal aviation and CARES grants of \$1.7 million.*
 - *Land Bridge Maintenance project of \$0.5 million, funded by the franchise fees from the Historic Trust.*
- *Parks capital projects totaling \$1.2 million for:*
 - *True-up of the Dubois and Summers Walk projects totaling \$0.3 million funded with parks impact fees.*
 - *True-up of \$0.9 million for North Image Neighborhood Park Expansion funded with parks impact fees.*
- *Transportation capital projects changes totaling \$1.2 million include:*
 - *A reduction of \$2.9 million in a number of projects due to the impact of the passing of the I-976 initiative. Major projects impacted are:*
 - *Traffic Signal and Lighting Sustainability of \$0.9 million*
 - *Transportation System Plan Update of \$0.6 million*
 - *NE 18th St – 97th Ave to 107th Ave of \$0.5 million*
 - *Non-Programmed Safety reduction of \$0.2 million*
 - *Evergreen Highway Trail Phase II and Chelsea to Image reduced by \$0.1*
 - *An increase to current projects totaling \$4.0 million is highlighted:*
 - *SE 1st St – 164th to 192nd of \$2.0 million, funded by the Transportation Benefit District*
 - *Devine Pedestrian Improvements - Mill Plain to 18th of \$1.0 million, fully funded by a grant from the Transportation Improvement Board (TIB) and a state grant for pedestrian safety.*
 - *NW Neighborhood Connectivity (NW 43rd Street to NW 53rd Street Lincoln Sidewalks) of \$0.5 million, funded by a federal grant for the construction phase.*
 - *Mill Plain Blvd – 104th to NE Chkalov Dr. of \$0.4 million being funded by the pavement management program.*
- *Appropriation adjustments totaling \$0.8 million in Surface Water projects all supported by grant funding. The largest of those is a grant for \$0.4 million for improving water quality and habitat conditions in the Burnt Bridge Creek watershed with support from the Lower Columbia Fish Recovery Board Grant.*

Attachment B of the ordinance outlines changes to FTEs, with an overall

increase of 0.75 FTE recommended in the First Supplemental of 2020. Major changes from the Attachment B are listed below:

- Extend 0.75 limited-term FTE to support Commute Trip Reduction program supported by grant revenue. The grant funding was renewed through June 2021.*
- Transfer of 1.0 limited term FTE (Code Compliance Officer), created as a new position in the 2019-2020 budget as part of HART team, from the Community & Economic Development Department to Public Works.*

Request: On Monday, July 13, 2020, approve ordinance on first reading, setting date of second reading and public hearing for Monday, July 20, 2020.

Natasha Ramras, Chief Financial Officer, 487-8484

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

Motion approved the request.

6. **AHF Contract - Palindrome Limited Partnership - Residences at Arnada**

Staff Report 082-20

Summary

Palindrome Limited Partnership (a development entity formed by Palindrome Communities LLC) is developing the mixed-income Residences at Arnada located on the block bordered by D Street, E Street, 15th Street and 16th Street. The project consists of development of 83 units (eight studios, 45 one-bedrooms, 29 two-bedrooms and one three-bedroom unit) contained in one four-story and one five-story apartment building with surface parking. The project will include 12 units at 50% AMI, 30 units at 80% AMI, and 41 market-rate units.

City Council approved Affordable Housing Fund awards for this project totaling \$850,000. The award includes \$500,000 approved in October 2017 and \$350,000 approved in February 2019. These funds are from the 2017 and 2018 levy funds respectively.

Per the Affordable Housing Fund guidelines, 12 units will be restricted to households earning up to 50% AMI throughout the 20-year affordability period. Palindrome Limited Partnership is also applying for a 10-year Multifamily Tax Exemption. In addition to the designated AHF units, at least 17 units will need to be affordable at 80% AMI for 10 years.

Affordable Housing Funds will be used for non-construction development

costs. Construction is anticipated to begin in fall of 2020.

Note: The project site currently includes multiple small lots that are being combined into one parcel. The City's AHF covenant will be updated with the new parcel number and address when available.

Request: Authorize the City Manager or his designee to execute the Affordable Housing Fund contract with Palindrome Limited Partnership for Residences at Arnada and approve any subsequent legal action necessary to enforce the terms of the same.

Peggy Sheehan, Community Development Programs Manager, 487-7952

Motion approved the request.

7. AHF Contract - Consortium Rental Assistance

Staff Report 083-20

Summary

City Council voted June 1, 2020 to award \$2.7 million in 2019-2020 Affordable Housing Funds to the Council for the Homeless/Share Consortium. The Consortium will provide move-in, rent and utility assistance along with services to help program participants' access housing and work toward self-sufficiency. The program will serve an estimated 600 households experiencing or at risk of homelessness over a 24-month period.

The Consortium consists of nine member agencies: Council for the Homeless, Share, Janus Youth, Impact NW, Lifeline Connections, Clark County Volunteer Lawyers Program, Boys and Girls Clubs of Southwest WA, YWCA Clark County and Clark College. The first five agencies provide assistance ranging from one-time move-in costs to 12 months of housing subsidy with self-sufficiency services. Clark County Volunteer Lawyers Program will provide legal assistance to program participants to remove barriers to stable housing. Clark College will conduct outreach and refer Clark College students who need rental assistance and move-in support. The Boys and Girls Clubs of Southwest WA and YWCA Clark County will provide referrals and specialized services to the Consortium participants, but will not receive any Affordable Housing Funds. Council for the Homeless and Share will serve as the Consortium's administrative and fiscal agents, respectively.

The funding is to be contracted in two parts. At this time, staff requests Council approval of the first contract:

- *First contract of \$1.35 million from 2019 AHF to serve an estimated 300 households from July 2020-June 2021; and*
- *Second contract of \$1.35 million from 2020 AHF to serve an estimated 300 households from July 2021-June 2022. Execution of the second contract will be subject to the Consortium's performance and continued strength of Affordable Housing Fund levy collection.*

Note: The Salvation Army will also receive an Affordable Housing Fund contract for \$150,000 to provide rental assistance and services to 10 families over the next year.

Request: Authorize the City Manager or his designee to execute the Affordable Housing Funding contract with the Consortium to deliver rental assistance and services and approve any subsequent legal action necessary to enforce the terms of the same.

Peggy Sheehan, Community Development Programs Manager, 487-7952

Motion approved the request.

8. AHF Contract - Community Roots Collaborative - 69th Circle Development Phase 2

Staff Report 084-20

Summary

The City of Vancouver awarded \$600,000 to Community Roots Collaborative for the 69th Circle Development, located at 1901 NW 69th Circle, Vancouver, WA 98663. The funding is being contracted in two phases.

In Phase 1 of the project, the City provided a \$100,000 contract to Community Roots to assist with purchase of the property and rehabilitation of the existing four-bedroom home. The City has a covenant on the four units requiring them to remain affordable at 50% AMI for 20 years.

In Phase 2, Community Roots Collaborative will work with the developer, Ginn, to complete site work and add 20 small prefabricated modular homes to the property. All units are intended to serve individuals earning up to 50% AMI with a focus on individuals exiting homelessness. Ginn will oversee project management from planning and permitting through the construction process.

The \$500,000 Affordable Housing Fund award for Phase 2 will be used for on-site construction, purchase of the modular homes, and other development costs. Seven modular units will be AHF-designated and restricted to households earning up to 50% AMI throughout the 20-year affordability period. This project falls within the \$500,000 to \$1,500,000 limits and requires a minimum apprenticeship utilization of 3%.

City staff is working with Community Roots Collaborative to receive additional project funding with the most favorable terms available. Potential partners are Craft3, the Washington Department of Commerce modular housing grant opportunity, Enterprise Capital, and the Washington Community Reinvestment Association. No Affordable Housing Funds will be disbursed to Community Roots Collaborative until all funding sources have been committed.

Request: Authorize the City Manager or his designee to execute the Affordable Housing Funding contract with Community Roots Collaborative for the Community Roots 69th Circle Development and approve any subsequent legal action necessary to enforce the terms of the same.

Peggy Sheehan, Community Development Programs Manager, 487-7952

Motion approved the request.

9. Approval of Claim Vouchers

Request: Approve claim vouchers for July 13, 2020.

Motion approved claim vouchers for July 13, 2020, in the amount of \$1,569,026.19.

Citizen Forum (up to 90 minutes)

This is the place on the agenda where the public is invited to speak to Council regarding any issue. Up to 90 minutes will be allotted for the Citizen Forum. Each speaker must register in advance, per the general protocol outlined at the top of this agenda. Detailed instructions and protocol will be provided to registered speakers once the advance registration closes. Each speaker shall have one opportunity to address the Council. Citizens testifying are asked to

limit testimony to three minutes.

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

- Cheryl Aichele, Vancouver, urged the Council to continue to hold Citizen Forums remotely and designate this portion of the agenda as essential.
- Jean Avery, Vancouver, spoke in support of the City's temporary moratorium on large-scale fossil fuel facilities.
- Karen Madsen, Vancouver, urged the City to do whatever possible to support the arts and culture community that has been hurt by the pandemic.
- Jesse Brakefield, spoke in support of the City's temporary moratorium on large-scale fossil fuel facilities.
- Steve Campana, spoke in support of the City's temporary moratorium on large-scale fossil fuel facilities.
- Deborah Carol, spoke in support of the City's temporary moratorium on large-scale fossil fuel facilities.
- Caleb Ceravolo, Ridgefield, WA, spoke in support of the City's temporary moratorium on large-scale fossil fuel facilities.
- Caroline Ceravolo, Ridgefield, WA, spoke in support of the City's temporary moratorium on large-scale fossil fuel facilities.
- Tracy Ceravolo, Ridgefield, WA, spoke in support of the City's temporary moratorium on large-scale fossil fuel facilities.
- Cathryn Chudy, Vancouver, spoke in support of the City's temporary moratorium on large-scale fossil fuel facilities.
- Heidi Cody, Vancouver, spoke in support of the City's temporary moratorium on large-scale fossil fuel facilities.
- Annalee Damman, Vancouver, spoke in support of the City's temporary moratorium on large-scale fossil fuel facilities.
- Phillip Englund, Vancouver, representing the Sunrise Movement SW WA, spoke in support of the City's temporary moratorium on large-scale fossil fuel facilities.
- Maria Ernst, Vancouver, spoke in support of the City's temporary moratorium on large-scale fossil fuel facilities.
- Peter Fels, Vancouver, spoke in support of the City's temporary

moratorium on large-scale fossil fuel facilities; he commended City Attorney Jonathan Young's response to a group of demonstrators who had protested outside his home and the home of a member of the City Attorney's Office.

- Meridian Green, Vancouver, spoke in support of the City's temporary moratorium on large-scale fossil fuel facilities.
- Janet Hedgepath, Vancouver, spoke in support of the City's temporary moratorium on large-scale fossil fuel facilities.
- Nancy Helget, Vancouver, spoke in support of the City's temporary moratorium on large-scale fossil fuel facilities.
- Alicia Nilo, Vancouver, representing Artstra, spoke in support of the building of an arts facility.
- Alona Steinke, Vancouver, spoke in support of the City's temporary moratorium on large-scale fossil fuel facilities.
- Don Steinke, Vancouver, spoke in support of the City's temporary moratorium on large-scale fossil fuel facilities; he thanked the City for its response to the pandemic and for enforcing policies from the Health Department.
- Jan Verrinder, Vancouver, spoke in support of the City's temporary moratorium on large-scale fossil fuel facilities; she also thanked the City for its response to the pandemic and the Council's statement regarding racial justice.
- Ryan Welch, Vancouver, representing Skyview High School International Teens Upholding Nature Association, spoke in support of the City's temporary moratorium on large-scale fossil fuel facilities.
- Monica Zazueta, Vancouver, representing Sunrise Movement and the Sierra Club, spoke in support of the City's temporary moratorium on large-scale fossil fuel facilities.
- Don Orange, Vancouver, spoke in support of the City's temporary moratorium on large-scale fossil fuel facilities.
- Diana Perez, Vancouver, thanked the Council for its recent statement regarding racial justice, and noted that people of color are being most significantly impacted by the pandemic.
- Danielle Jokela, Vancouver, echoed Ms. Perez's comments and stated every City and Council policy should be made through the lens of working toward ending systemic racism.
- Ed Hamilton Rosales, Vancouver, representing SW Washington

LULAC, spoke regarding the Police Executive Research Forum's recent analysis and report regarding the Vancouver Police Department's (VPD) use of force. He requested that a citizen's oversight committee be convened that is provided the authority to provide policy direction.

- Sammi Grieger, Vancouver, spoke in support of the City's temporary moratorium on large-scale fossil fuel facilities; she expressed appreciation for the Council's statement on racial justice but expressed concerns the statement did not specifically call out police brutality.
- Marsha Joslin, Vancouver, announced she is forming a foundation called Love, Truth and Justice to advocate for and empower people of color; she urged the City to reserve budget to be invested in communities of color in Vancouver.
- Aaron Davis, Vancouver, urged the City to redistribute funding from the police department to support communities of color, and enact a strict framework of accountability for police officers.
- Dan Serres, Portland, Oregon, representing Columbia Riverkeeper, spoke in support of the City's temporary moratorium on large-scale fossil fuel facilities.
- Kristen Edmark, Battle Ground, WA, spoke in support of the City's temporary moratorium on large-scale fossil fuel facilities.

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

Adjournment

8:10 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

From: [City of Vancouver - Office of the City Manager](#)
Cc: [Delapena, Amanda](#)
Subject: FW: Please approve the Consortium Rental Assistance-AHF Contract
Date: Friday, July 10, 2020 11:49:27 AM
Importance: High

From: joancaley@comcast.net [REDACTED]
Sent: Friday, July 10, 2020 11:33 AM
To: City of Vancouver - Office of the City Manager
Subject: Please approve the Consortium Rental Assistance-AHF Contract
Importance: High

To: Vancouver City Council

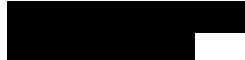
From: Joan Caley, RN, Board Member, Council for the Homeless

The need for rental assistance in the community is very high, especially during COVID-19 and will increase even more once the eviction moratorium is lifted. The Consortium Rental Assistance-AHF Contract couldn't come at a better time. This is a tangible way to support families, seniors and youth who are struggling to pay their rent due to COVID or many other reasons. The contract encompasses a strong, diverse group of agencies (CFTH, Impact NW, Share, Lifeline Connections, Janus Youth, Boys and Girls Club, YWCA-Clark County and Clark College) that came together in order to provide rent assistance in a smart and coordinated way. It should be approved for execution in order to provide this needed assistance in the community as quickly as possible.

Please approve this contract.

Thank you, Joan Caley

Joan M. Caley, MS, ARNP, PHCNS-BC, NEA-BC
Board of Directors
Council for the Homeless
2500 Main Street
Vancouver, WA 98660



www.councilforthehomeless.org

From: [City of Vancouver - Office of the City Manager](#)
To: [Delapena, Amanda](#)
Subject: FW: Prevention Consortium Contract
Date: Monday, July 13, 2020 8:22:12 AM
Attachments: [image005.png](#)

Addressed to council

Kerry Peck | Support Specialist III



CITY OF VANCOUVER, WASHINGTON
City Manager's Office/Administrative Support
P: (360) 487-8616

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



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

From: Cheryl Pfaff [REDACTED]
Sent: Sunday, July 12, 2020 12:19 PM
To: City of Vancouver - Office of the City Manager
Subject: Prevention Consortium Contract

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 : Vancouver City Council

From: Cheryl Pfaff, Chair Social Ministry Committee, Beautiful Savior Lutheran Church and Board Member Council for the Homeless

I urge you to support the Consortium Rental Assistance-AHF Contract. The need for rental assistance in our community is especially high at this time and will increase significantly when the eviction moratorium ends. Our community has a strong history of cooperation among service providers and government entities. This contract brings together the expertise of a diverse group including Council for the Homeless, Share, YWCA- Clark County, Boys and Girls Clubs, Janus Youth Programs, Impact NW, Lifeline Connections and Clark College to support families, youth and seniors who are struggling to pay their rent. The need is urgent. I speak weekly with people who contact the church for help with rent and other basic needs. Please approve this contract for execution quickly.

Thank you for your leadership and support now and in the past.

Cheryl Pfaff

From: [City of Vancouver - Office of the City Manager](#)
Cc: [Delapena, Amanda](#)
Subject: FW: Support for Consortium Rental Assistance-AHF Contract
Date: Friday, July 10, 2020 11:48:43 AM

From: Rosanne Ponzetti [REDACTED]
Sent: Friday, July 10, 2020 11:18 AM
To: City of Vancouver - Office of the City Manager
Subject: Support for Consortium Rental Assistance-AHF Contract

To: City Council Members

I hope that you will support the Consortium Rental Assistance-AHF Contract when you meet Monday night. This is such a critical time for our most vulnerable citizens. The need for rental assistance in the community is very high, especially during COVID-19 and will increase even more once the eviction moratorium is lifted. This is a tangible way to support families, seniors and youth who are struggling to pay their rent due to COVID or many other reasons. The contract encompasses a strong, diverse group of agencies (CFTH, Impact NW, Share, Lifeline Connections, Janus Youth, Boys and Girls Club, YWCA-Clark County and Clark College) that came together in order to provide rent assistance in a smart and coordinated way. It should be approved for execution in order to provide this needed assistance in the community as quickly as possible.

As a concerned citizen and advocate for our most vulnerable, I sincerely appreciate your consideration and support,
Rosanne Ponzetti

Community Roots Collaborative

13801 NW 20th Ct, Vancouver WA 98685



07/03/2020

Vancouver City Council
415 West 6th Street
P.O. Box 1995
Vancouver, WA 98668-1995

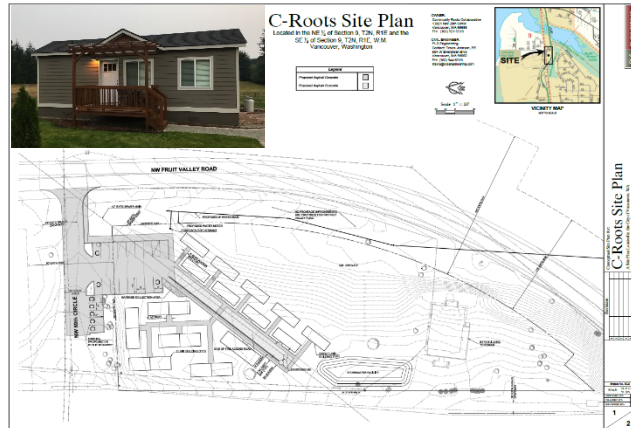
Dear Vancouver City Councilmembers,

Almost a year ago we asked for support from the City of Vancouver to provide age in place affordable housing solutions to our community. With the \$100,000 the City of Vancouver entrusted Community Roots Collaborative with over the past year, we have purchased and renovated a house on an acre and a half of land off Fruit Valley Rd. That property now provides permanent housing for three individuals who exited a case management program with strong individual performance indicators and learned tools to overcome their past demons. We return this year with a stronger team of professionals (Ginn Group, PLS Engineering, Wolf Industries, etc) around us ready to improve the property and extend that opportunity for age in place housing for 20 to 40 individuals within the next six months of 20 cottages (1-2 occupants per cottage).

Everyone involved in responding to homelessness and affordable housing recognize it is a growing epidemic we face in Vancouver, Clark County, and across the country. We have listened to those most affected by this trend and seek to address the trend with a unique community-based approach that ensures a permanent, safe, home. Our homes will be part of a community support network and a focal point for entities that deliver essential wrap around services, to include Kleen Street and Sea Mar, to address underlying issues that created the original crisis. This round of funding will be dedicated to the improvement of the existing property to install 20 small (410 sq ft) cottages complete with dish washer, dryer, washer, stove, oven, accessible bathroom, and internal sprinkler system.

The Fruit Valley Village is an ideal response to the Council for the Homeless' call for "Community Action Needed to Reduce Homelessness" where by they stated in the 2020 Point in Time Count that *"Supports must exist to move people from temporary environments to permanent housing, otherwise movement out of shelters stagnates, people in shelters languish and people on the streets cannot move into shelter."*

Further, we will offer permanent housing solutions with a minimum of seven units dedicated towards those with extraordinarily low-incomes. The small cottage units deliver a housing solution, in a dry and sympathetic community, where individuals are not forced to depend on roommates or variable rent environments. These essential elements produce stability and resiliency across the community with similar efforts producing objective evidence for reduced returns to homeless or unsheltered conditions.



The tenant fee rates are \$600 and \$750 which is less than 35% of the monthly income for a person at 50% AMI and still well below the market assessed rent rates of \$981 for the same space. Not only is it sustainable by the tenants, but it covers all operational and maintenance forecasts for the community with additional funds remaining for reinvestment in the community.

There is no question the need for shelter and affordable housing in our community exists. Community Roots, and our partners, are ready to answer part of that question this year before the weather turns cold. We ask that the City of Vancouver join us again to deliver on this need and support our Fruit Valley Village project with a \$500,000 grant to provide more than 20 people from our community with affordable housing.

Very Respectfully,

A handwritten signature in black ink, appearing to read "Chris Thobaben".

Chris Thobaben,

Board Member, Treasurer

Community Roots Collaborative

July 20, 2020 - Vancouver City Council Meeting Minutes

WORKSHOPS

Conducted remotely.

Workshops were conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS, or listen via the GoToMeeting conference call.

4:00-5:00 p.m. Fourth Plain Forward Update

Rebecca Kennedy, Long Range Planning Manager, 487-7896; Shannon Williams, Associate Planner, 487-7898

Summary

Council received an update on the Fourth Plain Forward organization and initiatives from City staff and Fourth Plain Forward partners.

5:00-6:00 p.m. The Heights District Plan

Chad Eiken, Community and Economic Development Director, 487-7882; Rebecca Kennedy, Long Range Planning Manager, 487-7896

Summary

Staff provided Council with an update on the Heights District planning effort as part of a series of workshops prior to consideration of adoption of the Heights District Plan. This session focused on market analysis, redevelopment opportunities and implementation tools, demographic and socioeconomic analysis, housing and equitable development strategies, and fiscal impacts analysis.

REGULAR COUNCIL MEETING

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

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnery-Ogle. The meeting was conducted remotely over video conference.

Present: Councilmembers Fox, Paulsen, Lebowsky, Glover, Stober, Hansen, Mayor McEnery-Ogle

Absent: None

Also present on the call were the following: Eric Holmes, City Manager; Jonathan Young, City Attorney; Amanda Delapena, Assistant to the City Council; Brian Carlson, Interim Deputy City Manager; Chad Eiken, Community and Economic Development Director; David Galazin, Assistant City Attorney; Aaron Lande, Senior Policy Analyst; Rebecca Kennedy, Long Range Planning Manager; Carrie Lewellen, City Treasurer; Lee Lofton, Employee and Labor Relations Analyst; Jeff Mori, Assistant Police Chief; Danell Norby, Community Development Programs Coordinator; Tom O'Connor, Deputy Fire Chief; Heidi Scarpelli, Fire Marshal; Natasha Ramras, Chief Financial Officer; Dan Swensen, Interim Public Works Director; Justin Monwai, Senior Vice President for Piper Sandler; Cynthia Weed, K&L Gates; members of the public.

Approval of Minutes

Minutes - July 6, 2020

Motion by Councilmember Paulsen, seconded by Councilmember

Glover, and carried unanimously to approve the meeting minutes of July 6, 2020.

Citizen Communications (Items 1-6) - see general protocol above

Mayor McEnerny-Ogle opened Citizen Communication and received the following testimony:

- Glen Yung, Vancouver, spoke regarding Items 2 and 3, impact fee waivers, expressing concerns about potential waiver of Park Impact Fees, given the deficit in park services.

Mayor McEnerny-Ogle noted the Council had also received written comments (attached) from Todd Boulanger, Vancouver, regarding Item 4, Collective Bargaining Agreement with the Vancouver Command Guild.

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

Consent Agenda (Items 1-6)

Council requested Items 2-4 be pulled for separate discussion.

Councilmember Fox asked staff to discuss the fee waiver tool in response to Mr. Yung's concerns and how that tool ensures such housing units stay affordable for Vancouver residents.

Danell Norby, Community Development Programs Coordinator, explained the fee waiver program allows the City to exempt impact fees for parks and traffic for housing with people earning up to 80% of median income, and explained it is a service that can serve in different ways than the City's Affordable Housing Fund. She stated the City does have the option of waiving up to 100 percent of the park and traffic impact fee waivers. However, in order to waive more than 80 percent, the City would need to backfill that extra 20 percent with another funding source. However, to do so would require identification of another source to backfill the funds with, and the City recognizes the importance of receiving revenue for park and traffic infrastructure.

City Manager Eric Holmes added that the WXV Apartment project will target senior citizens who are earning at or below 50 percent of area median income; the Neals Lane project would be targeting households at or below 50 percent of area median income. Thus, these projects are aiming to serve some of the member of the community who would be most challenged to find affordable housing.

Councilmember Stober asked staff to provide some context around Item 4, the collective bargaining agreement with the Vancouver Command Guild, as it would include an increase to compensation and the City is looking at making some major budget cuts in the coming months, which would potentially require additional

negotiations with staff. He also asked for clarification regarding arbitration provisions in the agreement. He asked if an employee was terminated for just cause due to a number of specific items, and the employee files a grievance contesting one of those items, whether the arbitrator would be able to overturn the termination if only that one cause was overturned.

Mr. Holmes explained the City has been negotiating with the command guild since the middle of 2020 for this agreement, which runs 2020-22. He stated the economic terms before the Council are within the authority that Council provided heading into that bargaining process. He also explained that the compensation increase ensures compliance with an anticompression provision in the agreement with the police officers guild, which requires the City maintain a certain wage separation between officers and command staff. Mr. Holmes stated City staff elected to bring the agreement before Council now to honor the good faith bargaining process that occurred before the pandemic hit.

Regarding the arbitration process, Deputy City Manager Brian Carlson stated that if only one of multiple items is appealed and brought to arbitration, even if that cause was overturned, the others would stand as is.

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

1. Pearson Field Pavement Rehabilitation, PAPI and Sign Replacement - Construction Acceptance

Staff Report 085-20

Summary

The City of Vancouver owns and maintains Pearson Field Airport. The airport serves the local general aviation community with one runway; runway 8-26. The runway is surfaced with asphalt pavement which, although maintained in intervening years, had not be rehabilitated since 1991. With a design life expectancy of 20 years, the existing pavement had provided good service, but was ending the end of it's useful life. Rehabilitation was necessary to continue airport operations

The project called for the removal and replacement of the asphalt surface of the 60' x 3250' runway, the replacement of the Precision Approach Path Indicator (PAPI) pilot landing assistance system for runway 26, and the replacement of some field guidance signs.

The project was 90% funded from a grant from the Federal Aviation Administration (FAA), 5% funded by a WSDOTA grant, and 5% funded from the Pearson Airfield enterprise fund.

The work was completed satisfactorily in accordance with the plans and

specifications. Contract costs are summarized below:

TOTAL CONTRACT COSTS

<i>Labor, Equipment and Material</i>	<i>\$749,713.30</i>
<i>Sales Tax</i>	<i>\$62,975.92</i>
<i>Total</i>	<i>\$812,689.22</i>

The original contract amount, including sales tax, was \$742,197.46. The final project cost was \$812,689.22, which was \$70,491.76 (9.5%) more than the original contracted amount. The difference between original contract amount and final contract amount can be attributed to a one change order for work to remediate an area of unsuitable subgrade, a 17% addition to the planned asphalt paving quantities as directed in the field during construction, as well as the typical variances in quantities commonly encountered during construction.

As this project was funded by a federal grant, the City could not require apprenticeship goals.

Request: Accept as complete the improvements as constructed by Granite Construction Company subject to receipt of all project close-out documentation as required by law.

Dan Swensen, Interim Public Works Director, 487-7754

Motion approved the request.

2. WXV Apartments Impact Fee Waiver Request

Staff Report 086-20

A RESOLUTION of the City of Vancouver Washington partially exempting the collection of Traffic and Park development impact fees from \$135,120.45 down to \$27,024.09 (80% reduction) and a full exemption of school impact fees by restricting tenants to the age of 62 years or older.

Summary

The WXV apartment project is for 69 new multifamily units for people over 62 years of age and earning at or below 50% of the area median income. The project is located at 1501 Esther in downtown Vancouver. Upon completion the project will be owned and operated by WXV Senior Housing LLC with Vancouver Housing Authority as a general partner.

The developer is requesting an 80% exemption of Traffic and Park development

impact fees. The total Park impact fees for the development are \$113,091.00. The applicant is requesting a partial exemption of Park impact fees of 80% or \$90,472.80.

The total Traffic impact fee is \$22,029.45. The applicant is requesting a partial exemption of Traffic impact fees of 80% or \$17,623.56. If approved the total of the combined forgone Traffic and Park impact fees is \$108,096.36.

In return for the impact fee waivers the applicant is required to record a covenant against the property attesting that:

- The property is prohibited from being used for any purpose other than for low-income housing. Low-income housing is defined as housing for which the monthly housing expense is no greater than thirty percent of eighty percent of the median family income adjusted for family size for Clark County, as reported by the United States Department of Housing and Urban Development.*
- If the property is converted to a use other than for low-income housing, the current property owner must pay the applicable impact fees in effect at the time of conversion.*
- The development is exclusively restricted to persons sixty-two years of age or older.*

Request: Adopt a resolution granting a partial impact fee exemption for the WXV senior apartment development.

*Peggy Sheehan, Community Development Programs
Manager, 487-7852*

Motion adopted Resolution M-4080 to approve the request.

3. Neals Lane Apartments Impact Fee Waiver Request

Staff Report 087-20

A RESOLUTION of the City of Vancouver Washington partially exempting the collection of Traffic and Park development impact fees from \$20,455.15 down to \$4,091.03 (80% reduction) for the Neals Lane Apartment housing development.

Summary

The Neals Lane apartment project is for 9 multifamily units (1 existing / 8 new) for households earning at or below 50% of the area median income. The project is located at 2705 Neals Lane in central Vancouver. Upon completion the project will be owned and operated by Second Step

Housing.

The impact fee waiver is for 8 housing units. (One of the units is an existing single family residence that will be retained for a total of 9 units) Standard Park impact fees for the development are \$13,112.00. The applicant is requesting a partial exemption of Park impact fees at 80% or \$10,489.60. The resulting Park impact fee will be \$2,622.40. The standard Traffic impact fee is \$7,343.15. The applicant is requesting a partial exemption of Traffic impact fees at 80% or \$5,874.52. The resulting Traffic impact fee will be \$1,468.63. The total of the combined forgone Traffic and Park impact fees is \$16,364.12. Staff sent a request to the school district to waive impact fees for this project. The school district responded and declined to waive any portion of the impact fees.

In return for the impact fee waivers the applicant is required to record a covenant against the property attesting that:

- The property is prohibited from being used for any purpose other than for low-income housing. Low-income housing is defined as housing for which the monthly housing expense is no greater than thirty percent of eighty percent of the median family income adjusted for family size for Clark County, as reported by the United States Department of Housing and Urban Development.*
- If the property is converted to a use other than for low-income housing, the current property owner must pay the applicable impact fees at the rate in effect at the time of conversion.*

Request: Adopt a resolution granting partial Traffic and Park impact fee exemption for the Neals Lane Apartment Development.

*Peggy Sheehan, Community Development Programs
Manager, 487-7952*

Motion adopted Resolution M-4081 to approve the request.

4. Vancouver Command Guild Collective Bargaining Agreement

Staff Report 088-20

Summary

The labor group consisting of the police Lieutenants and Commanders petitioned and were approved by the Public Employment Relations Commission (PERC) to change their labor representation to a new bargaining unit, the Vancouver Command Guild. The change in representation caused the need to negotiate a new contract between the City and the Vancouver Command Guild. The parties worked through a collaborative process and reached consensus on a new three-year

agreement. The labor agreement is being brought to Council for approval.

Request: On July 20, 2020, authorize the City Manager or his designee to sign the 2020-2022 Collective Bargaining Agreement with the Vancouver Command Guild.

Lisa Takach, Human Resources Director, 487-8611

Motion approved the request.

5. Appointment to the Building/Fire Code Commission

The Building and Fire Code Commission advises City Council on building and fire codes and all proposed code changes; hears appeals of building official and fire code interpretations.

Council Committee 1 recently interviewed three candidates, including one seeking reappointment, for one upcoming vacancy on the Building and Fire Code Commission. They recommend the appointment of Matt Chaika. His appointment should begin July 31, 2020, and expire July 31, 2026

Request: Appoint Matt Chaika to the Building and Fire Code Commission, term beginning July 31, 2020, and expiring July 31, 2026.

Council Committee 1

Motion approved the request.

6. Approval of Claim Vouchers

Request: Approve claim vouchers for July 20, 2020.

Motion approved claim vouchers for July 20, 2020, in the amount of \$8,222,669.19.

Public Hearings (Items 7-10) - see general protocol above

7. Presbytery of the Cascades Annexation

Staff Report 076A-20

AN ORDINANCE relating to approval of an annexation pursuant to RCW

35.13.125; establishing the geographic extent, defining the comprehensive plan and land use designations, and determining the assumption of all or any portion of existing city indebtedness; accepting the certified petition supporting annexation; and providing for an effective date for the Presbytery of the Cascades annexation.

City staff has received a notice of intent to annex from a singular property owner. The Presbytery of the Cascades church is located at 16210 NE 20th Street (at 162nd Ave). The site is 4.4 acres in size. The site is currently served by City water, sewer, stormwater and fire (FD5) services. With the annexation the City would also accept approximately 620 linear feet of right-of-way in NE 20th Street from 162nd Avenue to 164th Ave. With the current owner being a nonprofit entity the property is currently exempt from property tax. Surrounding uses include both residential and commercial uses.

The current County Comprehensive Plan designation is Commercial (C) with a zoning designation of Community Commercial (CC). The applicant requested a change on the eastern two acres of the site to a City Comprehensive Plan designation of Urban High (UH) density and an R-18 zoning designation. On June 15, 2020 City Council approved these requested changes.

Council held first reading of the annexation ordinance on July 6, 2020, and set a public hearing for July 20, 2020, at that time. Due to scheduling conflicts, staff is requesting this public hearing be continued and will request final approval of the ordinance following another duly advertised hearing on Monday, August 3, 2020.

Request: On Monday, July 20, 2020, continue the public hearing to Monday, August 3, 2020.

Bryan Monroe, Associate Planner, 487-7958

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

Mayor McEnerny-Ogle opened the public hearing and, receiving no testimony, closed the public hearing.

Mr. Holmes explained that the first reading of this ordinance on July 6 established the public hearing for July 20; however, the staff members responsible for this project are currently furloughed, and as such, staff is requesting the public hearing be continued to August 3, 2020.

Motion by Councilmember Paulsen, seconded by Councilmember Lebowsky, and carried unanimously continued the public hearing to Monday, August 3, 2020.

8. **2020/21 Limited Tax General Obligation (LTGO) Refunding Bonds**

Staff Report 080-20

AN ORDINANCE of the City of Vancouver, Washington, providing for the issuance and sale of up to \$16,000,000 limited tax general obligation refunding bonds of the City in one or more series and delegating authority to approve the final terms of said bonds.

In December 2010, the City issued \$13,410,000 in Limited Tax General Obligation (LTGO) and Refunding bonds to partially refinance the 2001 LTGO bonds and to provide funding to purchase City Hall at 415 W. 6th Street. The bonds have an average interest rate of 4.502%, and currently \$7.99 million is outstanding. Of this, approximately \$7.65 million in existing bonds will be refunded by issuing approximately \$6.9 million in refunding bonds. Overall, by refinancing the bond issue, the City will realize more than \$2 million in debt service savings over the life of the bond issue, or about \$132,000 per year. The net present value savings is approximately \$1.77 million. The average interest rate on the refunding bonds is estimated to be 2.15% compared to approximately 4.5% on the old bond issue. General tax revenues in the General Fund support the debt service payments for this bond issue. The final maturity of this bond issue is December 1, 2035.

In June 2011, the City issued \$9,600,000 in LTGO bonds (2011A) and \$915,000 in LTGO taxable bonds (2011B) for a combined total of \$10,515,000. The 2011B taxable bonds were paid off in December 2015. The proceeds of both series were used to fund transportation projects, including the Waterfront Access Project. The bonds have an average interest rate of 3.93%, and currently \$8.03 million is outstanding. Of this, approximately \$7.29 million in existing bonds will be refunded by issuing approximately \$7.495 million in refunding bonds. Overall, by refinancing the bond issue, the City will realize more than \$870,000 in debt service savings over the life of the bond issue, or about \$60,000 per year. The net present value savings is \$719,000. The average interest rate on the refunding bonds is estimated to be 2.75% compared to approximately 3.93% on the old bond issue. Debt service is supported by the General Fund up to \$220,000 per year from the Local Revitalization Financing sales tax credit, and the remaining annual debt service is supported by the increased property and sales tax revenues from the Waterfront development. The final maturity of this bond issue is December 1, 2035. The new refunding bonds for this issue are anticipated to settle in 2021.

The ordinance allows for the not-to-exceed amount to be greater than the actual amount estimated to be issued, simply to provide flexibility for the

bond sales. Depending on market conditions, the City could elect to issue bonds through a public sale, or through private placement, or a combination of both to maximize the savings.

Request: On Monday, July 20, 2020, subject to second reading and public hearing, approve, and authorize the City Manager or delegate to sign all documents necessary to refinance the 2010 bond issue, refinance the 2011 bond issue, and bond agreements consistent with the points above.

Carrie Lewellen, City Treasurer, 487-8482

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

Carrie Lewellen, City Treasurer provided an overview of the ordinance.

Justin Monwai from Piper Sandler provided Council with a market update and refunding opportunities.

Councilmember Stober noted there is currently tremendous volatility in the market and asked what happens if this volatility still exists when the City is ready to sell the bonds. Mr. Monwai stated a discussion will happen with City staff when they are getting ready to price the bonds, and at that time there is an option to stay in a holding pattern and wait until the market improves before moving forward.

Cynthia Weed, bond counsel, stated the bond ordinance is good for 18 months. She explained it is a delegation ordinance that sets the minimum savings levels but the overall schedule can move faster or slower depending on market conditions.

Mayor McEnerny-Ogle opened the public hearing and, receiving no testimony, closed the public hearing.

Motion by Councilmember Paulsen, seconded by Councilmember Fox, and carried unanimously to approve Ordinance M-4301.

9. 2020 First Supplemental Budget

Staff Report 081-20

AN ORDINANCE relating to the 2019-2020 Biennial Budget and making various appropriations in various funds; declaring an emergency.

The first supplemental budget of 2020 includes mostly administrative, grant funded items and an appropriation to refinance one current bond issue in 2020 at lower rates.

The recommended expenditure appropriation increase for the City's Operating and Capital funds included in the 2020 First Supplemental Budget totals \$50.4 million. Of this amount, \$45.0 million is related to the Operating budget, and \$5.4 million relates to changes in the Capital budget and supporting transfers. The net impact on all City resources is a decrease of \$2.5 million in the City's resources; the net impact on the General Fund is a \$5 million decrease to the fund balance.

The total Operating budget appropriation change in the General, Street and Fire funds represents an increase of \$19.0 million. The remaining \$26.0 million increase relates to changes in other funds.

Cost-neutral appropriation adjustments include the following major items:

- Appropriation increase funded by the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funding, including new to the City COVID-related leave costs, additional janitorial costs for all City facilities and vehicles, information technology related costs to accommodate City staff working remotely, building modifications to enhance employee and customer safety and costs of managing this prolonged emergency. The total cost related to the General Fund is \$4.3 million, with the balance of the \$5.6 million funding going to other City operating funds that have incurred those costs and are anticipated to incur costs through the end of October 2020.*
- Appropriation increase of \$0.8 million funded by a state grant to cover pre-construction costs of the ground floor commercial space for a new building located in the Fourth Plain corridor. The building will serve as an incubator for developing future businesses in the corridor.*
- Appropriation increase of \$0.8 million funded by the Assistance to Firefighters (AFG) federal program to purchase replacement personal self-contained breathing apparatus (SCBA) units that are nearing their useful life.*
- Numerous other minor Fire grants totaling \$0.6 million including Hazmat training and the program Project Home Safe focused on fire prevention.*
- Funding from the Clark County Fire District 5 of \$0.6 million to continue Fire Academy for the remainder of 2020.*
- Numerous Police grants totaling \$0.7 million, including a new grant to enhance mental health field response in partnership with SeaMar.*

Major administrative adjustments include:

- Additional budget to cover the cost of labor contract settlements in Fire totaling \$3.1 million mostly attributed to increase in the cost of overtime resulting from a change in the length of the work week, cost of leaving adjustments for 2020 and the increased cost of health care coverage. The cost increase in Fire is funded by an increased transfer from the General fund.*

- True-up of departmental budgets for grounds and facilities work totaling \$2.7 million. This dollar amount represents a two-year catch up in cost reimbursement for facilities and grounds maintenance.
- An accounting adjustment of \$2.6 million to record the capital lease obligation for the new Police Headquarters building.
- A one-time increase in energy costs budget resulting from the delays in the LED streetlight replacement project of \$0.9 million. The project is on track to be completed in August of 2020, so the savings will be reflected in the 2021 budget.

The remaining total of \$26.0 million in appropriation increase relates to changes in other operating City funds. Major changes are summarized below:

- An accounting adjustment of \$11.4 million, resulting from the updated way of reporting the school impact fees that the City collects on behalf of the school districts. A recent change in Governmental Accounting Standards Board resulted in the need for the City to reflect School Impact Fees as revenues and expenditures in the City's General Ledger. The result is the need to increase an appropriation for a two year time period by \$11.4 million. There is no net impact from this change to the City.
- The recessionary environment has created an opportunity to refinance one of the outstanding City bonds at lower rates. The supplemental includes an appropriation increase of \$8.05 million to refund the bonds. The City is anticipated to realize significant savings of \$2.3 million, (or \$2.1 million in net present value (NPV)) over the remaining life of the bonds.
- An administrative budget true-up in Storm Water City Utility tax payment to General Fund of \$1.1 million, reflecting actual appropriation need.
- Additional budget of \$0.8 million in the Community Development Block Grant (CDBG) fund, funded by the CDBG - CV CARES Act grant allocation.
- Other grant related increases totaling \$0.9 million across CVTV, CDBG and Solid Waste's Talking Trash programs.

The total Capital Budget appropriation of \$5.4 million (including internal transfers) is included in the First Supplemental of 2020. Expenditures by project are outlined in Attachment C to the ordinance. Following are some major projects included by functional area:

- General/Facilities major capital projects totaling \$2.7 million
 - \$0.5 million to replace roofs on Officer's row offset with a grant from the Washington State Historical Society.
 - Pearson Airport taxiway and Apron Rehabilitation project funded fully with federal aviation and CARES grants of \$1.7 million.
 - Land Bridge Maintenance project of \$0.5 million, funded by the

franchise fees from the Historic Trust.

- *Parks capital projects totaling \$1.2 million for:*
 - *True-up of the Dubois and Summers Walk projects totaling \$0.3 million funded with parks impact fees.*
 - *True-up of \$0.9 million for North Image Neighborhood Park Expansion funded with parks impact fees.*
- *Transportation capital projects changes totaling \$1.2 million include:*
 - *A reduction of \$2.9 million in a number of projects due to the impact of the passing of the I-976 initiative. Major projects impacted are:*
 - *Traffic Signal and Lighting Sustainability of \$0.9 million*
 - *Transportation System Plan Update of \$0.6 million*
 - *NE 18th St – 97th Ave to 107th Ave of \$0.5 million*
 - *Non-Programmed Safety reduction of \$0.2 million*
 - *Evergreen Highway Trail Phase II and Chelsea to Image reduced by \$0.1*
 - *An increase to current projects totaling \$4.0 million is highlighted:*
 - *SE 1st St – 164th to 192nd of \$2.0 million, funded by the Transportation Benefit District*
 - *Devine Pedestrian Improvements - Mill Plain to 18th of \$1.0 million, fully funded by a grant from the Transportation Improvement Board (TIB) and a state grant for pedestrian safety.*
 - *NW Neighborhood Connectivity (NW 43rd Street to NW 53rd Street Lincoln Sidewalks) of \$0.5 million, funded by a federal grant for the construction phase.*
 - *Mill Plain Blvd – 104th to NE Chkalov Dr. of \$0.4 million being funded by the pavement management program.*
- *Appropriation adjustments totaling \$0.8 million in Surface Water projects all supported by grant funding. The largest of those is a grant for \$0.4 million for improving water quality and habitat conditions in the Burnt Bridge Creek watershed with support from the Lower Columbia Fish Recovery Board Grant.*

Attachment B of the ordinance outlines changes to FTEs, with an overall increase of 0.75 FTE recommended in the First Supplemental of 2020. Major changes from the Attachment B are listed below:

- *Extend 0.75 limited-term FTE to support Commute Trip Reduction program supported by grant revenue. The grant funding was renewed through June 2021.*
- *Transfer of 1.0 limited term FTE (Code Compliance Officer), created as a new position in the 2019-2020 budget as part of HART team, from the Community & Economic Development Department to Public Works.*

Request: On Monday, July 20, 2020, subject to second reading and public hearing, approve ordinance.

Natasha Ramras, Chief Financial Officer, 487-8484

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

Mayor McEnerny-Ogle opened the public hearing and, receiving no testimony, closed the public hearing.

Motion by Councilmember Lebowsky, seconded by Councilmember Glover, and carried unanimously to approve Ordinance M-4302.

10. **Public hearing on resolution in support of temporary moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities**

Staff Report 089-20

A RESOLUTION making findings of fact in support of the adoption of Ordinance No. M-4295 declaring an emergency and adopting a six-month temporary moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities.

The moratorium prohibits the acceptance, processing, and granting of applications for permits for establishment of new, or expansion of existing, large-scale fossil fuel facilities until December 8, 2020. This provides time for work to continue on updates to the Strategic Plan, VCCV, Title 20 updates, and the drafting of a Climate Action Plan.

Request: On Monday, July 20, 2020, subject to public hearing, adopt a resolution making findings of fact in support of Ordinance M-4295.

Aaron Lande, Senior Policy Analyst, 487-8612

Aaron Lande, Senior Policy Advisor, provided an overview of the moratorium, the historic context of related action taken in the past, as well as upcoming related initiatives.

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

- Jean Avery, Vancouver, spoke in support of the moratorium.
- Victoria Bickford, Vancouver, spoke in support of the moratorium.
- Tina Brakefield, Vancouver, spoke in support of the moratorium.

- Cathryn Chudy, Vancouver, representing the Sierra Club and Alliance for Community Engagement, spoke in support of the moratorium.
- Heidi Cody, Vancouver, representing Climate Toothpaste, spoke in support of the moratorium.
- Ann Donnelly, Vancouver, spoke in opposition to the moratorium.
- Mike Ellison, Vancouver, representing the Sierra Club, spoke in support of the moratorium.
- Phillip Englund, Vancouver, representing the Sunrise Movement SW WA, spoke in support of the moratorium.
- Shelly Ferina, Vancouver, representing the International Teens Upholding Nature Association (iTUNA), spoke in support of the moratorium.
- Stan Freidberg, Vancouver, spoke in support of the moratorium.
- Lisa Gay, Vancouver, representing Citizens Climate Lobby, spoke in support of the moratorium.
- Janet Hedgepath, Vancouver, spoke in support of the moratorium.
- Liyu Huang, Vancouver, representing iTUNA, spoke in support of the moratorium.
- Julissa Krause, Vancouver, spoke in support of the moratorium.
- Derya Ruggles, Vancouver, spoke in support of the moratorium.
- Susan Saul, Vancouver, representing the Audubon Society, spoke in support of the moratorium.
- Alona Steinke, Vancouver, spoke in support of the moratorium.
- Don Steinke, Vancouver, spoke in support of the moratorium.
- Fred Suter, Vancouver, spoke in support of the moratorium.
- Ryan Welch, Vancouver, representing iTUNA, spoke in support of the moratorium.
- Linda Whittingham, Vancouver, spoke in support of the moratorium.
- Monica Zazueta, Vancouver, spoke in support of the moratorium.
- Sharon Bucher, Battle Ground, WA, spoke in support of the moratorium.

- Jesyca Hernstadt, Camas, WA, spoke in support of the moratorium.
- Caroline Ceravolo, Ridgefield, WA, spoke in support of the moratorium.
- Tracy Ceravolo, Ridgefield, WA, spoke in support of the moratorium.
- Olivia DesRochers, Ridgefield, WA, spoke in support of the moratorium.
- Caleb Ceravolo, Ridgefield, WA, spoke in support of the moratorium.
- Pat Freiberg, Ridgefield, WA, spoke in support of the moratorium.
- Rebecca Ponzio, Seattle, WA, representing the Washington Environmental Council, spoke in support of the moratorium.
- Tim Holbert, Portland, OR, spoke in support of the moratorium.
- Bonnie McKinlay, Portland, OR, spoke in support of the moratorium.
- Regna Merritt, Portland, OR, spoke in support of the moratorium.
- Kate Murphy, Portland, OR, representing Columbia Riverkeeper, spoke in support of the moratorium.
- Jenny O'Connor, Portland, OR, spoke in support of the moratorium.
- Rick Rappaport, Portland, OR, spoke in support of the moratorium.
- Theodora Tsongas, Portland, OR, spoke in support of the moratorium.
- Ann Turner, Portland, OR, spoke in support of the moratorium.
- Kathryn Williams, Portland, OR, representing NW Natural, spoke in opposition to the moratorium and summarized the requests of NW Natural outlined in a letter (attached) submitted for the record.

Mayor McEnery-Ogle noted the Council had received numerous written comments regarding this item (attached). There being no further testimony, Mayor McEnery-Ogle closed the public hearing.

Councilmember Stober asked whether there is anything in the moratorium that would prohibit an existing facility from upgrading its current facilities to newer technologies. City Attorney Jonathan Young confirmed that would not be prohibited; an exemption is provided for facilities to upgrade their facilities to keep those facilities safe, but expansion of the existing uses would be prohibited. Fuel facilities that serve end users, such as gas stations or hook-ups to residential dwellings, would also be exempt.

Motion by Councilmember Lebowsky, seconded by Councilmember

Stober, and carried unanimously to approve Resolution M-4082.

Communications

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

Adjournment

9:48 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

From: [Urbane Streets](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: 2020.07.19 CoV - Monday Council Meeting - Consent #4 - Public Comment - SR 088-20
Date: Monday, July 20, 2020 1:19:44 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.

Dear City of Vancouver City Council,

Please pull Consent #4 (Staff Report 088-20) for public discussion regarding **Vancouver Command Guild Collective Bargaining Agreement**. There are some questions that I could not find addressed in the Staff Report and other materials.

Question 01: the redlines for RATES OF PAY section 12.2 show that the initial proposed salary adjustment (increased) rate was set for 2.54% (effective January) but then this was increased to 4.0% (effective May), is this correct?

Question 02: if the answer to Question #1 was yes, then why would the City be negotiating (and agreeing) to a wage increase during COVID19 when the City is furloughing other staff and planning to cut services, etc?

Question 03: What will need to be cut to cover this (and the earlier wage increases for rank and file VPD members?) as discussed at the Retreat? Or can the City realistically claw back any wage increases in the next biennium?

[The optics of a wage increase for VPD is very 'poor' this year and next given the national discussion of "defunding police" etc.]***

Question 04: Or can this consent item be split into 2 votes: (1) vote on the administrative changes for a new union to be recognised. (2) And the other will deal with the wage increase question.

If "yes", then I would recommend to Council that the Consent item #4 be modified to approve all "administrative changes" relating to the adoption of the new union but that the wage changes not be agreed to or be tabled for much more public discussion**: per 'police defund', police [increase] fund, or police [re]fund trends....

**As the council retreat materials mentioned: the City cannot rely on its Community Survey this year for trend spotting...as it identified that there are likely two strong disconnects from survey output to reality: it does not reflect COVID19 well and that the sample was too narrow (too rich, too old, too white(?) etc.).

Thank you,

Todd Boulanger



Vancouver WA 98666

PS. I am still reading through the council retreat materials.... **There is also going to be**

additional very difficult optics...if the City is building new police [and PW operations] facilities...while cutting parks and rec facilities / services [things voters see and use greatly, especially when they are unemployed] while COVID19 impacts reach deeper into the community.

***Especially optically challenged will be the proposed new VPD facility (vs the OPS facility funded by utility fees), as it will be funded from debt placed onto the general fund...and thus competing with services that the unemployed and persons of color (youth especially) will need even more due to COVID19 issues: unemployment filing/ training need, loss of access to school/ library computers, recreation as day care for kids learning from home, and private services (free coffee shop wifi).

PSS. The City really needs to double down and focus on any viable "profit centers" its has...it should not just be "good enough" that Pierson Airpark is covering its [out of pocket] costs...it should be priced accordingly with the value it has especially in a time when convenient and socially distant travel is very important for VIPs, wealthy and business leaders.

Perhaps the new motto could be "Fly Pierson Air Park and Help Fund Parks!"



July 17, 2020

Vancouver City Council
415 W 6th St
Vancouver, Washington 98660

Dear Mayor McEnerney-Ogle and Council Members:

Thank you for the opportunity to offer our comments on Ordinance No. M-4295, which declared an emergency and adopted a six-month moratorium on the establishment of new, or the expansion of existing, large-scale fossil fuel facilities. These comments are offered on behalf of Columbia Riverkeeper, Washington Physicians for Social Responsibility, Climate Action of SW Washington, Oregon Physicians for Social Responsibility, Cascadia Wildlands, Sierra Club Loo Wit Group, The Lands Council, Oregon Conservancy Foundation, Stop Zenith Collaborative, Stop Fracked Gas PDX, Climate Action Coalition, Alliance for Community Engagement (ACE), Friends of the Columbia Gorge, Washington Environmental Council, Washington Conservation Voters, Stand.earth, and Puget Soundkeeper Alliance. We appreciate and support the City of Vancouver's efforts to adopt a moratorium on the construction of new, or expansion of existing, large-scale fossil fuel facilities. The moratorium is consistent with the City of Vancouver's

climate policies and plans as well as the laws and policies of the state of Washington. Additionally, the moratorium on the construction of large-scale fossil fuel facilities is consistent with the City's obligation to provide for the health and well-being of the public as the existence of these facilities pose numerous threats to the City and its residents. We offer the following comments as general support for Ordinance No. M-4295 and to provide additional evidence that we believe will support the Council's decision.

I. The Ordinance is Consistent with Prior Climate Commitments Made by the City

Through sustainability planning and its opposition to the massive proposed Tesoro-Savage oil train project, the City of Vancouver has demonstrated its commitment to mitigate the harms caused by the combustion of fossil fuels and the global climate crisis. The current moratorium on large-scale fossil fuel facilities is consistent with the City's earlier efforts to mitigate climate harm. Over the last decade, Vancouver has taken significant steps towards achieving a more sustainable community—particularly with the adoption of its 2009 report, “Creating a More Sustainable Vancouver.”¹ As part of this effort, the city pledged to prioritize reducing emissions from large emission sources over which it has the greatest control.² The moratorium on new or expanded development of large-scale fossil fuel facilities is clearly consistent with this pledge. Furthermore, Vancouver is a signatory to the U.S. Mayors Climate Protection Agreement, under which the City has pledged to meet the Kyoto Treaty requirements—including a commitment to reduce its greenhouse gas emissions to seven percent below its 1990 levels.³ Ordinance No. M-4295 is a necessary step toward meeting the City's climate obligations and commitments.

Vancouver's continuing efforts to reduce emissions and to provide a healthy environment for its residents is reflected in the City's 2016-2021 Strategic Plan.⁴ The fossil fuel moratorium is consistent with the priorities and goals set forth in the Strategic Plan, the first goal of which is to “ensure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest.”⁵ The moratorium on the development of new large-scale fossil fuel facilities is a vital and necessary step for the City to meet its goals and remain consistent with its stated climate policies.

¹ See e.g., *Creating a More Sustainable Vancouver* (2007) (<https://bit.ly/2OvCpa0>).

² *Id.* at 27.

³ U.S. Mayors Climate Protection Agreement (<https://www.usmayors.org/mayors-climate-protection-center/>).

⁴ City of Vancouver, 2016-2021 Strategic Plan (<https://www.cityofvancouver.us/sites/default/files/2018StrategicPlan/index.html>)

⁵ *Id.* at 13.

II. The Fossil Fuel Moratorium is Consistent with the Laws, Policies and Climate Plans espoused by the State of Washington

Vancouver's moratorium on large-scale fossil fuel facilities is consistent with the state of Washington's larger efforts to provide for the health and well-being of its citizens by transitioning away from fossil fuels. The laws and policies of Washington State clearly show that responding to, and mitigating the harm of, climate change is a state priority of the highest importance. The elected leaders of Washington State have consistently signaled that transitioning away from fossil fuels is an effort vital to the health and long-term well-being of the state's residents. For example, the Washington State Legislature has statutorily mandated that the state reduce greenhouse gas emissions in the state by forty-five percent below 1990 levels by 2030 and achieve net-zero emissions by 2050. RCW 70.235.020. Additionally, Governor Jay Inslee has consistently recognized the harm caused by climate change and has called for state agencies to enact policies with the aim of reducing greenhouse gas emissions.⁶ Vancouver's moratorium is necessary to align the City with these broader state policies and directives.

In a 2012 report, the Washington State Department of Ecology (Ecology) acknowledged that "rising levels of carbon dioxide and other heat-trapping gases have warmed the earth and are already causing wide-ranging impacts," including rising sea levels, melting snow and ice, as well as drought and incidences of extreme rainfall.⁷ Moreover, the document acknowledged that these effects—if allowed to continue unabated—pose significant risks to human health, forest health, agricultural activities, freshwater supplies, the state's coastlines, and to other natural resources vital to the State's economy, environment, and way of life.⁸ Studies cited by Ecology estimated that the potential economic costs to Washington from climate change impacts might reach nearly \$16 billion per year by 2040.⁹ These economic and environmental costs pose a significant threat to the State of Washington and City of Vancouver. The devastating long-term impacts of climate change show that inaction is not an option. The City of Vancouver must take action, consistent with the laws and policies of Washington State, to protect its residents from the harmful externalities of climate change. The City's moratorium on fossil fuel facilities is a necessary step toward achieving these goals by creating a long-lasting reduction of greenhouse emissions.

⁶ Executive Order 14-04, Washington Carbon Pollution Reduction and Clean Energy Action (April 2014) (https://www.governor.wa.gov/sites/default/files/exe_order/eo_14-04.pdf) (recognizing that the impacts associated with climate change will bring about significant negative consequences for the state's economy, infrastructure, natural ecosystems, and to human health and establishing a "Carbon Emissions Reduction Taskforce.")

⁷ WA Dept. of Ecology, *Preparing for a Changing Climate* (April 2012) (<https://fortress.wa.gov/ecy/publications/publications/1201004.pdf>).

⁸ *Id.*

⁹ *Id.* at 17.

III. The Moratorium is Consistent with the City's Obligation to Provide for the Health and Safety of its Residents

The City of Vancouver has an obligation to provide for the health and well-being of its residents.¹⁰ Since the City is geographically located near several active fault lines, the siting of large-scale fossil fuel facilities within the City puts the health and safety of its residents at even greater risk. Even a minor leak or failure at one of these facilities as the result of a large earthquake would pose a critical threat to the city's water supplies.

The Washington Department of Natural Resources (DNR) has recognized that “damaging earthquakes much larger than any in the historical record are possible [in the Vancouver area] and that it will be necessary to employ a wide variety of mitigation measures to minimize economic losses and casualties resulting from these future earthquakes.”¹¹ DNR's research makes it clear that it is not a matter of if Vancouver will face a damaging earthquake, but when: “[i]t is certain . . . that damaging earthquakes will be a part of the Vancouver area's future.” Furthermore, a report issued by the United States Geological Survey (USGS) suggested that the geography of the Portland/Vancouver area—specifically the abundance of loose sand, silt and clay deposits—would likely amplify the damaging effects of any large earthquake.¹² The Clark County “Hazard Identification and Vulnerability Analysis” has also recognized the dangers posed to the area by earthquakes, including “hazards such as pipeline leaks and ruptures, hazardous materials releases, train derailments, and fires.”¹³

As the Clark County Hazard Report recognizes, a large-scale earthquake would almost certainly cause extensive damage to any fossil fuel facilities in the area. Such damage would most likely result in the release of hazardous materials from pipelines and other fossil fuel facilities. This poses a special risk to Vancouver because the city's water is entirely supplied from groundwater.¹⁴ The U.S. Environmental Protection Agency (EPA) lists a number of potential contaminants of Vancouver's source water, including “petroleum products, metals, and chemical contaminants.”¹⁵ EPA has stated that, even in the absence of an earthquake, “commercial and industrial hazardous substances pose the largest threats to Vancouver's drinking

¹⁰ See Article XI, section 11 of the Washington State Constitution, which provides state municipalities the authority to enact ordinances in furtherance of the public safety, health and welfare.

¹¹ Relative Earthquake Hazard Map for the Vancouver, Washington Urban Region (Dec. 1994) (https://www.dnr.wa.gov/Publications/ger_gm42_eq_haz_urban_vancouver_24k.pdf).

¹² USGS, Assessing Earthquake Hazards and Reducing Risk in the Pacific Northwest, Volume 2 (1998) at 61 (<https://pubs.usgs.gov/pp/p1560/p1560po.pdf>).

¹³ Clark County Hazard Identification Vulnerability Analysis (2011) at 19 (<http://cresa911.org/wp-content/uploads/2014/06/ClarkHIVA2011.pdf>).

¹⁴ U.S. EPA, Washington: Vancouver, Local Water Protection in Vancouver (Jan. 2010) (<https://bit.ly/3ezGp41>).

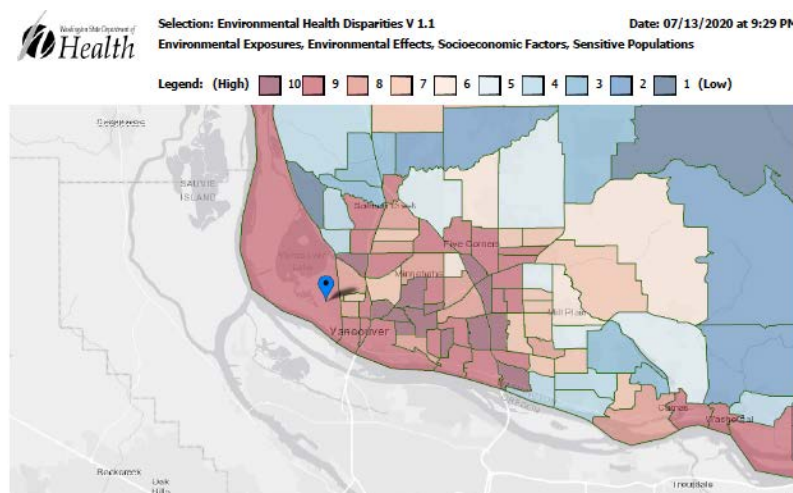
¹⁵ *Id.*

water.”¹⁶ In the event of a large earthquake these existing threats to Vancouver’s water supply would certainly be exacerbated.

The geological facts are incontrovertible. Together, the existence of fossil fuel facilities and the threat of an earthquake pose a significant threat to Vancouver’s drinking water, which in turn threatens the health and safety of all Vancouver residents. These facts strongly support the City’s decision to impose a moratorium on new or expanded, large-scale, fossil fuel facilities.

IV. The Moratorium Would Help Vancouver Avoid Pollution That Would Contribute to Environmental Justice Concerns in The City

In introducing the moratorium resolution, Council Member Lebowsky observed that large-scale fossil fuel facilities and the pollution they create most often impact low-income communities and communities of color. This environmental justice impact is a key concern for Vancouver, where data from the Washington Department of Health suggest that environmental health disparities are already pronounced for low-income communities and communities of color. Visualizations available from the Washington Department of Health’s Health Disparities Mapping Tool help to demonstrate that certain areas of Vancouver—notably the same areas that would likely see major impacts from a large-scale fossil fuel facility—face elevated environmental health risks.¹⁷



Environmental Health Disparities Map. Pin centered on Fruit Valley Elementary.

Source: <https://fortress.wa.gov/doh/wtn/WTNIBL/>

¹⁶ *Id.*

¹⁷ Washington Department of Health. Environmental Health Disparities Map. Version 1.0. January 2019. <https://fortress.wa.gov/doh/wtn/WTNIBL/>.

The Department of Health describes its model for environmental health disparities, explaining that the model factors in both pollution as well as other risk factors that contribute to the negative impact of the pollution:

Threat is represented by indicators that account for pollution burden, which is a combination of environmental effects and environmental exposures in communities. Environmental effects include indicators that account for adverse environmental quality generally, even when population contact with an environmental hazard is unknown or uncertain. Environmental exposures include the levels of certain pollutants that populations come into contact with.

Vulnerability is represented by indicators of socioeconomic factors and sensitive populations for which there is clear evidence that they may affect susceptibility or vulnerability to an increased pollution burden. Indicators in socioeconomic factors measure population characteristics that modify the pollution burden itself. Sensitive populations refer to those who are at greater risk due to intrinsic biological vulnerability to environmental stressors.

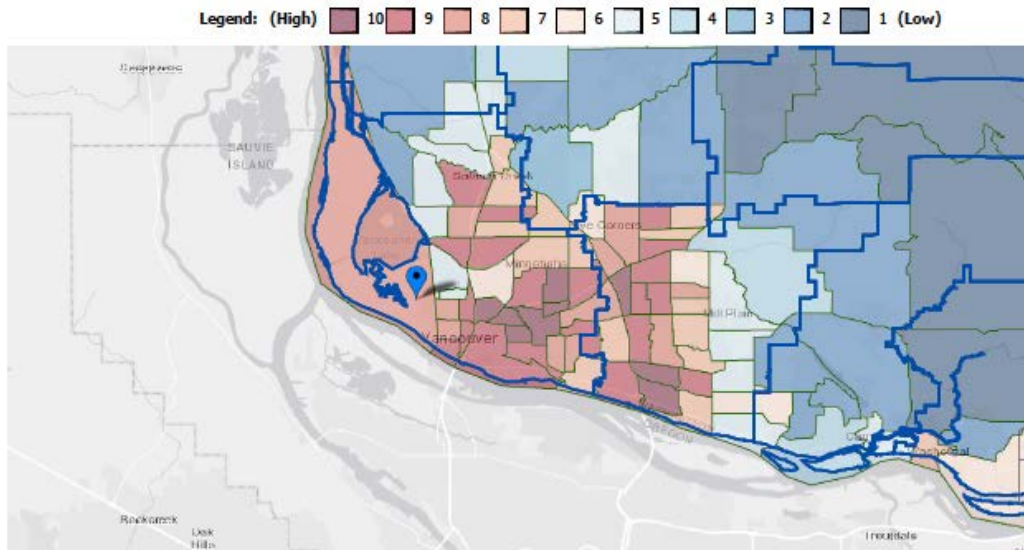
In the model, threat is multiplied by vulnerability in order to reflect the scientific literature that indicates population characteristics often modify and amplify the impact of pollution exposures on certain vulnerable populations. The rankings help to compare health and social factors that may contribute to disparities in a community.¹⁸

In Vancouver's case, the map shows that parts of the city face significant environmental health disparities. Some of these areas of Vancouver would face increased air, noise, and water pollution risks if a large-scale fossil fuel facility were to be constructed and operated in the city, particularly those areas closest to the Columbia River and potential fossil fuel train routes. Information from the Washington Department of Health provides a compelling basis to sustain the moratorium and to consider a permanent policy restricting new large-scale fossil fuel facilities, which can be major sources of NO_x, SO_x, VOCs, low-level ozone (smog), particulate matter, diesel exhaust, and toxic air pollutants.

In public testimony, several commenters expressed concern about the Fruit Valley Neighborhood. Fruit Valley's exposure to air pollution and other environmental risk factors, combined with demographic data showing a high proportion of low-income and minority communities present in the neighborhood, makes a strong case that Vancouver should avoid projects that increase environmental health disparities in this area of the city. During its review of the controversial Tesoro-Savage oil train terminal in 2017, the Washington Energy Facility Siting Council (EFSEC) concluded that the Fruit Valley neighborhood is an environmental justice

¹⁸ *Id.*

community.¹⁹ The Council also found that the project and its introduction of up to five loaded and five empty fossil fuel (crude oil) trains each day “would disproportionately impact minority or low-income populations at Fruit Valley” due to diesel particulate emissions.²⁰ To further illustrate this point, the following map shows the current disproportionate diesel pollution impacts centered in the Fruit Valley neighborhood, in the absence of the new oil train terminal.



Diesel Pollution and Disproportionate Impact. Centered on Fruit Valley Elementary. Generated Through Washington Department of Health Environmental Health Disparities Map.

Source: <https://fortress.wa.gov/doh/wtn/WTNIBL/>

Further, the Final Environmental Impact Statement (FEIS) of the Tesoro-Savage oil terminal project concluded that people in the Fruit Valley Neighborhood “could be at risk for health impacts, injury, or fatality” in the event of a major accident.²¹ Because most large-scale fossil fuel facilities, such as a liquefied petroleum gas (LPG) terminal or liquified natural gas (LNG) storage facility, would convey major fire and safety risks on Fruit Valley, we can anticipate that some of the issues identified by EFSEC relating to the Tesoro-Savage project would translate to these other types of large-scale fossil fuel projects. Vancouver learned through its experience in defending Fruit Valley from the impacts of the Tesoro-Savage project that there are types of development that pose unacceptable risks for communities that are already facing elevated environmental risks. The moratorium on large-scale fossil fuel facilities helps to translate this lesson into more durable protection for the community.

¹⁹ Washington EFSEC. Final EIS for the Tesoro Savage Oil Train Terminal. November 2017. P. ES-24.

²⁰ *Id.* at P. ES-30.

²¹ *Id.* at P. 4-131.

V. The Local Benefits of the Moratorium Far Outweigh Any Potential Impact on Interstate Commerce

Based on the City of Portland's experience with its own Fossil Fuel Terminal Zoning Amendments, it is possible that opponents of this policy will argue that Vancouver's moratorium conflicts with the Dormant Commerce Clause—an analysis that requires a balancing of the local goals and benefits expected from the action against any effects that action may have on interstate commerce.²²

As discussed at length above, Vancouver has numerous compelling reasons to prohibit the development of new fossil fuel infrastructure within the City—all of which outweigh any negative effects the moratorium may have on interstate commerce. The moratorium will not only assist the state in meeting its broader greenhouse gas emissions goals, but it is also directly connected to the City's desire to protect the health and safety of its residents—particularly those environmental justice communities that will be most directly impacted by the construction of these facilities.

We strongly support the Council in adopting a permanent moratorium on new or expanded fossil fuel infrastructure within the City of Vancouver and thank you for the opportunity to provide these comments.

Sincerely,



Erin Saylor
Staff Attorney
Columbia Riverkeeper

On behalf of:

Columbia Riverkeeper

Don Steinke, Climate Action of SW Washington

Nick Manning, Climate & Health Program Organizer, Washington Physicians for Social Responsibility

²² See *Pike v. Bruce Church, Inc.*, 397 U.S. 137, 90 S.Ct. 844 (1970) (noting that the state or local legislation must not be “clearly excessive in relation to the putative local benefits.”)

Damon Motz-Storey, Healthy Climate Program Director, Oregon Physicians for Social Responsibility

Dylan Plummer, Grassroots Organizer, Cascadia Wildlands

Mark Leed, Chair, Sierra Club Loo Wit Group

Matt Krogh, Campaign Director, Stand.earth

The Lands Council

Rebecca Ponzio, Washington Environmental Council/Washington Conservation Voters

Ryan Rittenhouse, Conservation Organizer, Friends of the Columbia Gorge

Stop Zenith Collaborative

Stop Fracked Gas PDX

Climate Action Coalition

Alliance for Community Engagement (ACE)

Oregon Conservancy Foundation

Puget Soundkeeper Alliance



Thursday, July 16, 2020

**Attn: Mayor Anne McEnerny Ogle
Members of the City Council
PO Box 1995
Vancouver, WA 98668-1995**

RE: Port of Vancouver USA Comments on Ordinance M-4295

Madam Mayor and Members of the City Council,

Thank you for the opportunity to provide comments related to Emergency Ordinance M-4295. The Port of Vancouver shares the City's strong commitment to environmental leadership and an aggressive response to climate change. This is evidenced in part by the Port Commission's adoption of Resolution 1-2019 adopting a renewable/clean energy policy. Furthermore, the port's recently adopted Strategic Plan established a vision to "build a community connected to a world of economic opportunity that supports a healthy environment, trade and living wage jobs" with the specific goal to "Develop a Climate Action Plan through analysis of internal programs and policies, regulatory and voluntary emission programs, and best practices, consistent with the port's commitment to sustainability."

The port competes globally with trading partners for clients who have many options in North America for importing to and exporting from key markets. Investments in infrastructure from Canada to the Panama Canal have put pressure on the port's marketing team to retain the geographic competitive advantage we have historically enjoyed. For a port that provides more than 3.8 billion dollars in economic impact and over 24,000 jobs to the region, it is critical to the livelihood of our citizenry to take a systems-based approach in balancing the need to provide environmental leadership while fostering continued economic growth.

The Port is currently in the process of creating our climate action plan in close consultation with constituents and key partners, including the City of Vancouver. Because the details of such a plan and associated actions can have a significant impact on tenant operations and overall competitiveness, our environmental team has been leading a robust analysis to understand how we can create a plan that reflects the need to act in the current situation, while allowing for the reasonable continued operation and growth of our existing and prospective tenants.

In addition, the port has taken an aggressive approach to pursuing clean energy opportunities, including a successful effort to secure a record number of wind components through our port, creating and sustaining much needed jobs in a time of crisis. Additionally, the economic development team has been exploring the evolution of clean energy sources, such as hydrogen and biodiesel as ways to reduce the port's fossil fuel footprint and profile while sustaining revenues. In short, the port is a leader in the transition to a clean energy future for Washington.

We appreciate the engagement City of Vancouver staff and leadership has had with the Port of Vancouver in ensuring a collaborative approach to implementing our mutual commitment to a more sustainable future for our community. While we are not aware of any specific project today that would fall under the prohibitions articulated in this moratorium, we continue to stress the importance of being thoughtful and intentional in crafting ordinances that are narrowly defined to create the desired outcome, while minimizing unintended outcomes.

For over 100 years, the Port of Vancouver has served as a key economic driver in our community by supporting the growth and needs of our tenants and trading partners, while balancing our desire to improve the quality of life in Southwest Washington. In conversations with our tenants and other partners, concerns were expressed over the broad definition of fossil fuels described in Ordinance M-4295. We know that our businesses and partners share our commitment to transitioning away from fossil fuels to a cleaner energy future. For these businesses to successfully implement this goal, the ability to pursue transitional product opportunities is critical.

The City of Vancouver's land use code (VMC 20.440.030) presently prohibits the development of bulk crude storage and handling facilities and petroleum/oil refineries outright, anywhere in the city. A bulk crude storage and handling facility is "any structure, group of structures, equipment, or device that stores or transfers any naturally occurring liquid petroleum extracted from geological formations beneath the earth's surface which requires further refinement before consumer use, including but not limited to; conventional crude oil, extra heavy oil, and bitumen. The term does not include facilities that store and handle finished products derived from petroleum including but not limited to asphalt." Notably, there is no minimum volume in the City code and thus, presumably, no bulk storage of any volume of unrefined liquid petroleum has been permitted in the city since 2016.

We respectfully encourage the City to consider limiting the facilities prohibited in this ordinance to those purely or primarily dedicated to fossil fuels. For those facilities that would support a transition to a cleaner future, while still requiring some blending or combination of fossil fuels and non-fossil fuel sources, we would recommend some type of review opportunity to ensure that the facility would contribute to the advancement of our mutual climate goals. The Port of Vancouver has been actively engaged in conversations about how to reduce the global carbon footprint of the maritime industry. This is an opportunity for the City of Vancouver and port to work together as leaders in this space.

Some additional questions the port has regarding this moratorium are as follows:

1. Would improvements to existing facilities to improve safety and seismic stability be allowed under this moratorium?
2. How would the moratorium apply to replacement of existing tanks?
3. Will new facilities that handle petroleum products be allowed under this moratorium if they are not burned for energy?
4. Would the permitting of anything that supports an existing and vested facility be allowed under this moratorium? Or will all improvements or modifications to a vested site be

disallowed as well? Referencing VMC 20.210.110. In other words, can you confirm that the moratorium does not apply to projects that improve the infrastructure that serves existing storage facilities?

5. Does Section 2.B.1 of the moratorium apply to all facilities described AND those over the two million gallon (47,000 barrel) threshold, OR only the facilities described that are over the threshold? The language of the moratorium is unclear whether it applies only to bulk fossil fuel facilities or all facilities associated with activity related to the movement and production of fossil fuel. A broad interpretation of this language could have a significant and negative impact on normal business operations across our community.

Clear guidance is essential to attracting and retaining the types of businesses and activities mutually supported by our respective agencies. Thank you again for the opportunity to provide feedback on this moratorium and for your consideration of our questions and comments.

Respectfully,

A handwritten signature in black ink, appearing to read 'Mike Bomar', with a stylized, cursive script.

Mike Bomar
Director of Economic Development

Delapena, Amanda

From: City of Vancouver - Office of the City Manager
Sent: Tuesday, July 14, 2020 12:54 PM
To: Delapena, Amanda
Subject: FW: In support of Vancouver's moratorium on large-scale fossil fuel facilities

For council

Kerry Peck | Support Specialist III



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From: Lila Berman [REDACTED]
Sent: Monday, July 13, 2020 8:00 PM
To: City of Vancouver - Office of the City Manager
Subject: In support of Vancouver's moratorium on large-scale fossil fuel facilities

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 Mayor McEnerny-Ogle,

Dear Mayor McEnerny-Ogle and Councilmembers,

Thank you for passing the moratorium that prohibits the establishment or expansion of large-scale fossil fuel facilities in the City of Vancouver. Your action is important for the health, safety, and sustainability of our community. I urge you to affirm the moratorium and to enact it for a full 6 months.

This moratorium creates an opportunity for the City to pursue the development of its own climate and resilience planning without the threat of a new major bulk fossil fuel project, and it is consistent with the Port of Vancouver's June 2019 policy of not pursuing bulk fossil fuel terminals. The moratorium ordinance safeguards Vancouver's water resources while protecting the health and safety of communities that could be negatively impacted by the potential location of a large-scale coal, oil, or fracked gas facility in the City.

In this way, the City Council is reinforcing Vancouver's vision of itself: a vibrant, healthy, just community that

values clean water and a stable climate.

Thank you,

Sincerely,
Lila Berman


Tucson, AZ 85750



Johan Hellman
Executive Director of Public Affairs

BNSF Railway Company
2454 Occidental Ave. South, Bldg. 1A
Seattle, WA 98134

July 20, 2020

Vancouver City Council
415 West 6th St.
Vancouver, WA 98668-1995

Sent electronically to: cmo@cityofvancouver.us

Re: Temporary Moratorium on Fossil Fuel Facilities

Dear Councilmembers:

Thank you for the opportunity to comment on the proposed temporary moratorium on fossil fuel facilities.

While we appreciate the opportunity to comment, we have some initial concerns about the council's process. It should be recognized that the moratorium was passed in June following minimal review by the council and without the benefit of formal process or public comment. It was only after the moratorium passed that public testimony was taken. Furthermore, while the very first line of the measure declares an emergency, it is difficult to imagine what this emergency might be since the measure does not specifically identify a clear and imminent threat facing the city with regard to fossil fuels. Rather, the measure makes broad assertions about these commodities. This is all the more confounding since the measure targets a group of commodities that are absolutely legal, carefully regulated by state and federal authorities, and used ubiquitously on a daily basis by the vast majority of people in the city of Vancouver.

Passing a temporary, six-month moratorium infers that whatever the immediate unidentified concern might be it will be alleviated within the established timeframe, so we trust the measure will be allowed to sunset rather than becoming a rolling series of temporary moratoria that have the cumulative effect of long-term policymaking. Using short-term tools to achieve long-term policy goals undermines the certainty and predictability on which business investments and capital improvements are based. As a result, this approach to policymaking is uniquely corrosive.

Moving beyond process, moratoria of this kind have a chilling effect on business investment even beyond the industries they target. Industry remains a critical sector in both Washington



state and the city of Vancouver. In difficult economic times, cornerstone Northwest industries (such as agriculture, natural resources, shipping and maritime) power our local economies through economic downturns as they have for more than a century. These industries provide family-wage jobs that support hundreds of main street businesses. However, a trade policy that picks winners and losers by restricting certain commodities undermines all industry.

We urge you to reject the moratorium for the following reasons:

First, at this critical time, as the local economy struggles towards recovery, it is essential that government and industry work together to support working families. The proposed moratorium introduces unnecessary economic uncertainty at a time when many families and businesses are struggling. The industrial sector provides good paying jobs with benefits throughout Clark County and around the state. These are the kinds of jobs that have sustained economic activity through the current downturn and will power the local economy towards future prosperity. However, local measures such as the proposed moratorium introduce needless uncertainty and undermine prospects for growth.

Second, the idea that this moratorium will only affect the targeted industries is a myth. Passing such a measure is akin to posting a sign over the whole county that says "closed for business." The reason is because it creates uncertainty for all industries. Although the measure specifically targets fossil fuels, it speaks more broadly of hazardous materials. Let's be clear about the wide range of commodities that may be considered hazardous. This includes items such as: chlorine, which is used to purify municipal drinking water; fertilizers, which are used to grow more verdant and abundant food crops; and, chemicals used to manufacture plastics, glass, medicines and numerous other products used every day in homes, businesses, hospitals, and schools. Targeting one set of commodities opens the door to attacking any commodity, which makes investment in your community seem much more risky. In short, it puts businesses in a position where they find it less risky to divert resources (and jobs) to more business-friendly cities and towns.

Third, the moratorium is specifically designed to limit capital investment, which is central to job growth and future opportunity. At a time when families and businesses are facing so much uncertainty, it is unfathomable that a community would intentionally stifle opportunities for companies to make private investments in local infrastructure. In addition to supporting existing jobs and future opportunities, these capital investments have a multiplier effect which reverberates through the economy. In other words, a dollar spent on infrastructure benefits numerous local businesses as it is re-spent at the hardware store, the local café, and a half dozen other businesses around the community. By creating artificial barriers to this kind of

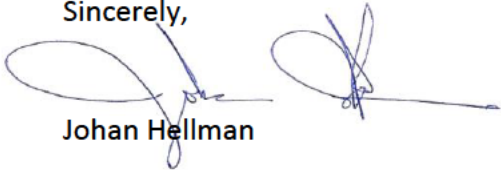


local investment, the city of Vancouver is not only closing off a set of industries, but is actually reducing opportunity for all local businesses.

In closing, I would just add that BNSF has been a proud member of the state's industrial trade sector for more than 150 years. Freight rail supports more than 342,000 jobs in Washington state. Rail service supports numerous cornerstone industries (including aerospace, agriculture, and building products) and hundreds of small businesses. Through the decades, Washington has benefitted from the diversity of its economy and the strength of its trade routes. However, the diversity and resilience of the entire economy diminishes each time a community restricts specific sectors from investing. For these reasons, we strongly urge you to reject the moratorium on fossil fuel development.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Johan Hellman". The signature is stylized with a large loop at the beginning and a horizontal line extending to the right.

Johan Hellman

Delapena, Amanda

From: City of Vancouver - Office of the City Manager
Sent: Tuesday, July 14, 2020 12:56 PM
To: Delapena, Amanda
Subject: FW: In support of Vancouver's moratorium on large-scale fossil fuel facilities

For council

Kerry Peck | Support Specialist III



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From: Andrea Burlingame [REDACTED]
Sent: Monday, July 13, 2020 6:15 PM
To: City of Vancouver - Office of the City Manager
Subject: In support of Vancouver's moratorium on large-scale fossil fuel facilities

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 Mayor McEnerny-Ogle,

Dear Mayor McEnerny-Ogle and Councilmembers,

Thank you for passing the moratorium that prohibits the establishment or expansion of large-scale fossil fuel facilities in the City of Vancouver. Your action is important for the health, safety, and sustainability of our community. I urge you to affirm the moratorium and to enact it for a full 6 months.

This moratorium creates an opportunity for the City to pursue the development of its own climate and resilience planning without the threat of a new major bulk fossil fuel project, and it is consistent with the Port of Vancouver's June 2019 policy of not pursuing bulk fossil fuel terminals. The moratorium ordinance safeguards Vancouver's water resources while protecting the health and safety of communities that could be negatively impacted by the potential location of a large-scale coal, oil, or fracked gas facility in the City.

In this way, the City Council is reinforcing Vancouver's vision of itself: a vibrant, healthy, just community that

values clean water and a stable climate.

Thank you,

Sincerely,
Andrea Burlingame


Portland, OR 97221

Delapena, Amanda

From: City of Vancouver - Office of the City Manager
Sent: Friday, July 17, 2020 8:48 AM
To: Delapena, Amanda
Subject: FW: Support expanding Vancouver's Fossil Fuel Moratorium

For council

Kerry Peck | Support Specialist III

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

From: Diane Chan [REDACTED]
Sent: Thursday, July 16, 2020 11:34 AM
To: City of Vancouver - Office of the City Manager
Subject: Support expanding Vancouver's Fossil Fuel Moratorium

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

To Whom it May Concern,
I have been a resident of Clark County for more than 17 years. One of my biggest fears is that we live in an earthquake zone where we are overdue for a large earthquake. Having a terminal with fossil fuels would be disastrous if an earthquake hit. It would compound an already scary and disastrous situation. We don't need this eminently dangerous situation hanging over our county.

I'm also concerned that the terminal would be near our poorer communities who often don't have a voice. Climate and social justice are linked. We don't need to suppress these communities more.

Please expand the moratorium indefinitely for the safety of our city!

Thank you,
Diane Chan

Sent from my iPhone

Delapena, Amanda

From: marcella chandler [REDACTED]
Sent: Friday, July 17, 2020 7:52 PM
To: City of Vancouver - Office of the City Manager
Subject: Extend the Fossil Fuel Moratorium in Vancouver!

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Dear Council members and Madame Mayor:

My name is Marcella Chandler. I live in the Esther Short Park neighborhood. I am a mother and retired Medical floor Nurse. I have been working for the last eight years to protect the safety and health of our community and environment. Especially against the large-scale Coal, Oil and Gas companies.

This moratorium will allow the city to plan and develop a permanent policy that will address large-scale-Fossil facilities, while addressing the environmental justice challenges now facing Vancouver.

I ask you to extend the Moratorium on Large-Scale-Fossil Fuel facilities to continue to protect the health and vibrancy of Vancouver.

Thank you

Marcella Chandler

Delapena, Amanda

From: City of Vancouver - Office of the City Manager
Sent: Thursday, July 16, 2020 11:21 AM
To: Delapena, Amanda
Subject: FW: In support of Vancouver's moratorium on large-scale fossil fuel facilities

For council

Kerry Peck | Support Specialist III



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From: Aaron Choate [REDACTED]
Sent: Wednesday, July 15, 2020 10:51 PM
To: City of Vancouver - Office of the City Manager
Subject: In support of Vancouver's moratorium on large-scale fossil fuel facilities

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 Mayor McEnerny-Ogle,

Dear Mayor McEnerny-Ogle and Councilmembers,

Thank you for passing the moratorium that prohibits the establishment or expansion of large-scale fossil fuel facilities in the City of Vancouver. Your action is important for the health, safety, and sustainability of our community. I urge you to affirm the moratorium and to enact it for a full 6 months.

This moratorium creates an opportunity for the City to pursue the development of its own climate and resilience planning without the threat of a new major bulk fossil fuel project, and it is consistent with the Port of Vancouver's June 2019 policy of not pursuing bulk fossil fuel terminals. The moratorium ordinance safeguards Vancouver's water resources while protecting the health and safety of communities that could be negatively impacted by the potential location of a large-scale coal, oil, or fracked gas facility in the City.

In this way, the City Council is reinforcing Vancouver's vision of itself: a vibrant, healthy, just community that

values clean water and a stable climate.

Thank you,

Sincerely,
Aaron Choate


Portland, OR 97202

Delapena, Amanda

From: City of Vancouver - Office of the City Manager
Sent: Friday, July 17, 2020 8:48 AM
To: Delapena, Amanda
Subject: FW: Fossil fuel facilities moratorium

For council

Kerry Peck | Support Specialist III



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From: Katharine Cotrell [REDACTED]
Sent: Thursday, July 16, 2020 1:32 PM
To: City of Vancouver - Office of the City Manager
Subject: Fossil fuel facilities moratorium

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

I stand in strong support of this proposed moratorium. I would be there in person to testify but the COVID-19 pandemic prevents me from attending.

While I am not a Vancouver resident (I live in Washougal), the effects of building any fossil fuel facility in Vancouver will directly affect me and my family in a number of ways, i.e., potential for catastrophic oil by rail accidents nearby, negative impact of fossil fuels on climate change and air and water quality, environmental justice in that there are a number of low rent dwellings along the train tracks that run through Washougal.

Indeed, the plethora of negative effects of fossil fuels transportation, infrastructure, and trade pose wholly unacceptable effects for the entire planet and its population, human, flora and fauna. Clearly, Vancouver must meet the Port of Vancouver's development plans.

Please take this opportunity to use more time to study this highly critical issue.

Thank you for your time and consideration.

Sincerely,
Katharine Cotrell

Delapena, Amanda

From: City of Vancouver - Office of the City Manager
Sent: Friday, July 17, 2020 4:17 PM
To: Delapena, Amanda
Subject: FW: Written comments for July 6 Council meeting

For Council

Kerry Peck | Support Specialist III

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

From: Enid Cox [REDACTED]
Sent: Friday, July 17, 2020 2:29 PM
To: City of Vancouver - Office of the City Manager
Subject: Written comments for July 6 Council meeting

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

I strongly support continuing the moratorium by the City of Vancouver on large-scale fossil fuel facilities. Your constituents spoke loud and clear that they wanted their health and safety protected by not having large scale fossil fuel facilities built in Vancouver in the Port Commissioner's election.

Enid Cox
[REDACTED]
Vancouver, WA 98683

Delapena, Amanda

From: City of Vancouver - Office of the City Manager
Sent: Friday, July 17, 2020 8:45 AM
To: Delapena, Amanda
Subject: FW: Comment regarding: City of Vancouver temporary moratorium against new bulk facilities for fossil fuels

For council

Kerry Peck | Support Specialist III



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From: Kristin Edmark [REDACTED]
Sent: Friday, July 17, 2020 7:27 AM
To: City of Vancouver - Office of the City Manager
Subject: Comment regarding: City of Vancouver temporary moratorium against new bulk facilities for fossil fuels

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.

Comment regarding: City of Vancouver temporary moratorium against new bulk facilities for fossil fuels
Respectfully submitted by: Kristin Edmark, private citizen, 7611 NE 296th Way, Battle Ground, WA 98604,
(360) 666-1285

Please do not be discouraged by bullying and threats by oil companies or by Western States Petroleum because

1. they will have much bigger problems if there is a new federal administration;
2. actually acting against the moratorium would be very bad publicity for them and could make it easier for other cities to take similar measures;
3. you are not alone. Earthjustice has stepped in to help Kalama. You would get similar help. Organizations would quickly back you and help similar to what we have seen in Kalama and Tacoma.

For example, some of the organizations listed on the website nomethanol360.com which submitted comments opposing the world's largest methanol refinery in Kalama are: Columbia Riverkeeper, Sierra Club, the Center for Biological Diversity, Stand.earth, Oregon Physicians for Social Responsibility, Food and Water Watch, Washington Physicians for Social Responsibility, 350 PDX, Rogue Climate, 350 Seattle, 350 Tacoma, 350 Eastside, Bark, Green Energy Institute, Center for Sustainable Economy and Cascadia Wildlands.

Thank you for passing a temporary moratorium against new bulk facilities for fossil fuels. The people of Vancouver and Clark County want this step. You are doing the right thing. Most people in the US believe climate change is real and needs to be addressed now.

Delapena, Amanda

From: Judy Arielle [REDACTED]
Sent: Sunday, July 19, 2020 10:51 PM
To: City of Vancouver - Office of the City Manager
Subject: Written comments for July 6 Council meeting

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.

Greetings!

I am a 71 year old retired educator residing in Portland for 5 decades. What happens in Vancouver affects us across the river. We are all part of the same ecosystem. I am writing to you to urge you to support the moratorium. The moratorium offers the City of Vancouver an opportunity to plan ahead and develop a permanent policy that addresses large-scale fossil fuel facilities and your commitment to address climate change.

I urge you to be bold and act to protect all of ours health, safety, and welfare.
Thank you for your consideration.

Judy Arielle Fiestal
Portland, Oregon

To: Vancouver City Council and Staff
Re: Fossil Fuel Moratorium
July 20, 2020

My name is Cathryn Chudy and I have offered citizen comment at City Council meetings over the past several years, encouraging our city to act on establishing protections for our environment and the health, safety and well being of our community.

Reducing emissions and ensuring a healthy and sustainable environment has been written into Vancouver's strategic planning commitments for more than a decade, and this Moratorium on large-scale fossil fuel facilities demonstrates that the City Council and staff are now taking concrete and visible action steps to follow through on these longstanding commitments.

The past several months have focused the city's attention on significant health risks that our community as a whole is facing, and I appreciate Council Member Lebowsky's reminder that the city has an urgent obligation to ensure environmental justice for our low-income communities and communities of color who face elevated environmental health disparities that would only be made worse should large-scale fossil fuel facilities be located in proximity to their neighborhoods. Such facilities are inconsistent with our city's equity priorities.

In the ongoing efforts of the many voices in our community urging our City Council to make meaningful policy related to climate change, the voices of our young people that have appeared before you are hopefully most persuasive. They have told you that catastrophic climate change is a threat to their future, and that they see their future resting in your hands. Your Moratorium document cites the findings in the 9th Circuit Court of Appeals January 2020 majority opinion in *Juliana v. United States*, which reluctantly concluded that the case for their future must be made to you, their elected representatives.

You will not be letting them down by continuing this Moratorium and ultimately making the ban on new or expanded fossil fuel infrastructure in Vancouver permanent.

Thank you,

Cathryn Chudy
Vancouver, WA 98663


Delapena, Amanda

From: City of Vancouver - Office of the City Manager
Sent: Friday, July 17, 2020 8:49 AM
To: Delapena, Amanda
Subject: FW: Moratorium on Large-Scale Fossil Fuel Facilities

For council

Kerry Peck | Support Specialist III



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From: Steve Foster [REDACTED]
Sent: Thursday, July 16, 2020 8:22 PM
To: City of Vancouver - Office of the City Manager
Subject: Moratorium on Large-Scale Fossil Fuel Facilities

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.

Vancouver City Council:

I'm writing to ask that the Council make permanent the moratorium on large-scale fossil fuel facilities in Vancouver.

Vancouver could become an attractive target for such developments, posing major health, safety and sustainability issues, similar to the controversial Tesoro-Savage oil train proposal. This should not happen. Currently the moratorium protects the health and safety of Vancouver. And it protects critical water resources and infrastructure. This needs to stay that way for a better Vancouver.

Thank you,
Steve Foster
Vancouver, WA

Delapena, Amanda

From: Pat Freiberg [REDACTED]
Sent: Monday, July 20, 2020 4:14 PM
To: City of Vancouver - Office of the City Manager; Pat Freiberg
Subject: M-4295

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.

Good evening, I am Pat Freiberg, a resident of Ridgefield, WA. I appreciate the opportunity to add my 2 cents to this discussion.

Four months ago when many of us began isolating at home to avoid Covid 19, we heard about broken supply chains. People suddenly needed bleach, clorox wipes, hand sanitizer and toilet paper. As these items became scarce and grocery shelves emptied, not to be quickly restocked, I had a sense of foreboding, Was this a foreshadowing of life to come in say, 2030 or 2035?

While I didn't need any of the aforementioned items, I thought about my visit to Zimbabwe in 2002. I saw people standing in line for hours just to buy a bottle of cooking oil. Could such a thing happen here?

Well, yes, I think it could. If climate disruption is not soon reversed, our food surpluses will disappear as too much heat and too little water decimate the U.S. midwest and California's San Joaquin Valley.

According to NOAA, our use of fossil fuel products has raised atmospheric CO2 a full 80 ppm in the last 40 years. 350 ppm is considered the top of the safety zone to preserve life as we've known it. Currently the CO2 rate is 412 ppm and we can expect it to be 430 ppm in 2030, 440 ppm in 2035. These numbers indicate a threat to human existence.

Because of these facts, I support the moratorium. It will give the city time to develop a permanent fossil fuel policy and lay the groundwork for a climate action plan. The moratorium addresses the health, safety and natural resources of our citizens and our region.

Life is bumpy for all of us right now and it's going to become seriously more difficult in the near future. We need to plan for upcoming challenges---existential challenges that will be borne by our children, grandchildren, and those not yet born.

Adopt ordinance M-4295. Declare an emergency and adopt a 6 month moratorium to ban the establishment of new large scale fossil fuel facilities and prevent the expansion of existing one.

Respectively submitted,
Patricia Freiberg
Ridgefield WA

Delapena, Amanda

From: City of Vancouver - Office of the City Manager
Sent: Tuesday, July 14, 2020 12:56 PM
To: Delapena, Amanda
Subject: FW: In support of Vancouver's moratorium on large-scale fossil fuel facilities

For council

Kerry Peck | Support Specialist III



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From: Cheryl Gavin [REDACTED]
Sent: Monday, July 13, 2020 5:41 PM
To: City of Vancouver - Office of the City Manager
Subject: In support of Vancouver's moratorium on large-scale fossil fuel facilities

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 Mayor McEnerny-Ogle,

Dear Mayor McEnerny-Ogle and Councilmembers,

Thank you for passing the moratorium that prohibits the establishment or expansion of large-scale fossil fuel facilities in the City of Vancouver. Your action is important for the health, safety, and sustainability of our community. I urge you to affirm the moratorium and to enact it for a full 6 months.

This moratorium creates an opportunity for the City to pursue the development of its own climate and resilience planning without the threat of a new major bulk fossil fuel project, and it is consistent with the Port of Vancouver's June 2019 policy of not pursuing bulk fossil fuel terminals. The moratorium ordinance safeguards Vancouver's water resources while protecting the health and safety of communities that could be negatively impacted by the potential location of a large-scale coal, oil, or fracked gas facility in the City.

In this way, the City Council is reinforcing Vancouver's vision of itself: a vibrant, healthy, just community that

values clean water and a stable climate.

Thank you,

Sincerely,
Cheryl Gavin

[REDACTED]

Vancouver, WA 98686

Delapena, Amanda

From: [REDACTED]
Sent: Monday, July 20, 2020 6:34 PM
To: City of Vancouver - Office of the City Manager
Subject: Statement Against Fossil Fuels

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 Counsel:

I am disheartened and disappointed to learn that this has become an issue once again. I thought we, Clark County citizens, made it clear that fossil fuels are not welcome here. We value our quality of life, our environment, and the health of our county now, and well into the future. That means NO to fossil fuels, and YES! to clean energy.

Thank you,
D. Gibson
Vancouver, 98881

Sent from my iPhone

Delapena, Amanda

From: Michael Hall <[REDACTED]>
Sent: Sunday, July 19, 2020 10:54 AM
To: City of Vancouver - Office of the City Manager
Subject: Moratorium

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

I support continuing the Moratorium indefinitely. Keep Vancouver safe and clean... Michael Hall, Milwaukie
OR

City of Vancouver Testimony 7.20.20 re: Fossil Fuel Moratorium

Hello Mayor and City Council members.

My name is Heidi Cody. I am testifying tonight in support of the City of Vancouver's efforts to expand the moratorium on new fossil fuel infrastructure to six months, and eventually establish a ban. These projects threaten our health, our environment and our economy.

I've been reading recently about the fracked gas industry, where a lot of the flammable, explosive trains we see rolling through Vancouver come from. It's hard to believe, but the fracked gas industry has never been very profitable. Now demand has wilted during the pandemic. Some fracked gas companies are in such dire straits that they are going belly-up and declaring bankruptcies...but not before giving their executives millions or even tens of millions of dollars in bonuses.

Typically these companies do not have enough money to clean up their own mess when they shut down, leaving taxpayers on the hook for cleanup. The same is true when a bad oil or gas train accident happens: taxpayers get stuck with the enormous cost of cleanup. This phenomenon is known as "privatizing the profits and socializing the loss." Vancouver does not need to get stuck on the business end of this terrible, extractive business model.

Vancouver is a beautiful city and we've invested heavily in our waterfront. Any big fossil fuel projects around here would mean a lot of pollution, toxic fumes, dangerous risk of fire and explosion--to say nothing of our high earthquake risk. There is no reason to be supporting the dying fossil fuel industry by putting our community in harm's way.

This is a challenging process, to extend a moratorium and establish a ban of fossil fuel infrastructure projects. But the effort we are all putting in now, is nothing compared to the price tag of being unprepared when a disaster strikes, or when climate change shows up in earnest.

I'd like to thank the Mayor and City Council for pursuing this process. I am so grateful to learn that you have been listening to us about preventing these projects. Given the current state of our federal government, it is a BIG deal to feel that the Mayor and City Council are operating from a sense of the "greater good."

Thank you.

Delapena, Amanda

From: Teresa Hardy [REDACTED] >
Sent: Monday, July 20, 2020 11:56 AM
To: City of Vancouver - Office of the City Manager
Subject: Stand up to Oil Coalition

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.

Last week almost 30 environmentalist, climate activist groups, concerned students, parents, and grandparents, called in to **support the moratorium**. This week the Council will hear from more concerned members of the community to pass the moratorium to protect the health and safety of Vancouver residents and to allow Vancouver to hone its approach to the climate crisis. The moratorium includes **strong findings** demonstrating the urgency of taking action.

This is a time that the Council can take **Bold Action**.

Don Steinke, Alona Steinke, and Cathryn Chudy have been diligently working with a task force to gather community support to pass the moratorium and to turn the six month freeze into a **permanent ban**.

Other communities around the country have been stepping up.

"Passing local laws might seem small potatoes when our environmental challenges are so large, but Holden Slottie of New York says that they can be a way of laying groundwork for larger victories. She should know.... she won the Goldman Environmental Prize in 2014 with no experience or background for her work helping towns across New York State ban fracking. There are now more than 170 towns and cities with organized, determined residents who are fans of clean water and know how to keep them that way."

San Luis Obispo Mayor, Heidi Harmon, in 2018 considered a bold move for the City: becoming the first to have Net Zero by 2035 and it passed. Harmon says "going slow on this issue is the same as doing nothing."

In 2018 Supervisor Scott Haggerty who represented the region believed that oil wells in Livermore, Ca (Alameda County) posed a potential danger. Jason Pfeifle, a climate campaigner at the Center for Biological Diversity, said "Alameda County showed what real climate leadership looks like when they voted to deny an extension of a conditional permit for oil producing in the county."

The front cover of the May/June 2020 **SIERRA MAGAZINE**

VOTE

Like the

Planet

Depends

On It

(Because

It does)

Delapena, Amanda

From: Craig Heverly [REDACTED]
Sent: Sunday, July 19, 2020 4:44 PM
To: City of Vancouver - Office of the City Manager
Subject: Moratorium

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

I support Clean Air and Safe communities, I support the moratorium, Thank you.

Delapena, Amanda

From: City of Vancouver - Office of the City Manager
Sent: Friday, July 17, 2020 8:46 AM
To: Delapena, Amanda
Subject: FW: In support of Vancouver's moratorium on large-scale fossil fuel facilities

For council

Kerry Peck | Support Specialist III



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From: Linda Horst [REDACTED]
Sent: Thursday, July 16, 2020 8:38 PM
To: City of Vancouver - Office of the City Manager
Subject: In support of Vancouver's moratorium on large-scale fossil fuel facilities

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 Mayor McEnerny-Ogle,

Dear Mayor McEnerny-Ogle and Councilmembers,

Thank you for passing the moratorium that prohibits the establishment or expansion of large-scale fossil fuel facilities in the City of Vancouver. Your action is important for the health, safety, and sustainability of our community. I urge you to affirm the moratorium and to enact it for a full 6 months.

This moratorium creates an opportunity for the City to pursue the development of its own climate and resilience planning without the threat of a new major bulk fossil fuel project, and it is consistent with the Port of Vancouver's June 2019 policy of not pursuing bulk fossil fuel terminals. The moratorium ordinance safeguards Vancouver's water resources while protecting the health and safety of communities that could be negatively impacted by the potential location of a large-scale coal, oil, or fracked gas facility in the City.

In this way, the City Council is reinforcing Vancouver's vision of itself: a vibrant, healthy, just community that

values clean water and a stable climate.

Thank you,

Sincerely,
Linda Horst


Kelso, WA 98626

Delapena, Amanda

From: Stan Isley [REDACTED]
Sent: Friday, July 17, 2020 5:42 PM
To: City of Vancouver - Office of the City Manager
Subject: In support of Vancouver's moratorium on large-scale fossil fuel facilities

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 Mayor McEnerny-Ogle,

Dear Mayor McEnerny-Ogle and Councilmembers,

Thank you for passing the moratorium that prohibits the establishment or expansion of large-scale fossil fuel facilities in the City of Vancouver. Your action is important for the health, safety, and sustainability of our community. I urge you to affirm the moratorium and to enact it for a full 6 months.

This moratorium creates an opportunity for the City to pursue the development of its own climate and resilience planning without the threat of a new major bulk fossil fuel project, and it is consistent with the Port of Vancouver's June 2019 policy of not pursuing bulk fossil fuel terminals. The moratorium ordinance safeguards Vancouver's water resources while protecting the health and safety of communities that could be negatively impacted by the potential location of a large-scale coal, oil, or fracked gas facility in the City.

In this way, the City Council is reinforcing Vancouver's vision of itself: a vibrant, healthy, just community that values clean water and a stable climate.

Thank you,

Sincerely,
Stan Isley

[REDACTED]
Yakima, WA 98902

Delapena, Amanda

From: Mark Leed <[REDACTED]>
Sent: Monday, July 20, 2020 7:57 AM
To: City of Vancouver - Office of the City Manager
Subject: Moratorium; Climate Action

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

I am a 15-year homeowner in the Maplewood neighborhood of Vancouver, and I support the moratorium on new and expanded large-scale fossil fuel facilities.

The moratorium offers the City of Vancouver an opportunity to plan ahead and develop a permanent policy on large-scale fossil fuel infrastructure.

The moratorium is consistent with the Port of Vancouver's development plans, protects critical water resources, and is important for addressing environmental justice challenges in Vancouver. The moratorium wisely builds on the previous policy restricting petroleum terminals within the City.

Mark Leed

[REDACTED]
Vancouver, WA 98661
(360) 735-9451

Delapena, Amanda

From: Frank Marré [REDACTED]
Sent: Sunday, July 19, 2020 7:22 PM
To: City of Vancouver - Office of the City Manager
Subject: City Council's Fossil Fuel Moratorium

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

Dear Sirs:

I writing to thank the City Council for initiating a Fossil Fuel Moratorium and to ask the City Council to make the moratorium permanent.

There are many reasons to extend the moratorium to a permanent ban. As a public health and preventive medicine physician I will limit my remarks to just one of the many health hazards associated with fossil fuel transport, storage and use. Large-scale fossil fuel facilities pose unique and significant health hazards due to air pollution which is directly linked to the prevalence of asthma and other chronic respiratory diseases with a concomitant increase in physician office visits, hospital admissions and deaths in children and adults.

The economic argument for fossil fuels is a false one. Fore example Germany produces 46% of its electricity from renewable sources (2019). Over a 6 year period (2004 to 2010) Germans employed in the clean energy sector more than doubled from 160,000 to 370,000. Why would we trade the health of our community for a few dirty jobs of the past when we can move our community and economy into the future with clean energy? Let's opt for more jobs, better jobs, better health and clean air.

Thank you for leading our community into the future.

Sincerely

Frank Marre DO MS FAOCOPM

Delapena, Amanda

From: Katy Mcfadden [REDACTED]
Sent: Sunday, July 19, 2020 11:38 AM
To: City of Vancouver - Office of the City Manager
Subject: Moratorium

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

No more expansion for any fossil fuel folly. Both the Arctic and Antarctica are melting at a frightening rate. Scientists have shown it is a direct result of our use of fossil fuel. This will affect all living things on this planet. We must move to a fair, equitable and sustainable form of energy - not tomorrow - NOW. Time is running out.

Delapena, Amanda

From: Mona McNeil [REDACTED]
Sent: Saturday, July 18, 2020 6:08 PM
To: City of Vancouver - Office of the City Manager
Subject: fossil fuel facilities moratorium

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

My name is Mona McNeil, Ph.D. and I live in Mt. Vista. I am a retired Clinical Psychologist, educated at UW and WSU and a Vancouver resident since 1988, when my late husband, Randy Kleinhesselink, was the first undergraduate professor at what would become WSUV.

We moved here because of the beauty, the mountains, the Columbia and the exciting promise of a new university to serve SW Washington. We both fell in love with Vancouver, and I intend to spend the rest of my life here.

I thank you for all you have done to make Vancouver even more beautiful and vibrant, with an even better future if the right decisions continue to be made.

I want you to continue to look into the future for our children, grandchildren and generations to come.

Making a permanent decision to ban large-scale fossil fuel facilities would free Vancouver from the constant worry of being invaded by a dying industry that has contributed so much to climate change and harm to our environment and health. The risk is borne by all of us, but the financial rewards go to very few in comparison. This is morally wrong.

Large fossil fuel facilities degrade quality of life and create health risks for Vancouver. The people of color and low income families living nearby, or along the rail tracks, should not be burdened with exposure and daily threat of environmental risk. The earth is in peril, and bold leadership is needed to try and turn it around.

Please make a permanent commitment to focus on renewable and safe energy, which will provide more jobs and better living conditions for our community and begin to heal the world's damage from fossil fuels.

We have no more time to go about business as usual. If, in 1988, Vancouver had been an "oil town" we would never have moved here.

Thanks for your efforts.

Mona McNeil, Ph.D., Retired Licensed Clinical Psychologist and WSU adjunct.

Delapena, Amanda

From: City of Vancouver - Office of the City Manager
Sent: Friday, July 17, 2020 8:48 AM
To: Delapena, Amanda
Subject: FW: Support for Moratorium on expansion of fossil fuel facilities

For council

Kerry Peck | Support Specialist III



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From: SANDRA MEUCCI [REDACTED]
Sent: Thursday, July 16, 2020 1:48 PM
To: City of Vancouver - Office of the City Manager
Subject: Support for Moratorium on expansion of fossil fuel facilities

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 City Council members -

I am writing to express my support for extending the moratorium on the expansion or establishment of new large scale fossil fuel facilities in Vancouver, WA. I believe we are at a moment in history deserving of a more thoroughgoing consideration of the energy policies we want to promote. It is obvious that our planetary health and future of our children requires a far more robust effort to puzzle through renewable energy possibilities. Each region has a unique matrix of natural energy generating capabilities (combinations of wave, wind, hydro, solar are just the starting points for this) that require exploration and development. Our energy dollars need to be rebalanced in that direction and if we continue to build fossil fuel infrastructure that is a guarantee that we will not be equipping ourselves for the new and renewable sources.

Thank you for your consideration.

Sandra Meucci, Ph.D.
Tobacco Policy Specialist

[REDACTED]
Portland, Oregon 97213

[REDACTED]

My name is Kame Murphy I am a community organizer for Columbia Riverkeeper based out of Portland, Oregon. I have a Master's in Public Health with a focus on Environmental Systems and Human Health, and I am writing to offer my support of the moratorium for the following reasons.

- ***This moratorium protects the health and safety of Vancouver residents while it is in effect.*** Large-scale fossil fuel facilities impose unique health and safety hazards, including air pollution impacts, fire hazards, and water pollution hazards. These concerns provide a compelling basis for extending the moratorium for the full 6 months. Large-scale fossil fuel facilities can contribute fine particulate matter air pollution, diesel exhaust, as well as low-level ozone (smog) to the local airshed. Fossil fuel facilities can also introduce toxic air pollutants into local neighborhoods. Lastly, large-scale fossil-fuel facilities like LPG or LNG facilities could create major fire hazard and safety risks in Vancouver that overwhelm the emergency response capabilities of local first responders. These are compelling reasons to extend the moratorium, and the City is right to assert in the moratorium that “the storage, transfer, processing and handling of other fossil fuels within the City pose risks to safety, health, and livability, including mobility of people, other freight, and other commercial vehicles which are potentially catastrophic in magnitude.”
- ***The moratorium is important for addressing environmental justice challenges in Vancouver.*** In passing the moratorium in June, the City Council acknowledged that fossil fuel processing or storage facilities are often located in close proximity to low income communities or communities of color, causing disproportionate negative health outcomes for these communities. Other rail-dependent large-scale fossil fuel facilities would trigger similar environmental justice concerns. This moratorium is a step towards a more equitable Vancouver.
- ***The moratorium offers the City of Vancouver an opportunity to plan ahead and develop a permanent policy that addresses large-scale fossil fuel facilities.*** The moratorium isn't permanent. It is meant to create time for the City to develop a more permanent approach to addressing the safety, public health, and climate-changing pollution issues raised by large-scale fossil fuel terminals, something our communities desperately need. The moratorium also creates an opportunity for the City of Vancouver to consider its broader plans for climate change and resiliency planning for the city.
- ***Vancouver could continue to be an attractive target for large-scale, polluting fossil fuel developments.*** Although Vancouver sent a clear message that the City is not open to major new oil train terminal facilities by rejecting the Tesoro-Savage project, the city remains located near major rail lines and a deep-water port. As a result, **Vancouver would likely be an attractive target for major new LPG-by-rail, LNG-by-rail, coal-by-rail, or other fossil fuel proposals.** As the “whereas” statements in the moratorium correctly acknowledge, these types of projects could pose major health, safety, and sustainability challenges for Vancouver, similar to the controversial Tesoro-Savage oil train proposal.

- ***The moratorium is consistent with the Port of Vancouver's development plans.***

The Vancouver community and the region are eager to see the Port and the City Council move in the same, sustainable direction. In June 2019, the Port resolved not to pursue new bulk fossil fuel terminals on port-owned industrial property. In the wake of the five-year controversy surrounding the Tesoro-Savage oil train terminal, the City's moratorium is an opportunity for the City and the Port to be on the same page, again, about a common vision for Vancouver's future.

- ***The moratorium protects critical water resources and infrastructure in the City of Vancouver.***

Large-scale fossil fuel facilities pose unique risks to clean water, transportation, and other public resources within the City of Vancouver. As the moratorium acknowledges, Vancouver relies on local water sources for drinking water, and large-scale fossil fuel facilities could contribute to pollution to these water sources. Further, the moratorium shows that the City's shorelines and other areas are susceptible to soil liquefaction that could exacerbate risks of fossil fuel releases in a large seismic event. The City's moratorium wisely builds on the previous policy restricting petroleum terminals within the City.

- ***The moratorium is necessary to allow Vancouver to hone its approach to the climate crisis.***

In July, the World Meteorological Organization forecasted that the world is increasingly likely to cross the threshold of 1.5 degrees Celsius warming within the next five years, a "screaming warning signal," according to Anders Levermann, a scientist at the Potsdam Institute for Climate Impact Research. The moratorium cites a recent Ninth Circuit Court of Appeals decision stating, "The problem is approaching 'the point of no return.'" The moratorium also cites extensively to Washington State Executive Order No. 14-04, which demonstrates that Washington is already experiencing negative impacts from climate change and will face increased costs in future years. And the City's moratorium correctly asserts that fossil fuels have "a demonstrated nexus to climate change and environmental pollution." The moratorium is urgent and timely.

- ***The moratorium includes strong findings demonstrating the urgency of taking action.***

The moratorium states, "(T)he University of Washington has found that Washington State has experienced long-term warming, a lengthening of the frost-free season, more frequent nighttime heat waves, rising sea levels along most of Washington's coast, increased coastal ocean acidity, declining glacial area and spring snowpack, and changes in the peak stream-flows in many rivers to earlier in the year; such that three key areas of risk, specifically changes in the natural timing of water availability, sea level rise and ocean acidity, and increased forest mortality, will likely bring significant consequences for the economy, infrastructure, natural systems, and human health of the region." Many of these impacts will directly impact the quality of life, economy, and health of Vancouver residents. Again, the moratorium is urgent and timely.

In times like these, we need bold leadership that is protective of the health and safety of our communities and our environment. Thank you for stepping forward toward a cleaner, healthier future.

Delapena, Amanda

From: City of Vancouver - Office of the City Manager
Sent: Thursday, July 16, 2020 11:21 AM
To: Delapena, Amanda
Subject: FW: In support of Vancouver's moratorium on large-scale fossil fuel facilities

For council

Kerry Peck | Support Specialist III



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From: Mary Neptune [REDACTED]
Sent: Wednesday, July 15, 2020 12:56 PM
To: City of Vancouver - Office of the City Manager
Subject: In support of Vancouver's moratorium on large-scale fossil fuel facilities

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 Mayor McEnerny-Ogle,

Dear Mayor McEnerny-Ogle and Councilmembers,

Thank you for passing the moratorium that prohibits the establishment or expansion of large-scale fossil fuel facilities in the City of Vancouver. Your action is important for the health, safety, and sustainability of our community. I urge you to affirm the moratorium and to enact it for a full 6 months.

This moratorium creates an opportunity for the City to pursue the development of its own climate and resilience planning without the threat of a new major bulk fossil fuel project, and it is consistent with the Port of Vancouver's June 2019 policy of not pursuing bulk fossil fuel terminals. The moratorium ordinance safeguards Vancouver's water resources while protecting the health and safety of communities that could be negatively impacted by the potential location of a large-scale coal, oil, or fracked gas facility in the City.

In this way, the City Council is reinforcing Vancouver's vision of itself: a vibrant, healthy, just community that

values clean water and a stable climate.

Thank you,

Sincerely,

Mary Neptune

[REDACTED]

Vancouver, WA 98683

Delapena, Amanda

From: Jane Nicolai [REDACTED]
Sent: Monday, July 20, 2020 8:51 AM
To: City of Vancouver - Office of the City Manager
Subject: Moratorium

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

Dear Vancouver City Council,

None of this is new news or has any reason to be controversial:

- The transport of fossil fuels is dangerous; where it comes out of the ground, as it is transported, and as it is burned
- The storage facilities vent harmful pollutants that cause birth defects, respiratory illness, and cancers
- We cannot fight climate change if we make the problem worse

This is an opportunity to make the world a better, safer, healthier, more welcoming home - or to increase the defilement and destruction of our life-giving environment.

The quality of life, economy, and health of Vancouver residents (and the world by extension) is at stake here, and you have a say in the well-being of all of us.

Please support and extend the Moratorium. do what you can to make it permanent.

Thank you,
Jane Nicolai
Life-long Washington Resident

Delapena, Amanda

From: Willocks, Paul [REDACTED]
Sent: Monday, July 20, 2020 8:34 AM
To: McEnerny-Ogle, Anne; Hansen, Bart; Stober, Ty; Glover, Linda; Lebowsky, Laurie (City Council); Paulsen, Erik; Fox, Sarah
Cc: City Attorney Emails; City of Vancouver - Office of the City Manager; Lande, Aaron; Nelson, Darrell; Yocom, Jennifer; Willocks, Paul
Subject: City of Vancouver Temp Moratorium on New or Expanded Large-Scale Fossil Fuel Processing & Storage Facilities (Ordinance M-4295)
Attachments: NWNatural_VANCFossilFuelMoratLetterFINAL071720.pdf
Importance: High

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.

Good Morning Mayor Anne McEnerny-Ogle, Vancouver City Council, & Staff,

Over the last couple of weeks I have had the privilege of chatting with most of you in regards to subject City of Vancouver Temp Moratorium on New or Expanded Large-Scale Fossil Fuel Processing & Storage Facilities (Ordinance M-4295). My apologies if we have not spoken yet, as abbreviated timeframes/schedules have not allowed me to touch base prior to this transmittal of attached written comments for this evening's City Council Meeting, specifically Public Hearing Item #10 (below). (cmo@cityofvancouver.us has been cc'd)

10. [Public hearing on resolution in support of temporary moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities](#)
Staff Report 089-20

A RESOLUTION making findings of fact in support of the adoption of Ordinance No. M-4295 declaring an emergency and adopting a six-month temporary moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities.

Request: On Monday, July 20, 2020, subject to public hearing, adopt a resolution making findings of fact in support of Ordinance M-4295.

Aaron Lande, Senior Policy Analyst, 487-8612

Not for inclusion in the moratorium but for additional research and context – in the fourth Whereas, there is notable discussion of the need for resiliency in our energy system. You might be interested in this recent study by Portland State University that finds that the regional natural gas system could provide a transportation sector backup that would be helpful for post-disaster recovery plan:

- Press release: <https://www.nwnatural.com/AboutNWNatural/PressRoom/2020PressReleases/PSUEarthquakeResilienceStudy>
- Full study at: <https://www.pdx.edu/cps/profile/renewablecompressed-natural-gas-rcng-transportation-system-resilience>

I am also tracking down research/data (as asked by some of you) on inadvertent impacts related to housing (specifically lower income) here in SW Washington if we move away from natural gas. I will forward this on to you all as soon as it is available, my apologies for not including it in this transmittal.

Lastly, I am available all day today (my cell is listed below) if any of you have any questions or concerns before tonight's hearing & I thank you all for the opportunity to collaborate with you all on this very important topic for our community's safety & well-being, for the near & long-term future.

Best Regards,

Paul M. Willocks

NW Natural

Marketing, Public Affairs & Channel Development



| nwnatural.com

July 20, 2020

Re: City of Vancouver's Temporary Moratorium on New or Expanded Large-Scale Fossil Fuel Processing and Storage Facilities

Dear Mayor McEnerny-Ogle, Vancouver City Council, Staff,

NW Natural appreciates the opportunity to provide comments on the City of Vancouver's temporary moratorium on new or expanded large-scale fossil fuel processing and storage facilities. NW Natural is a 161-year-old local distribution company (LDC) that provides natural gas directly to customers in Oregon and Washington. We provide natural gas to more than 2.5 million people through 750,000 connections in the region.

We recognize, along with Council and the community, that there is a climate imperative and that we must work together to address this future. In addition, safety is one of NW Natural's core values. We share the Council's desire to plan for and build a resilient community and mitigate infrastructure concerns related to seismic events. It is in this light that NW Natural submits these comments to the record around the Temporary Moratorium and any possible related future moratoriums. Our goal with this letter is to help clarify the current language so that we do what we believe could lead to unintended consequences in the current language.

NW Natural is working on projects now that will flow renewable natural gas (RNG) into our pipeline system and we are working on a renewable hydrogen project as well. **Renewable natural gas^a is produced from organic materials like food, agricultural and forestry waste, landfills and wastewater. Renewable hydrogen^b is made from wind, hydro-electric, or solar energy that would otherwise go to waste.** The future of renewable energy coming onto our system to reduce greenhouse gas emissions as well as our need to maintain safe gas infrastructure for the community and our customers, indicates that:

- All forms of renewable energy should be explicitly excluded from "fossil fuel" as defined in the moratorium and any future zoning code amendments.
- The City should avoid language that could hinder investment in the production of, and storage capacity for renewable energy such as renewable natural gas, biogas, renewable hydrogen, and synthetic methane created from renewable hydrogen.
- Structures like compressed natural gas (CNG) fueling stations should be explicitly exempted from the moratorium as they are key to lowering emissions in the

transportation sector and more. These structures are akin to gas stations that are expressly exempted from the moratorium and they may blend renewable fuels and traditional natural gas.

- New temporary structures like CNG trailers (used in short-term maintenance or cold weather situations for customers) or other storage equipment used in the maintenance of gas distribution system should be explicitly allowed.

BACKGROUND:

NW Natural's Business: Throughout the region, the company owns a modern pipeline system that delivers gas to homes and businesses for water and space heating, cooking, and industrial processes.

NW Natural Environmental Values: As a 161-year-old company, NW Natural takes climate action very seriously. Environmental stewardship is one of our core values.

That is why we are committed to pursuing a carbon neutral pipeline by 2050. We see no technical barrier to achieving this and we embrace challenges that come with that change. Not only do we see no technical barriers, this will be required. Why? Simply put, the gas system delivers too much energy for our region to meet its climate goals without putting this existing reliable and safe infrastructure to use in new ways – there isn't enough money or time to meet the goals any other way.

This is a realization European countries have come to understand and why they have begun the transformation to achieve carbon neutrality in their gas system, which they now embrace rather than question.¹

Backed by studies by the Oregon Department of Energy² and ICF International³ the technical potential for RNG production is significant: respectively, the reports conclude there is enough to supply RNG to every home using natural gas in Oregon today and there is enough national supply that can be produced at a competitive cost using known technologies to meet a 95% reduction in emissions associated with natural gas use from the national residential sector. Additional analysis conducted by Washington State University and the Department of Commerce in 2018,⁴ shows additional technical potential of RNG in Washington characterized as 3-5% of total natural gas consumption consumed in the state, that includes power production (about equivalent to the direct use NW Natural provides) but does not consider forest waste or power to gas.

NW Natural is uniquely positioned to deliver RNG, renewable hydrogen, and synthetic methane created from renewable hydrogen. These forms of energy are newer than wind and solar, but offer similar climate benefits. In 2019, Washington Governor Jay Inslee signed HB 1257, which allows us to deliver RNG to our customers and have additional voluntary options for customers who would like to go above and beyond. Also, in 2019,

Oregon Governor Kate Brown signed Senate Bill 98 into law, creating a path for renewable natural gas to become an increasing part of the state’s energy supply.

We can do all this by leveraging our existing system, which is one of the newest and tightest in the country. NW Natural took early action and completed our pipeline replacement program in 2015. We can also do this with help from customers who offset their energy use through our Smart Energy carbon offset program, which was one of the first voluntary emission reduction programs offered by an LDC in the nation.

SPECIFIC COMMENTS ON THE MORATORIUM:

While the moratorium does not appear to be specifically directed at our operations within the City of Vancouver, we note several areas that could be clarified to prevent unintended consequences.

SECTION	NW NATURAL COMMENTS
On Page 5 – Second full Whereas	Coal, petroleum and natural gas are lumped together and their nexus with climate pollution is summarized. While we agree that all of these are fossil-based resources, fossil-based natural gas has a significantly lower carbon content than coal or petroleum fuels. Please consider: • Natural gas emits about 50% less carbon than coal⁵ • Natural gas vehicles (NGVs) run cleaner than gasoline or diesel, reducing GHGs by up to 30%, carbon monoxide by 70 to 90%, and nitrogen oxide (NO_x) emissions by 74 to 99%⁶ While we understand and agree that traditional fossil-based natural gas should be defined as a fossil fuel, the City’s findings should recognize and expressly distinguish between the effects of traditional natural gas and the effects of coal and petroleum. This becomes especially needed as organizations consider the benefits of a compressed natural gas (CNG)/RNG blend for heavy-haul vehicle applications as a replacement for diesel.
Definition of Large-Scale Fossil Fuel Facility (LSFFF)	We note here that “large-scale fossil fuel facilities” (LSFFF) is defined very broadly (e.g., no actual scale limitation), and what is expressly included and excluded from this definition would benefit from clarification to avoid confusion or unintended consequences.

	Relating to what is excluded from the definition of LSFFF: • “[F]acilities that <u>solely</u> provide direct sales or distribution to consumers (e.g., gas stations are not large-scale fossil fuel facilities)” (Sec. 2(B)(2)) – emphasis added). While NW Natural believes that this exclusion from the LSFFF definition would encompass our entire distribution system, including supporting facilities and appurtenances, within the City, we want to ensure that to avoid any parts of our system from being unintentionally outside this exclusion. For example, certain parts of our system, such as facilities used during system maintenance, support distribution to consumers but do not themselves provide that distribution. We request that the City add “natural gas distribution systems and associated facilities and appurtenances” to the parenthetical to make it clear that the entire distribution system to consumers is excluded. In addition, the transportation sector is the largest and fastest growing sector for greenhouse gas emissions (GHGs). While much of this sector may consider electrifying, some heavy haul vehicle applications such as concrete and aggregates, waste haulers, or bus fleets and Pursuit Rated Vehicles, are operating on or are well positioned for CNG and RNG. As mentioned above, natural gas vehicles (NGVs) run cleaner than gasoline or diesel, reducing GHGs by up to 30%, carbon monoxide by 70 to 90%, and nitrogen oxide (NO_x) emissions by 74 to 99%. According to NGV America, running NGVs on renewable natural gas derived from organic methane from dairies, landfills, wastewater treatment plants and more, has the ability to reduce GHGs by 382% over diesel. While 100% RNG is not yet available in the pipeline, to reduce GHG emissions from transportation, fueling infrastructure that offers CNG or a blend of CNG and RNG or renewable hydrogen) should not be prohibited. CNG and RNG fueling infrastructure often includes a blend of fossil-based and renewable fuels and requires a certain amount of local, onsite storage much like a gas station. Accordingly, we request that CNG fueling stations be referenced with gas stations, as both provide similar services directly to consumers, recognizing, of course, that CNG fueling stations are the better option from a GHG
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	perspective. Relating to what is included in the definition of LSFF, unless otherwise excluded: • “Fossil fuels.” The moratorium’s definition of “fossil fuels” relies on “prehistoric organic matter” and thereby excludes RNG, renewable hydrogen, and synthetic methane, as it should. However, the moratorium should also reflect that these renewable fuels are increasingly blended within traditional natural gas and encourage or at least not hinder the development of facilities than can deliver blended fuels. We request that the definition be modified so that development of facilities that handle a blend of traditional natural gas and renewable gas are not deemed simply as “fossil fuel” facilities. The structure and language of the moratorium wholly fails to consider the blended nature of natural gas – fossil and renewable derived – that is used in facilities covered by the moratorium. From a practical perspective, facilities for those non-fossil fuels and facilities for “fossil” methane are often one in the same. At a minimum, renewable natural gas in its various forms needs to be explicitly excluded from the definition of fossil fuels. Additionally, this general provision in Sec 2(B)1(a) should be clarified to exclude natural gas facilities which distribute a blend of fossil fuel-derived and renewable gas. How can the City acknowledge the need for blending and clarify this point? • “[A]ny structure, group of structures, equipment, or devices that stores or transfers natural gas for use in the production of electricity or power, or for further processing (excluding facilities that create energy from landfill gas)” (Sec. 2(B)(1)(f)) – This would seem to prohibit combined heat and power (CHP) facilities, is that intended and if not, can it be clarified? In addition, while there’s a carveout for landfill gas, it is unclear if the exception is just for power generation facilities that use landfill gas or also applies to landfill gas collection systems and facilities, such as at landfills or wastewater treatment plants, that handle and process biogas into RNG. We request that this be revised to prohibit new or expanded “structure(s), group(s) of structures, equipment, or devices that stores or transfers natural gas for use in the utility scale production of electricity or
--	--

	<u>power, or for further processing (excluding facilities that handle biogas or create electricity, power or renewable fuels from biogas).</u> • “[A]ny facility which . . . [p]roduces natural gas suitable for transport (i.e., pipeline quality dry natural gas), or . . . processes natural gas to create methanol or other chemical products.” (Sec. 2(B)(1)(e)) – Notwithstanding the exemption in the prior category for “facilities that create energy from landfill gas,” there’s no corresponding exemption here. Consequently, production of RNG in any form appears likely to be swept up in this category. Accordingly, we request that the following exclusion be added for clarity and consistency: “(excluding facilities that produces <u>renewable fuels from biogas</u>)”.
Section 4	In order to maintain the natural gas distribution system, in addition to the currently listed exemptions for “upkeep, repair, or maintenance of existing buildings and properties”, the moratorium should also expressly include upkeep, repair or maintenance for “existing infrastructure and equipment.”

We appreciate the opportunity to offer comments on this Moratorium. We’re available to answer any questions you may have. Additionally, we would appreciate the opportunity to present our Low Carbon Pathway and our vision for 2050 to you. Please let us know when a deeper briefing on this is possible.

Sincerely,



Kathryn Williams, VP of Public Affairs and Sustainability

DEFINITIONS

^a Renewable Natural Gas, as defined by the Renewable Natural Gas Coalition. www.rngcoalition.com/about-rng

Renewable Natural Gas (“RNG”) is an ultra-clean and ultra low-carbon natural gas alternative. As organic waste breaks down it emits methane gas, called biogas, that can be processed to meet natural gas pipeline quality specifications. Biogas is a mixture of carbon dioxide and hydrocarbons, primarily methane gas, from the biological decomposition organic materials.

RNG is sometimes referred to as 'biomethane,' a related term. Biomethane is biogas-derived, high-BTU gas that is predominantly methane after the biogas is upgraded to remove most of the contaminants and majority of the carbon dioxide and nitrogen found in biogas.

Renewable natural gas is biomethane that is upgraded to natural gas pipeline quality standards such that it may blend with, or substitute for, geologic natural gas.

^b Renewable Hydrogen, as defined by Renewable Hydrogen Alliance with NWN addition of “hydroelectric.” www.renewableh2.org/

Electricity passing through water splits the water molecules into hydrogen and oxygen. Hydrogen produced from this process can be used as a fuel directly, or as a building block to make other energy-intensive products such as ammonia and methane. Using renewable electricity for this process can reduce dependence on fossil fuels and extend the reach of wind and solar [and hydroelectric] power beyond the confines of the electric grid.

REFERENCES

- ¹ Fairley, Peter (2020, February): The H₂ Solution. Scientific American, 37-43. <https://www.scientificamerican.com/article/solar-and-wind-power-could-ignite-a-hydrogen-energy-comeback/>
- ² “Biogas and Renewable Natural Gas Inventory SB 337 (2017),” 2018. <https://www.oregon.gov/energy/Data-and-Reports/Documents/2018-RNG-Inventory-Report.pdf>
- ³ “Renewable Sources of Natural Gas,” 2019. www.gasfoundation.org/2019/12/18/renewable-sources-of-natural-gas/
- ⁴ “Promoting Renewable Natural Gas in Washington State,” 2018. https://app.leg.wa.gov/ReportsToTheLegislature/Home/GetPDF?fileName=COMMERCE-RNG_c47500a3-7441-4998-93bb-30660473bf5c.pdf.
- ⁵ National Energy Technology Laboratory (NETL). 2019. [Cost and performance baseline for fossil energy plants, Volume 1: Bituminous coal and natural gas to electricity.](#)
- ⁶ “Ultra-Low NO_x Near-Zero Natural Gas Vehicle Evaluation ISX12N 400,” 2018. ucrtoday.ucr.edu/wp-content/uploads/2018/08/CWI-LowNOx-12L-NG_v03.pdf

Delapena, Amanda

From: City of Vancouver - Office of the City Manager
Sent: Wednesday, July 15, 2020 10:00 AM
To: Delapena, Amanda
Subject: FW: In support of Vancouver's moratorium on large-scale fossil fuel facilities

Follow Up Flag: Follow up
Flag Status: Completed

Response.

Kerry Peck | Support Specialist III



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From: Patricia Page [REDACTED]
Sent: Wednesday, July 15, 2020 9:13 AM
To: City of Vancouver - Office of the City Manager
Subject: In support of Vancouver's moratorium on large-scale fossil fuel facilities

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 Mayor McEnerny-Ogle,

Dear Mayor McEnerny-Ogle and Councilmembers,

Thank you for passing the moratorium that prohibits the establishment or expansion of large-scale fossil fuel facilities in the City of Vancouver. Your action is important for the health, safety, and sustainability of our community. I urge you to affirm the moratorium and to enact it for a full 6 months.

This moratorium creates an opportunity for the City to pursue the development of its own climate and resilience planning without the threat of a new major bulk fossil fuel project, and it is consistent with the Port of Vancouver's June 2019 policy of not pursuing bulk fossil fuel terminals. The moratorium ordinance safeguards Vancouver's water resources while protecting the health and safety of communities that could be negatively

impacted by the potential location of a large-scale coal, oil, or fracked gas facility in the City.

In this way, the City Council is reinforcing Vancouver's vision of itself: a vibrant, healthy, just community that values clean water and a stable climate.

Thank you,

Sincerely,
Patricia Page


Vanouver, WA 98665

Delapena, Amanda

From: C Parks [REDACTED]
Sent: Friday, July 17, 2020 10:33 PM
To: City of Vancouver - Office of the City Manager
Subject: Testimony on the Fossil Fuels Moratorium

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

I would like to submit the following written testimony for the July 20 hearing on the Fossil Fuels Moratorium:

My name is Carrie Parks. I am a long-time resident of Clark County with children and grandchildren who also live here. I am testifying today because my kids and grandkids will be strongly affected by any decisions made on allowing further fossil fuel infrastructure into our community.

By not locking us in to any further fossil fuel infrastructure, and by pursuing renewable and sustainable energy sources and industries, you will be setting our community up for a strong economic future. That will benefit all of Clark County's citizens, economically as well as environmentally.

To allow fossil fuel facilities here today is like supporting more horse-shoeing businesses once the automobile was being mass produced.

Washington and Clark County have always been forward thinking. Let's focus our economic development with good jobs that will last a long time, like manufacturing, transporting and repairing wind turbines, solar panels and strengthening the electric grid. Let's invite electric car manufacturers to build plants here like Spokane has done. Let's foster the development of devices that can turn ocean wave energy into electricity, like Portland has done.

The current corona virus pandemic is teaching us a valuable lesson about how harsh a mistress Mother Nature can be. Not wearing masks and ignoring other precautions to dampen the infection has caused a spike in new cases and more deaths. We have been ignoring the warning signs of the climate crisis for 80 years. We will pay a price for that, and the longer we wait, the higher the price will be.

The signs are getting clearer. We've had months-long and ever more intense forest fires; we've had this pandemic; we're losing our coastal fishing industry to ocean acidification and overfishing; we're losing our salmon and orcas. Thousands of species of all kinds are going extinct.

We know there are only 10 years left to reduce our reliance on fossil fuels before we have a cataclysmic event that will extinguish all life on this planet. Vancouver and Clark County need to develop comprehensive climate action plans and radically reduce the use of fossil fuels NOW. Please extend the moratorium and make the ban permanent after that.

Respectfully Submitted by

Carrie Parks,
[REDACTED]

Vancouver, WA 98682



--

"We are the first generation to see the effects of Climate Change, and the last generation that can do something meaningful about it." --Jay Inslee, Washington Governor and 2020 Presidential Candidate

Delapena, Amanda

From: James Plunkett [REDACTED]
Sent: Monday, July 20, 2020 11:44 AM
To: City of Vancouver - Office of the City Manager
Subject: fossil fuels moratorium

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I am so proud that Vancouver planners and government protect their city in this way. I support the Fossil Fuel Moratorium. Leadership is critical. Thank you.
Jim Plunkett

Delapena, Amanda

From: City of Vancouver - Office of the City Manager
Sent: Thursday, July 16, 2020 11:22 AM
To: Delapena, Amanda
Subject: FW: Extend the Ban

For council

Kerry Peck | Support Specialist III



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From: Mary Lou Ritter [REDACTED]
Sent: Wednesday, July 15, 2020 1:37 PM
To: City of Vancouver - Office of the City Manager
Subject: Extend the Ban

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.

Thank you for unanimously passing a six-month moratorium that strengthens the current ban on bulk oil terminals to apply to bulk fossil fuel terminals. I urge you to continue the ban for another six months.

I have nearly 30 acres of land just east of Vancouver in the Columbia Gorge. And, I urge you to take your time to develop a more permanent approach to addressing the safety, public health, and climate-changing pollution issues raised by large-scale fossil fuel terminals.

We still remember the train derailment near Moser and how close the rails are to the Columbia River. It makes sense to pause new applications while this planning occurs. The moratorium also creates an opportunity for the City of Vancouver to consider its broader plans for climate change and resiliency planning for the city.

In the wake of the five-year controversy surrounding the Tesoro-Savage oil train terminal, the City's moratorium is an opportunity for the City and the Port of Vancouver to be on the same page, again, about a common vision for Vancouver's future.

Mary Lou Ritter

Mary Lou

Compassion is a verb.

"Regard your neighbor's gain as your own gain,
and your neighbor's loss as your own loss."

VANCOUVER AUDUBON SOCIETY

P.O. Box 1966 Vancouver, WA 98668-1966
www.vancouveraudubon.org



July 18, 2020

Vancouver City Council
cmo@cityofvancouver.us

Testimony regarding moratorium on establishment of new, or expansion of existing, large-scale fossil fuel facilities

The Vancouver Audubon Society urges the Vancouver City Council to extend the temporary moratorium on the “acceptance, processing, and granting of applications for permits for establishment of new, or expansion of existing, large-scale fossil fuel facilities” for the full six months while continuing to develop a permanent policy addressing the safety, public health, and climate-changing pollution issues created by these facilities.

We thank the Vancouver City Council for taking this initial step and we look forward to supporting permanent policies regarding large-scale fossil fuel facilities and climate change.

This moratorium protects the health and safety of our community while it is in effect. It protects us from the adverse effects of air and water pollution, fine particulate matter, diesel exhaust, and major hazards of fires, explosions and spills. In addition, it also protects the health and safety of our birds, fish and wildlife from these same health and habitat impacts.

In the longer term, a permanent City of Vancouver policy prohibiting these climate-changing facilities is vital to protect our birds. The science is clear — over one-third of North American bird species are in need of urgent conservation action and another half require serious attention. Since 1970 we’ve lost 3 billion birds — nearly one of every three — across almost all regions, habitats and groups of birds in North America.

Two-thirds of North American birds are at increasing risk of extinction from global temperature rise. National Audubon Society’s ground-breaking report, *Survival by Degrees: 389 Bird Species on the Brink*, shows that the majority of North American bird species are at risk of extinction from climate change. The report also shows that if we take action now we can help improve the chances for the majority of species at risk—but we have to move quickly.

By stabilizing carbon emissions and preventing additional warming above pre-industrial levels, 76 percent of vulnerable species will be better off, and nearly 150 species would no longer be vulnerable to extinction from climate change.

We look forward to the City of Vancouver adopting climate-friendly policies and practices that include a permanent ban on new or expanded large-scale fossil fuel facilities.

Sincerely,

A handwritten signature in black ink, reading "Susan M. Saul". The signature is written in a cursive, flowing style.

Susan Saul
Conservation Chair

Delapena, Amanda

From: City of Vancouver - Office of the City Manager
Sent: Friday, July 17, 2020 8:48 AM
To: Delapena, Amanda
Subject: FW: Extend the Fossil Fuel Moratorium in Vancouver!

For council

Kerry Peck | Support Specialist III



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From: Ben Shafton [REDACTED]
Sent: Thursday, July 16, 2020 12:53 PM
To: City of Vancouver - Office of the City Manager
Subject: Extend the Fossil Fuel Moratorium in Vancouver!

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.

The fossil fuel moratorium put in place by the City of Vancouver was a very good idea. We simply don't need fossil fuels now. We need non carbon emitting sources to be emphasized. There is also a safety component. We've seen derailments of trains carrying fossil fuels. It appears that the only people supporting fossil fuels are people who own companies whose business is fossil fuel exploration or processing. They say that it is a question of "jobs." It is not. Renewable energy sources are seeing a great job growth. One of these jobs is technician on wind turbines.

I want to live and work in a community that is free from the dangers and environmental degradation that would be caused by a use that emphasizes fossil fuels. The moratorium should be kept in place indefinitely.

Thanks.

Ben Shafton
Caron, Colven, Robison & Shafton
[REDACTED]
Vancouver, WA 98660
[REDACTED]

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Delapena, Amanda

From: Howard Shapiro [REDACTED]
Sent: Sunday, July 19, 2020 12:15 PM
To: City of Vancouver - Office of the City Manager
Subject: Fossil Fuel Moratorium

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I am in favor of the city's fossil fuel moratorium. The safety and well being of people and property must have a careful and effective mitigation plan which delineates and tracks responsibilities and enforcement.

We live in Portland and what happens across the Columbia River certainly affects, us both directly and indirectly.

--

Howard Shapiro

[REDACTED]

Portland OR 97201

Delapena, Amanda

From: Dorethea Simone [REDACTED]
Sent: Sunday, July 19, 2020 4:35 PM
To: City of Vancouver - Office of the City Manager
Subject: Moratorium on Fossil fuel

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

I am a Retired Registered Nurse and a Grandmother and live in Camas. I believe that the moratorium is timely. We are in the middle of a Pandemic so have time to stop and think of more ways to bring healthy choices to this area and find solutions .

Removing Diesel exhaust, and contamination of dangerous, explosive trains should be the wave of the future. Also, remember that the polluters have a record of refusing to acknowledge facts that don't bring them extra money, so that is an obstacle to Health and Safety.

Thank-you so much!

Dorethea Simone

[REDACTED]

Camas, Wa 98607

[REDACTED]

Delapena, Amanda

From: City of Vancouver - Office of the City Manager
Sent: Tuesday, July 14, 2020 12:54 PM
To: Delapena, Amanda
Subject: FW: In support of Vancouver's moratorium on large-scale fossil fuel facilities

For council

Kerry Peck | Support Specialist III



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From: Mary Steller [REDACTED]
Sent: Monday, July 13, 2020 7:18 PM
To: City of Vancouver - Office of the City Manager
Subject: In support of Vancouver's moratorium on large-scale fossil fuel facilities

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 Mayor McEnerny-Ogle,

Dear Mayor McEnerny-Ogle and Councilmembers,

Thank you for passing the moratorium that prohibits the establishment or expansion of large-scale fossil fuel facilities in the City of Vancouver. Your action is important for the health, safety, and sustainability of our community. I urge you to affirm the moratorium and to enact it for a full 6 months.

This moratorium creates an opportunity for the City to pursue the development of its own climate and resilience planning without the threat of a new major bulk fossil fuel project, and it is consistent with the Port of Vancouver's June 2019 policy of not pursuing bulk fossil fuel terminals. The moratorium ordinance safeguards Vancouver's water resources while protecting the health and safety of communities that could be negatively impacted by the potential location of a large-scale coal, oil, or fracked gas facility in the City.

In this way, the City Council is reinforcing Vancouver's vision of itself: a vibrant, healthy, just community that

values clean water and a stable climate.

Thank you,

Sincerely,
Mary Steller


Rosburg, WA 98643

Delapena, Amanda

From: Linny Stovall [REDACTED]
Sent: Sunday, July 19, 2020 8:22 AM
To: City of Vancouver - Office of the City Manager
Subject: Moratorium

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

To Vancouver City Council,

We applaud the City of Vancouver's temporary moratorium on new large-scale fuel facilities. We support Clean Air and Safe communities, and this moratorium is in line with the vision of the Port of Vancouver not to pursue fuel terminals on port-owned industrial property.

Sincerely,
Dennis & Linny Stovall

Delapena, Amanda

From: City of Vancouver - Office of the City Manager
Sent: Thursday, July 16, 2020 11:22 AM
To: Delapena, Amanda
Subject: FW: Moratorium

For council

Kerry Peck | Support Specialist III



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From: CASEY SUNDERMANN [REDACTED]
Sent: Wednesday, July 15, 2020 2:36 PM
To: City of Vancouver - Office of the City Manager
Subject: Moratorium

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

Thank you for instituting a six month moratorium on bulk oil terminals. I look forward to the day when our region puts a permanent stop to any further fossil fuel infrastructure. Fossil fuels are killing our planet. Renewable energy sources are our hope for the future of our planet and our children.

Kathryn Sundermann



Portland, OR 97211



Delapena, Amanda

From: FRED SUTER [REDACTED]
Sent: Sunday, July 19, 2020 2:40 PM
To: City of Vancouver - Office of the City Manager
Subject: Moratorium

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

Hello City of Vancouver,

My name is Fred Suter. I live at [REDACTED] Vancouver - 98965. I'm retired from the military.

I was pleased to hear that the Vancouver City Council has banned new fossil fuel projects. I support this moratorium.

Given all that the Covid-19 pandemic has done to our discourse, sometimes it's hard to remember that climate change is an existential threat to our way of life as well.

From rising temperatures to the growing demand for water and the impact on key agricultural regions and the food chain, the need to reduce green house gas emissions is imperative for our survival.

It's localities like Vancouver that are making a difference addressing this imperative. You have my full support. I thank you for taking this important step forward and I urge you to keep working on a climate action plan for our community.

Sincerely,

Fred Suter

Delapena, Amanda

From: Madison Syverson [REDACTED]
Sent: Monday, July 20, 2020 11:30 AM
To: City of Vancouver - Office of the City Manager
Subject: Supporting the moratorium in Vancouver, WA

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

Hello,

My name is Madison Syverson. I am writing to provide a written statement regarding the moratorium for the City Council meeting tonight, July 20th. I recently graduated with a B.S. degree in Cell and Molecular Biology. In the future I plan to go to school for Genetic Counseling and raise a family here. I grew up in Vancouver and care deeply about my city's environmental security. I strongly support the moratorium, for the well being of the health and safety of my fellow citizens.

Thank you,
Madison Syverson



Johan Hellman
Executive Director of Public Affairs

BNSF Railway Company
2454 Occidental Ave. South, Bldg. 1A
Seattle, WA 98134

July 20, 2020

Vancouver City Council
415 West 6th St.
Vancouver, WA 98668-1995

Sent electronically to: cmo@cityofvancouver.us

Re: Temporary Moratorium on Fossil Fuel Facilities

Dear Councilmembers:

Thank you for the opportunity to comment on the proposed temporary moratorium on fossil fuel facilities.

While we appreciate the opportunity to comment, we have some initial concerns about the council's process. It should be recognized that the moratorium was passed in June following minimal review by the council and without the benefit of formal process or public comment. It was only after the moratorium passed that public testimony was taken. Furthermore, while the very first line of the measure declares an emergency, it is difficult to imagine what this emergency might be since the measure does not specifically identify a clear and imminent threat facing the city with regard to fossil fuels. Rather, the measure makes broad assertions about these commodities. This is all the more confounding since the measure targets a group of commodities that are absolutely legal, carefully regulated by state and federal authorities, and used ubiquitously on a daily basis by the vast majority of people in the city of Vancouver.

Passing a temporary, six-month moratorium infers that whatever the immediate unidentified concern might be it will be alleviated within the established timeframe, so we trust the measure will be allowed to sunset rather than becoming a rolling series of temporary moratoria that have the cumulative effect of long-term policymaking. Using short-term tools to achieve long-term policy goals undermines the certainty and predictability on which business investments and capital improvements are based. As a result, this approach to policymaking is uniquely corrosive.

Moving beyond process, moratoria of this kind have a chilling effect on business investment even beyond the industries they target. Industry remains a critical sector in both Washington



state and the city of Vancouver. In difficult economic times, cornerstone Northwest industries (such as agriculture, natural resources, shipping and maritime) power our local economies through economic downturns as they have for more than a century. These industries provide family-wage jobs that support hundreds of main street businesses. However, a trade policy that picks winners and losers by restricting certain commodities undermines all industry.

We urge you to reject the moratorium for the following reasons:

First, at this critical time, as the local economy struggles towards recovery, it is essential that government and industry work together to support working families. The proposed moratorium introduces unnecessary economic uncertainty at a time when many families and businesses are struggling. The industrial sector provides good paying jobs with benefits throughout Clark County and around the state. These are the kinds of jobs that have sustained economic activity through the current downturn and will power the local economy towards future prosperity. However, local measures such as the proposed moratorium introduce needless uncertainty and undermine prospects for growth.

Second, the idea that this moratorium will only affect the targeted industries is a myth. Passing such a measure is akin to posting a sign over the whole county that says "closed for business." The reason is because it creates uncertainty for all industries. Although the measure specifically targets fossil fuels, it speaks more broadly of hazardous materials. Let's be clear about the wide range of commodities that may be considered hazardous. This includes items such as: chlorine, which is used to purify municipal drinking water; fertilizers, which are used to grow more verdant and abundant food crops; and, chemicals used to manufacture plastics, glass, medicines and numerous other products used every day in homes, businesses, hospitals, and schools. Targeting one set of commodities opens the door to attacking any commodity, which makes investment in your community seem much more risky. In short, it puts businesses in a position where they find it less risky to divert resources (and jobs) to more business-friendly cities and towns.

Third, the moratorium is specifically designed to limit capital investment, which is central to job growth and future opportunity. At a time when families and businesses are facing so much uncertainty, it is unfathomable that a community would intentionally stifle opportunities for companies to make private investments in local infrastructure. In addition to supporting existing jobs and future opportunities, these capital investments have a multiplier effect which reverberates through the economy. In other words, a dollar spent on infrastructure benefits numerous local businesses as it is re-spent at the hardware store, the local café, and a half dozen other businesses around the community. By creating artificial barriers to this kind of

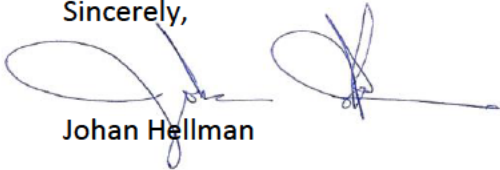


local investment, the city of Vancouver is not only closing off a set of industries, but is actually reducing opportunity for all local businesses.

In closing, I would just add that BNSF has been a proud member of the state's industrial trade sector for more than 150 years. Freight rail supports more than 342,000 jobs in Washington state. Rail service supports numerous cornerstone industries (including aerospace, agriculture, and building products) and hundreds of small businesses. Through the decades, Washington has benefitted from the diversity of its economy and the strength of its trade routes. However, the diversity and resilience of the entire economy diminishes each time a community restricts specific sectors from investing. For these reasons, we strongly urge you to reject the moratorium on fossil fuel development.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Johan Hellman". The signature is stylized with a large loop at the beginning and a long horizontal stroke at the end.

Johan Hellman

Delapena, Amanda

From: Thomas Gordon [REDACTED]
Sent: Monday, July 20, 2020 2:27 PM
To: City of Vancouver - Office of the City Manager
Subject: Comment to City Council from Anita J. Thomas

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.

Honorable Mayor and Members of the City Council:

I deeply appreciate the care and consideration you have given to the moratorium on fossil fuels for the last couple of years. I applaud your sustainable development plan, and heartily endorse your policy of rejecting large scale fossil fuel installations for Vancouver in perpetuity.

Sincerely,

Anita J. Thomas
[REDACTED]

Vancouver, WA 98660

P.S. I am sending this through a friend since my computer is not currently speaking to me. I am grateful for the reasonable accommodation. I checked with the City Manager's Office this morning.

Delapena, Amanda

From: Nina T [REDACTED]
Sent: Sunday, July 19, 2020 11:23 AM
To: City of Vancouver - Office of the City Manager
Subject: Moratorium Fossil Fuel

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 Mayor and Council members

I am supporting the continuation of another six months moratorium on large scale fossil fuel facilities. Amongst several other reasons, large scale fossil fuel facilities create particular risks to clean water, transportation and other public resources in the city of Vancouver, and its environs.

Thank you for your support of this important measure

Yours sincerely, Nina Thrun

Delapena, Amanda

From: Shelley Walker [REDACTED]
Sent: Monday, July 20, 2020 9:08 AM
To: City of Vancouver - Office of the City Manager
Subject: Written comments for July 6 Council meeting

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Vancouver City Council:

Thank you for your efforts in keeping dangerous oil out of the community. We support safe communities, clean air, and the moratorium.

Sincerely,

Shelley and Bryan Walker
[REDACTED]
Vancouver WA

Delapena, Amanda

From: k wallway [REDACTED]
Sent: Monday, July 20, 2020 9:22 AM
To: City of Vancouver - Office of the City Manager
Subject: moratorium on fossil fuels

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

I am writing to voice my absolute support for the moratorium on fossil fuel infrastructure development in Vancouver. I support sustainable development. Vancouver should be forward thinking, not double down on old, dirty technology that endangers our community. Thank you!

Kristen Wallway,
City of Vancouver resident
[REDACTED] Vancouver WA 98663

Delapena, Amanda

From: Emily Waters [REDACTED]
Sent: Monday, July 20, 2020 8:17 AM
To: City of Vancouver - Office of the City Manager
Subject: Extend the Fossil Fuel Moratorium in Vancouver!

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

Hello,

I am writing to thank the City Council for its moratorium on large-scale fossil fuel facilities, and to urge them to continue the moratorium for the full six months. Climate change, COVID, and the recent civil-rights protests have demonstrated that we are in a critical moment in history, and we have an unprecedented opportunity to re-envision a sustainable, equitable future for Vancouver. The new waterfront development is ushering in an era of revitalization to downtown Vancouver, and allowing large-scale fossil fuel infrastructure, such as coal, oil, and fracked-gas facilities to develop at the Port and in other places in the City pose direct threats to the Columbia river and other water resources in and around the City. What use is a redeveloped waterfront if just downstream are fossil fuel facilities and the risk of contamination in both air and water? Please extend the moratorium for the full six-months, and during that moratorium, work on developing a robust, sustainable, and equitable climate action plan for the City.

Sincerely,

Emily Waters

*23 year resident of Clark County, current resident of the City of Vancouver, hydrologist,
volunteer, environmental law student.*

Delapena, Amanda

From: Linda Whittingham [REDACTED]
Sent: Monday, July 20, 2020 9:52 AM
To: City of Vancouver - Office of the City Manager
Subject: Please Extend Moratorium on Large-Scale Fossil Fuel Facilities

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

Dear Vancouver City Council,

I strongly support the temporary moratorium on new or expansion of existing large-scale fossil fuel facilities. I strongly urge you to extend the moratorium for a full six months to protect our community and promote the healthiest environment possible in Vancouver and surrounding communities.

It is clear that we ignore scientific warnings of global warming and the effects of fossil fuel on our public health (air quality, water temp and quality) at our own peril. This is a case of "pay now" or "pay more later" decision making. I came of age in the 60's, in the era of "love canal" and other pollution disasters. If we wait to take action to "clean things up later" we will significantly increase the bill for a healthy environment to our children, and potentially accelerate the sixth extinction already in process.

We understand from scientists that global warming is causing more severe storms, more severe droughts and our sea levels are rising, potentially displacing many worldwide in the future. We see the effects locally : of river temperatures rising on our salmon runs, and global warming changes to our snowpack affecting water availability.

We already have significant increase in public health risk due to COVID19, and it is imperative the City Council have the time to address development plans that move us in a sustainable direction that improves our local environment and our public health. We are already late taking action in USA to stop climate change. I applaud the moratorium, ask that it be extended and that the City Council develop a plan for sustainable development.

Take care and stay safe,

Linda Whittingham
[REDACTED]



Holli Johnson
Manager NW Region

July 20, 2020

Via Email:
cmo@cityofvancouver.us

Mayor Anne McEnerny-Ogle and
Vancouver City Council Members
Post Office Box 1995
Vancouver, Washington 98668-1995

**Re: Western States Petroleum Association Comment on Temporary Moratorium
Resolution Prohibiting the Establishment of New, or Expansion of Existing, Large-
Scale Fossil Fuel Facilities and Ordinance M-4295**

Dear Mayor McEnerny-Ogle and City Council Members:

The Western States Petroleum Association ("WSPA") appreciates the opportunity to provide comments on the Resolution regarding Temporary Moratorium Prohibiting the Establishment of New, or Expansion of Existing, Large-Scale Fossil Fuel Facilities and Ordinance M-4295 (the "Resolution"). WSPA is a nonprofit trade association representing companies that explore for, produce, refine, transport, and market petroleum and petroleum products in five western states, including Washington. WSPA members operate petroleum terminals in the City of Vancouver (the "City") and oppose the Resolution.

WSPA members have operated in the City for years. This area provides key energy and emergency infrastructure as recognized by various city, state, and federal documents. WSPA members are concerned that the Resolution will constrain existing operations and projects for current and near-future regional needs for energy, including the need for lower-emission fuels. With the current economic uncertainty surrounding the COVID-19 crisis, any additional and unnecessary regulations should be minimized to allow economic recovery to occur.

**The Resolution Would Cause Significant Adverse Impacts on Regional Energy
Supply, Transition to Lower-Emission Fuels, and Seismic and Groundwater Safety**

The Resolution is counterproductive. It would create barriers to fuel facility upgrades, including fuel facilities' use of evolving fuel types as the region grows, technology advances, and fuel standards change. Each time fuels with lower emissions are developed or required by a governmental entity, new or updated infrastructure is needed to provide that fuel. The Resolution prohibits improvements and beneficial innovation to the City's fuel infrastructure. Its effect would be to freeze the current fuel supply system in place.

Specifically, the Resolution would affect the City's fuel facilities in the following ways:

- Prevent fuel facility equipment upgrades necessary to meet market demand or comply with lower-emission federal and state fuels law;
- Discourage fuel facility safety upgrades, which most often occur concurrently with market-based infrastructure expansion and improvement;
- Prevent fuel facility efficiency upgrades that generally reduce greenhouse gas emissions, in contravention to the Resolution's climate change prevention goals;
- Discourage the City's fuel facilities' transition to newer, lower-carbon-fuel sources;
- Thwart the introduction of future technologies that do not fit within the current fossil fuel infrastructure framework;
- Prevent new fuel facilities that can deliver fuel more efficiently and with lower emissions.
- Prevent new fuel tanks for blended fuels that transition toward lower-carbon-fuel sources;
- Prevent fuel facility upgrades that would trigger seismic safety improvements and retrofits; and

In short, the Resolution freezes existing infrastructure in place and prohibits beneficial changes to fuel infrastructure. If the Resolution was passed 20 or 30 years ago, the City would have missed out on years of safety and emission improvements, which would have resulted in higher emissions and less-safe facilities today. The effect of the Resolution would increase emissions and decrease safety over time. The Resolution would fail to deliver, and in fact would hinder, its intended benefits of reducing emissions and increasing local safety.

The Resolution creates substantial barriers to the progressive evolution of the fuel industry in the City. The Resolution suffers from an incorrect understanding of how greenhouse gas emissions occur in the fuel supply chain and how seismic improvements and other safety improvements occur within this type of critical energy infrastructure.

The Resolution does not reduce the regional demand for fuel. Fuel is a product with inelastic demand. There are few to no supplements for most types of fuel, so consumers will continue to demand fuel, even if it must be delivered through less-efficient modes with greater cost and emissions. As regional demand for fuel quantity grows, and demand for types of fuel changes (including increased demand for fuel with less carbon), that fuel will need to be supplied through a new facility or by additional fuel trucks on the road coming from existing facilities. Forcing fuel distribution through older facilities and trucks increases the cost and emissions of fuel distribution while discouraging seismic, environmental, and safety upgrades.



Mayor Anne McEnerny-Ogle and
Vancouver City Council Members
July 20, 2020

Thank you for your consideration of WSPA's comments. If you have any questions or comments, please contact me at hjohnson@wspa.org or 360-239-2248.

Sincerely,

A handwritten signature in blue ink that reads "Halli Johnson". The signature is written in a cursive, flowing style.

cc: Eric Holmes, City Manager (eric.holmes@cityofvancouver.us)
Jonathan Young, City Attorney (vanlaw@cityofvancouver.us)
Jessica Spiegel, WSPA
Jodie Muller, WSPA

Delapena, Amanda

From: City of Vancouver - Office of the City Manager
Sent: Friday, July 17, 2020 8:48 AM
To: Delapena, Amanda
Subject: FW: Moratorium on fossil fuels in Vancouver

For council

Kerry Peck | Support Specialist III



CITY OF VANCOUVER, WASHINGTON
City Manager's Office/Administrative Support
P: (360) 487-8616

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



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

From: Gary Zacny [REDACTED]
Sent: Thursday, July 16, 2020 2:37 PM
To: City of Vancouver - Office of the City Manager
Subject: Moratorium on fossil fuels in Vancouver

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 City Council,

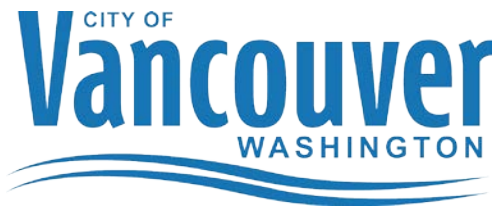
I grew up in a refinery town. Wood River, IL had three major refineries -- Shell Oil, Amoco (Standard) and Sinclair. Townsfolk liked the money the fuel refineries brought in, even though the air was often foul with pollution. Visitors used to say, when stepped out of their cars, "What's that smell?" -- and townsfolk would answer, "That's money!"

When I returned to that town for my 50th year high school reunion, my classmates took an informal survey, noting which classmates had died and which neighborhoods they came from. By far the most deaths were concentrated in the homes closest to the refineries. It was clear that early death and proximity to fuel pollution were linked.

Please vote to keep Vancouver free from such subtle, long term, inexorable harm.

Best,

Gary Zacny



MEMORANDUM

DATE: July 16, 2020

TO: Mayor and City Council

FROM: Cayla Cothron, Associate Planner, Community & Economic Development Department; Keith Jones, Senior Planner

RE: Draft proposed amendments for the Shoreline Master Program (SMP) periodic review and update

CC: Eric Holmes, City Manager

The Shoreline Management Act (SMA) of 1971 provides a statewide framework for managing, accessing, and protecting shorelines with an overarching goal “to prevent the inherent harm in an uncoordinated and piecemeal development of the state’s shorelines.” Under the Act, cities and counties are required to prepare and adopt a Shoreline Master Program (SMP) which is used to jointly administer the SMA with the State Department of Ecology (Ecology). The SMP is a planning and regulatory document that establishes goals, policies, and regulations for activities on or near Vancouver’s shorelines to foster reasonable and appropriate uses, protect natural resources, and promote public access. SMP Guidelines in the Act establish the standard of no net loss, which is designed to avoid or minimize impacts resulting from new shoreline development. The City must achieve this standard through both the SMP and by appropriately regulating individual developments as they are proposed.

Vancouver is currently conducting a periodic review of our SMP as mandated by the Washington State SMA, RCW 90.58.080(4), and in coordination with Ecology. The Act requires each local SMP to be reviewed and revised, if needed, every eight years to ensure consistency with changes to state laws and rules, other city plans and regulations, and responsiveness to changed circumstances, new information, and improved data. More information is available in a previous memorandum to the City Council dated January 30 which can be viewed [here](#), and on the [project website](#).

City staff have reviewed the existing SMP and identified proposed amendments, which were initially reviewed and approved by Ecology prior to Planning Commission review at a July 14 workshop. The Commission provided limited feedback on the proposed amendments outside of clarifying questions about implementation of SMP regulations, and details and potential implications of the proposed amendments. A virtual public open house is anticipated to be held in summer 2020. An overview of the proposed amendments is provided below, and a detailed summary can be found [here](#) in the format of the Periodic Review Checklist provided by Ecology.

Overview of Proposed Amendments

A majority of the proposed amendments required or recommended to maintain compliance with state laws and rules are administrative or process-oriented, and are generally not substantive in nature. These include revising cost thresholds, adding a new shoreline permit exemption per state law, and clarifying process, definitions, and/or references. Ecology updates to wetlands critical areas guidance are the only exception as it will include substantive amendments to align with the most recent guidance; however, Ecology is working with city staff to evaluate the wetlands section and identify outdated provisions requiring immediate attention to incorporate into the draft language for the amended SMP in next steps of the process.

Jurisdictions can also bring forward locally-initiated amendments from staff, stakeholders, and the public for consideration. City staff, in part based on discussions with the Port of Vancouver (Port), identified a list of locally-initiated amendments that have been reviewed and vetted by Ecology. Table 1 shows the current list of the proposed locally-initiated amendments grouped into the following three categories:

- **Requested by Ecology:** Amendments that came out of issues identified through implementation of the SMP, additional changes to state policies, or coordination with Ecology on the periodic review. These primarily clarify regulations or address outdated provisions requiring immediate attention.
- **Initiated by the Port of Vancouver:** Staff's proposed amendments to address three primary issues that emerged from ongoing coordination with the Port.
- **Initiated by city staff:** Amendments brought forward by staff to fix errors and address issues of clarity, consistency, and redundant process that were identified through implementation of the SMP.

Table 1. Current list of proposed locally-initiated amendments

Reason for Change	Summary of Change
Requested by Ecology	• Add specificity to sections of the SMP related to mitigation for loss of shallow-water habitat including creation, enhancement, and/or use of wetland banking credits. • Clarify when requiring the creation of shallow-water habitat applies to revetments, and whether/under what circumstances revetments can be located partially below the ordinary high water mark (OHWM). • Replace existing terms of "extreme edge or bank" with specific and defined terms. • Make substantive updates to wetlands regulations in Chapter 5A as identified in Ecology's evaluation to address outdated provisions that may be noncompliant with Ecology's most recent guidance. • Remove provisions from the frequently flood areas section in Chapter 5A that are not required to be included in the SMP, and include a soft reference to the Title 20 critical areas regulations.
Initiated by Port of Vancouver	• For all other shorelines not included in the area along the Columbia River from Wintler Park to Port Parcel 3, maintain the full extent of the 100-year floodplain in shoreline jurisdiction for conservancy designations, and apply minimum jurisdiction in high intensity and medium intensity designations to allow for reasonable use of land and development where intended. <i>(A technical memorandum is being prepared by WSP in coordination with the City and the Port to evaluate high and medium intensity designations citywide and the condition of the shorelines, review the proposed amendment against the</i>

	<i>foundational documents of the 2012 comprehensive update to verify they are not conflict, and fully vet the proposed approach ensure no negative implications).</i> • Update Shoreline Designation Maps to reflect the change to shoreline jurisdiction proposed above. • Change structural shoreline stabilization to a permitted use in high intensity designations to eliminate undue process on properties that already have developed shorelines. • Allow a master plan or sign program to be developed through a Special Sign District Process under VMC 20.960.110 in order to supersede SMP requirements, where appropriate.
Initiated by city staff	• Clarify the relationship between critical areas regulations and their applicability in shoreline jurisdiction for ease of use by both applicants and planning officials. • Update Chapter 5A to be consistent with Title 20 Critical Areas Protection code updates since 2012. • Along Burnt Bridge Creek only, permit non-water oriented uses in high and medium intensity designations where this is currently a conditional use to provide flexibility in the preference for water-dependent, water-related, and water-enjoyment uses. • Make height limitation 35' for non-water-oriented commercial uses in medium and high intensity designations to be consistent with the allowance for other uses. • Defer to the review and approval under federal requirements for disposal of dredging material and encourage environmentally sound beneficial uses, when feasible. • Clarify that fish habitat enhancement projects do not require a statement of exemption, per state law. • Only require statements of exemption to be mailed to Ecology if they involve a federal permit, consistent with state law. • Make amendments to address non-substantive items that will improve readability and usability for both applicants and planning officials.

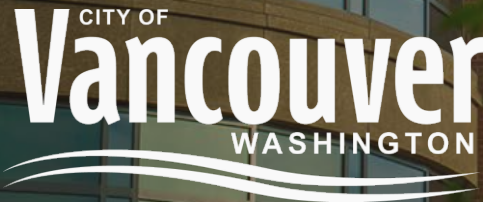
Next Steps

Following initial review and approval of the proposed amendments at the July 27 City Council workshop and review by the public at the open house, city staff will begin developing draft language for the amended SMP to be reviewed at a Planning Commission workshop currently scheduled for October 13. The proposed amended SMP will undergo a joint local and state 30-day public comment period and a SEPA process prior to coming before the Planning Commission at a public hearing currently scheduled for December 8. The amended SMP will then be finalized with Ecology and at City Council workshop and adoption hearings anticipated in late 2020/early 2021.

Due to the ongoing evolution of the COVID-19 pandemic and [city response](#), public outreach and engagement and Planning Commission and City Council review may shift. In addition, meetings and other project activities will likely be virtual to ensure compliance with City and State directives for physical distancing to maintain the health of our community.

Please contact Cayla Cothron (cayla.cothron@cityofvancouver.us, (360) 487-7899) for additional information.

Shoreline Master Program (SMP) Periodic Review and Update



July 27, 2020

City Council Workshop

Cayla Cothron, Associate Planner, and
Keith Jones, Senior Planner, Community &
Economic Development Department

Presentation Overview

1. Project Overview
2. Shorelines Background
3. Initial Proposed Amendments
4. Next Steps
5. Questions and Discussion

What is a Periodic Review?

- State mandated by the Washington Shoreline Management Act (SMA)
- Review and revise, if needed, every eight years
- Narrower scope than the 2012 comprehensive update to the SMP



What is a Periodic Review?

- Ensures the Shoreline Master Program (SMP) is:
 - Current with changes in state laws and rules
 - Consistent with other City of Vancouver plans and regulations
 - Responsive to changed circumstances, new information, and improved data
- City awarded a grant from the state of \$33,600 to complete the process by June 30, 2021

Process and Timeline

WINTER 2019

Periodic Review Kick-off

- Establish the Public Participation Plan
- Launch periodic review webpage
- Initial public notification

SPRING — SUMMER 2020

Staff Review and Analysis

- Periodic Review Checklist and identifying proposed amendments
- Public Open House

FALL 2020 — EARLY 2021

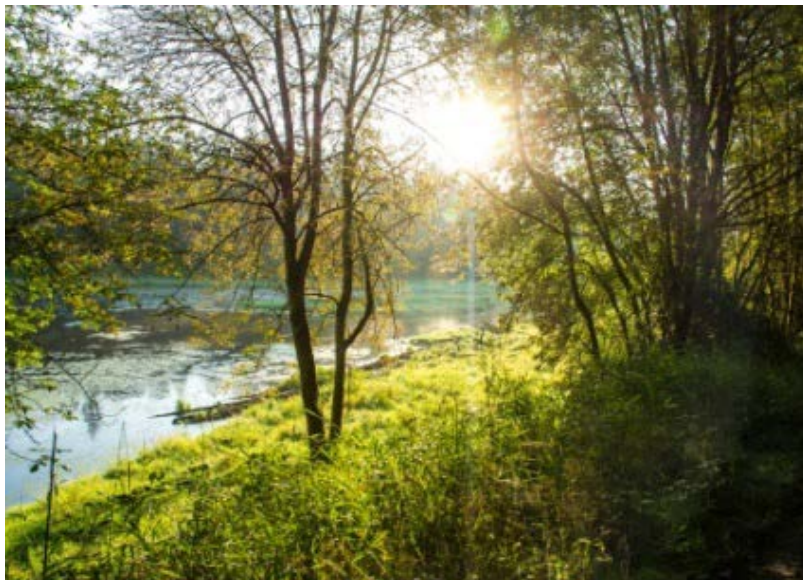
Draft Shoreline Master Program

- SEPA Review
- Planning Commission Workshop and Public Hearing
- City Council Workshop and Public Hearing

Outreach and Engagement

- Updates to the project email list
- Virtual public open house on the proposed amendments anticipated summer 2020
- Stakeholder meetings
- Joint state and local 30-day public comment period
- Planning Commission and City Council public hearings

Shoreline Management Act (SMA)



“...to prevent the inherent harm in an uncoordinated and piecemeal development of the state’s shorelines.”

RCW 90.58.020

SMA Policy Goals



Foster reasonable and appropriate uses

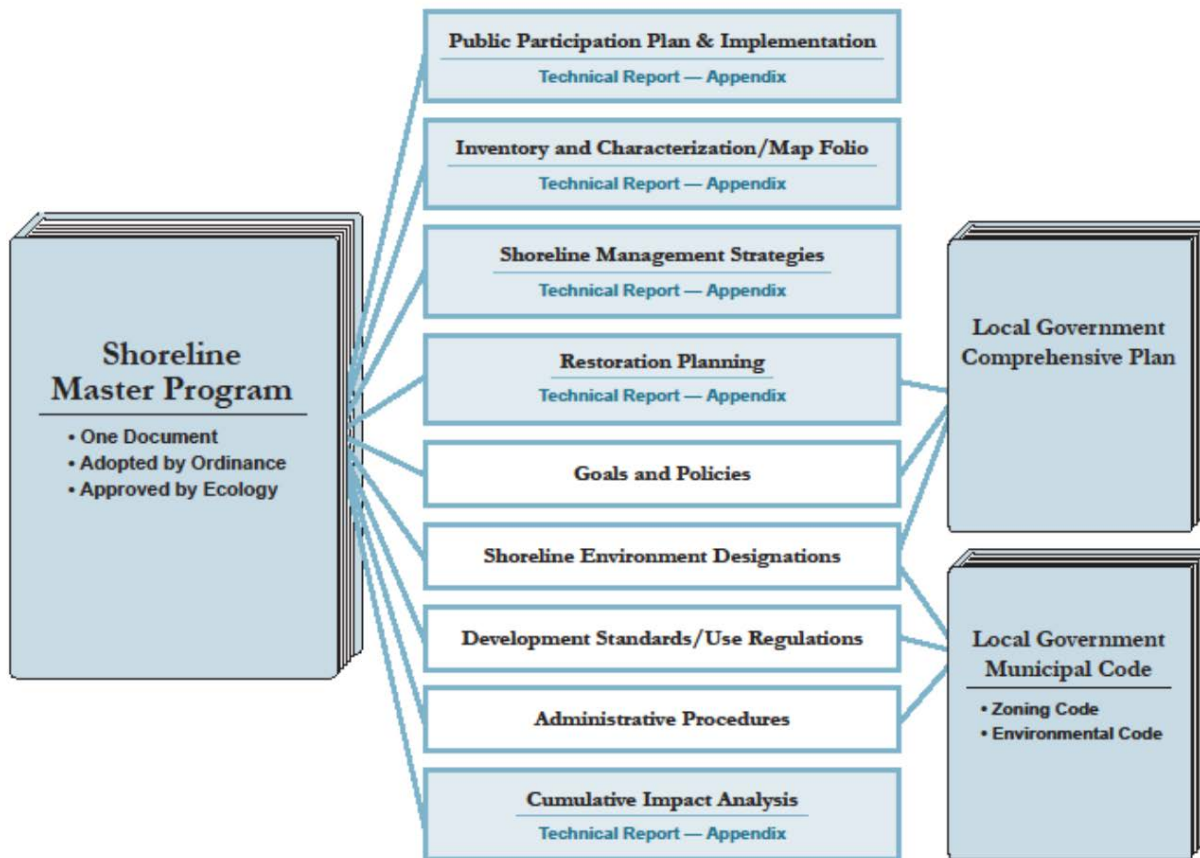


Protect natural resources



Promote public access

Shoreline Master Program Overview



Shoreline Master Program Overview

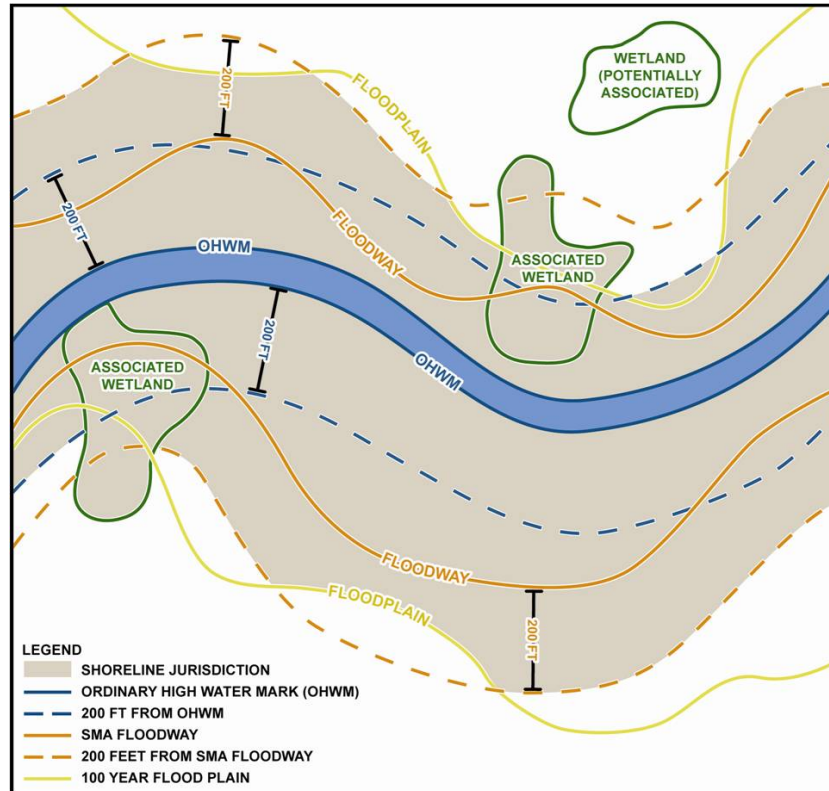
- | | | |
|--------------------|----|--|
| <u>ECOLOGY</u> → | 1. | Develops guidelines |
| <u>LOCAL GOV</u> → | 2. | Develops Shoreline Master Programs |
| <u>ECOLOGY</u> → | 3. | Approves Shoreline Master Programs |
| <u>LOCAL GOV</u> → | 4. | Issues shoreline development permits,
recommends conditional use permits and
variances |
| <u>ECOLOGY</u> → | 5. | Reviews shoreline development permits,
approves conditional use permits and variances |
| <u>LOCAL GOV</u> → | 6. | Enforces permits |

Where does the SMP apply?

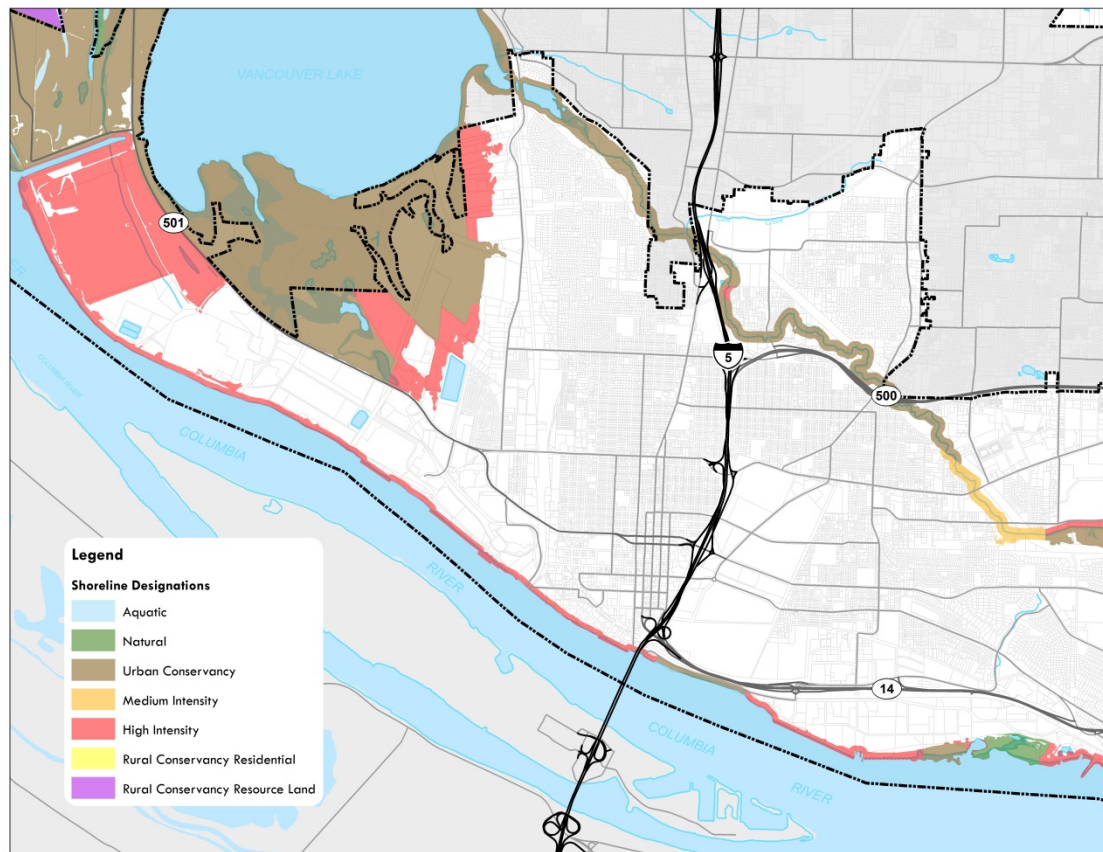
Vancouver Shorelines of the State

- Columbia River
- Vancouver Lake
- Burnt Bridge Creek
- Fifth Plain Creek
- Lacamas Creek
- Salmon Creek
- Mill Creek
- Curtin Creek
- Lake River
- Other waterbodies

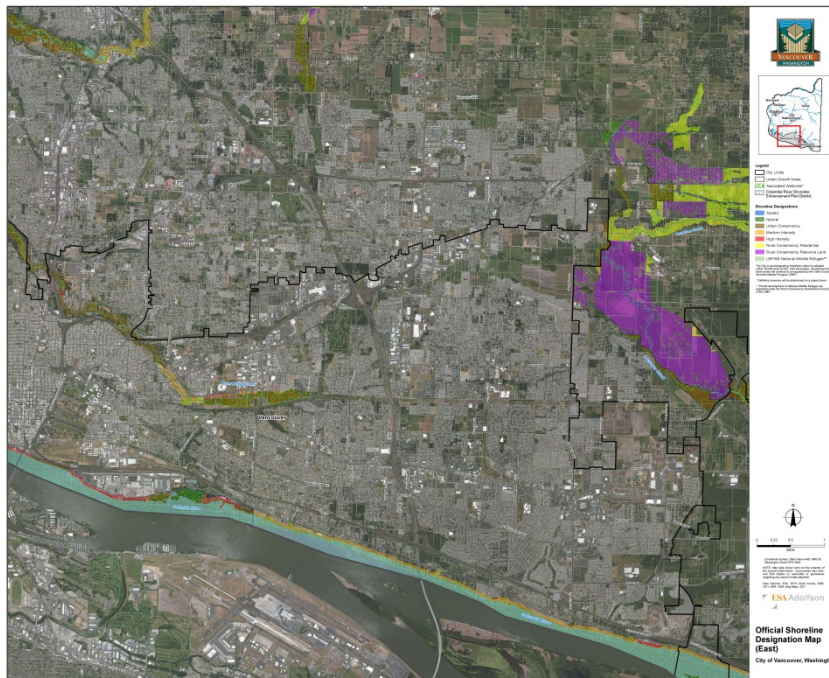
Where does the SMP apply?



Standard Shoreline Jurisdiction Application



Environment Designations



What activities/uses are regulated by the SMP?

- New or expanded structures, such as houses, sheds and decks;
- Land development and alteration, such as clearing, grading, dredging or filling; and
- Other activities along the shorelines, including restoration (e.g. riparian planting, bank stabilization), trail construction, and public access

Questions

- Questions on periodic review process and timeline, outreach and engagement, the Shoreline Management Act or Shoreline Master Program?

Proposed Amendments Categories

State Legislative Amendments

- Consistency with state law and rule changes

Additional Amendments

- Consistency with city plans and regulations
- Locally-initiated amendments

State Legislative Amendments

- Revising cost thresholds
- Add new shoreline permit exemption to comply with the Americans with Disabilities Act
- Clarifying process, definitions, and/or references to state law
- Updates to wetlands regulations to align with Ecology's most recent critical areas guidance

Additional Amendments

- **Requested by Ecology:** Primarily clarify regulations or address outdated provisions requiring immediate attention
- **Initiated by the Port of Vancouver:** Address three primary issues that emerged from stakeholder engagement with the Port
- **Initiated by city staff:** Fix errors and address issues of clarity, consistency, and redundant process

Additional Amendments

Requested by Ecology:

- Expand options for mitigating loss of shallow-water habitat to include creation, enhancement, and/or use of wetland banking credits
 - *SMP limits options to only the creation of new shallow-water habitat which is not always possible on a site*
- Clarify when requiring the creation of shallow-water habitat applies to revetments, and whether/under what circumstances revetments can be located partially below the ordinary high water mark (OHWM)
 - *SMP is subjective in making these determinations*

Additional Amendments

Requested by Ecology:

- Replace existing terms of “extreme edge or bank” with specific and defined terms
 - *SMP criteria not providing adequate specificity to determine if the intent of a mitigation action is met*
- Make substantive updates to wetlands regulations as identified in Ecology’s evaluation



Additional Amendments

Requested by Ecology:

- Remove provisions from the frequently flooded areas section not required to be included in the SMP, and include a soft reference to the Title 20 critical areas regulations
 - *SMP Chapter 5A contains the nested Title 20 critical areas regulations*
 - *Suggested by Ecology to eliminate unnecessary redundancy*

Additional Amendments

Initiated by the Port:

- Maintain the full extent of the 100-year floodplain in shoreline jurisdiction for conservancy designations, and apply standard jurisdiction in high and medium intensity designations to allow for reasonable use of land and development where intended
 - *This would not apply to properties in the area along the Columbia River from Wintler Park to Port Parcel 3 which is currently standard jurisdiction in the existing SMP*
 - *Associated updates to Shoreline Designation Maps*

Additional Amendments

Initiated by the Port:

- Change structural shoreline stabilizations to a permitted use in high intensity designations to eliminate undue process on properties that already have developed shorelines
 - *Currently a conditional use in high intensity designations, which requires a Conditional Use Permit (CUP) and additional process*
 - *These projects require a geotechnical analysis, demonstration of no net loss, and analysis of shoreline cumulative impacts whether a conditional or permitted use*

Additional Amendments

Initiated by the Port:

- Allow a master plan or sign program to be developed through a Special Sign District Process in order to supersede SMP requirements, where appropriate
 - *Sign regulations in the SMP currently limit the ability to provide adequate signage for Terminal 1 consistent with the concept plan*

Additional Amendments

Initiated by staff:

- Clarify the relationship between critical areas regulations and their applicability in shoreline jurisdiction for ease of use by both applicants and planning officials
- Update Chapter 5A to be consistent with Title 20 Critical Areas Protection code updates since 2012
- Only require statements of exemption to be mailed to Ecology if they involve a federal permit, consistent with state law

Additional Amendments

Initiated by staff:

- Along Burnt Bridge Creek only, permit non-water oriented uses in high and medium intensity designations where this is currently a conditional use to provide flexibility in the preference for water-dependent, water-related, and water-enjoyment uses
 - *In the SMP, non-water oriented uses for commercial and institutional uses are conditional, and must be part of a mixed-use development*
 - *Preference in this area for water-dependent, water-related, and water-enjoyment uses may cause undue burden on existing property owners*

Additional Amendments



Initiated by staff:

- Make height limitation 35' for non-water-oriented commercial uses in medium and high intensity designations to be consistent with the allowance for other uses

Additional Amendments

Initiated by staff:

- Defer to the review and approval under federal requirements for disposal of dredging material and encourage environmentally sound beneficial uses, when feasible
 - *SMP currently includes a provision giving preference to land disposal over in-water disposal. Use of either method requires review and approval by multiple federal agencies/adherence to federal requirements and requirements within the SMP*

Additional Amendments

Initiated by staff:

- Clarify that fish habitat enhancement projects do not require a statement of exemption, per state law
- Make amendments to address non-substantive items that will improve readability and usability for both applicants and planning officials

Next Steps

- Virtual public open house: Summer 2020
- Initial amended SMP: SEPA process and joint local and state 30-day public comment period
- Planning Commission and City Council workshops and public hearings late 2020/early 2021



Questions and Discussion

- Cayla Cothron, CED, cayla.cothron@cityofvancouver.us
- Keith Jones, CED, keith.jones@cityofvancouver.us

cityofvancouver.us/ced/page/smp-periodic-review



Staff Report 091-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/3/2020

SUBJECT 2019 Resurfacing Project, Construction Acceptance and Release of Retainage

Key Points

- The project completed approximately 9 lane miles of pavement resurfacing.
- Granite Construction Company of Vancouver, WA, was awarded the contract for the 2019 Resurfacing Project in July 2019, began work in late July 2019, and was physically complete in November 2019.
- Final construction costs for the project are \$2,673,526.66.
- This project was funded by the Pavement Management Program in the Street Fund, and Complete Streets programs for the traffic calming components (speed bumps).
- There was an apprenticeship goal of 4% of the labor hours for this project, which corresponded to 326.5 hours of training. The contractor did not meet this goal and was assessed a penalty of \$3,265.27.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

Granite Construction Company of Vancouver, WA, has satisfactorily completed the subject improvements in accordance with the plans and specifications. The original construction contract bid amount was \$2,579,579.00. Quantity adjustments and change orders during construction increased the contract amount by 3.6% to \$2,673,526.66. There was an apprenticeship goal of 4% of the labor hours for this project, which corresponded to 326.5 hours of training. The contractor did not meet this goal and was assessed a penalty of \$3,265.27.

Advantage(s)

1. Completes the City's contractual and statutory process for accepting the project.

2. Formal project acceptance allows for closure on third-party bond claims and facilitates release of retainage.

Disadvantage(s)

None

Budget Impact

This project was funded by the Pavement Management Program in the Street Fund, and Complete Streets programs for the traffic calming components (speed bumps).

Prior Council Review

Award of construction contract for the 2019 Resurfacing Project in July 2019.

Action Requested

On August 3, 2020, accept the 2019 Resurfacing Project as constructed by Granite Construction Company of Vancouver, Washington, and authorize release of retainage in the amount of \$133,676.33 subject to receipt of all documentation required by law.

Nicolette Roth, Civil Engineer, 487-7763



Staff Report 092-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/3/2020

SUBJECT Continued use of Sourcewell Purchasing Contract #030117 for play equipment purchases from Landscape Structures

Key Points

- The City has greatly benefited using Sourcewell Purchasing Agreement Contract #030117 for the purchase of play equipment from Landscape Structures.
- By leveraging multiple agencies together with this purchasing agreement, the City is able to obtain an 8% discount.
- The City of Vancouver has a \$300,000 threshold for purchasing of goods; any amount over \$300,000 requires City Council approval.
- The Sourcewell Contract does not expire until 4/14/2021 and can be extended one additional year.
- This contract is competitively bid and is available for both governmental agencies and school districts to leverage volume buying power for lower costs.

Strategic Plan Alignment

Goal 4: Ensure that Vancouver's parks and trails system is the highest quality and most complete in the region.

Present Situation

The Vancouver Parks and Recreation Department has utilized the Sourcewell contract to purchase \$262,283.00 worth of play equipment for Dubois and North Image Parks over the past year.

The Vancouver Parks and Recreation Department wishes to continue to purchase play equipment from Landscape Structures over the next two years due to the competitive price advantage. The City hopes, depending on PIF balances in the different districts, to install new playground equipment to other neighborhood parks in the next two years, including: Summer's Walk, Oakbrook, Peter Ogden and Rose Village.

- **Summer's Walk**, in Park District C- The playground is more than 23 years old, very small, and is not ADA accessible. The park also lacks picnic tables. As there are concurrency issues in District C, we plan to make the following improvement to meet new park standards: ADA accessible playground, including some poured in place rubber surfacing, add picnic tables and benches and enlarge the playground.

Unfortunately, although the PIF balance in District C is larger, relative to the other two park districts, there is not enough money to take on another full development of an undeveloped site, at this time. North Image, currently under construction in District C, will be a huge park enhancement to this eastern area of the City

- **Oakbrook Neighborhood Park**, in Park District B- Over the last 3 years, the City has spent approximately \$300,000 to repair non-compliant ADA paths and add and replace picnic tables and benches at Oakbrook. The next action needed is replacement of the playground. While we gather some additional PIF funds in this District, we will redesign the playground features to enhance ADA access and bring newer playground amenities to this park
- **Peter S. Ogden Park**, in Park District B- This playground is currently extremely small, out of date and does not meet ADA standards. Additionally, this park is in an area with lots of multi-family housing and could be utilized more often if the playground was enlarged and modernized. Park improvements would be an exciting chance to bring more life to this site.
- **Rose Village**, in Park District A- This undeveloped parcel is comprised of two residential lots. The maintenance on this site is minimal, as rough mowing takes place on an as-needed basis. Once we accumulate enough PIF funds in District A and have maintenance funds available to maintain a newly developed site, we would like to improve the site with park amenities, playground and other park features.

Advantage(s)

1. The approval for continued use of this contract will enable the City to order playground equipment from Landscape Structures while leveraging power of multiple agencies for better discounts.
2. Currently, the City purchases playground equipment through the Sourcewell Contract, which, through this cooperative purchasing, saves the City time and money in going through a separate RFP process for playground equipment.
3. Purchasing equipment from this source will help bring older, non-compliant sites up-to-date to promote more outdoor play opportunities for kids and families throughout the park system

Disadvantage(s)

None

Budget Impact

The purchase of play equipment is funded through Park Impact Fees by district.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to approve purchases under the Sourcewell contract #030117 for the life of the contract with Landscape Structures.

Terry Snyder, Senior Park Developer, 487-8317

ATTACHMENTS:

- ▣ Landscape Structures Contract 030117
- ▣ RFP #030117

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST



Company Name: Landscape Structures Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
	NO EXCEPTIONS TAKEN		

Proposer's Signature: *[Signature]* Date: 2/28/17

NJPA's clarification on exceptions listed above:



FORM D



RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES |

Company Name: Landscape Structures Inc. Date: 2/28/17

City: Delano State: MN Zip: 55328

Authorized Signature: Fred Caslavka Fred Caslavka
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

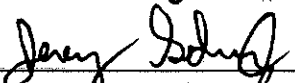
NJPA Contract #: 030117-LSI

Proposer's full legal name: Landscape Structures Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

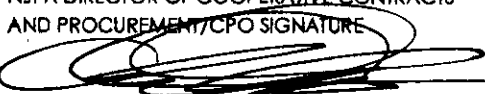
The effective date of the Contract will be April 14, 2017 and will expire on April 14, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on April 14, 2017

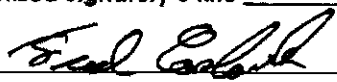
NJPA Contract # 030117-LSI

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Landscape Structures Inc.

Authorized Signatory's Title Chief Financial Officer



VENDOR AUTHORIZED SIGNATURE

Fred Caslavka
(NAME PRINTED OR TYPED)

Executed on 4/14 2017

NJPA Contract # 030117-LSI

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

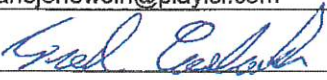
Company Name: Landscape Structures Inc.

Address: 601 7th Street S.

City/State/Zip: Delano, MN 553428

Telephone Number: 763-972-3391

E-mail Address: janejenewein@playlsi.com

Authorized Signature: 

Authorized Name (printed): Fred Caslavka

Title: CFO

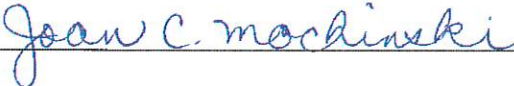
Date: 2/28/17

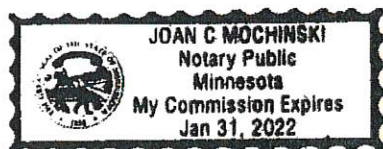
Notarized

Subscribed and sworn to before me this 28th day of February, 20 17

Notary Public in and for the County of Carver State of Minnesota

My commission expires: 1-31-2022

Signature: 





PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Landscape Structures Inc.

Questionnaire completed by: Jane Jenewein

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Standard payment terms are net 30 days from invoice date.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.

Landscape Structures will partner with National Cooperative Leasing (NCL) to offer NJPA members a complete suite of finance solutions. NCL is a current NJPA financing contract holder (#032615-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program.

There is no ownership, common ownership, or control between Landscape Structures and NCL or any other leasing company.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

If awarded, all NJPA contract orders will be made directly between the customer and Landscape Structures with service provided through our sales network. Orders will be submitted to the corporate office. Once entered and processed, the customer will receive an order acknowledgement listing all the equipment and/or services they are purchasing along with the scheduled ship date of the order. This allows for internal auditing of each purchase order against the requirements of the contract and insures accurate quarterly reporting.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes, P-cards are accepted up to \$3,000 at time of order with no additional cost to the customer.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

• Do your warranties cover all products, parts, and labor?

Product warranties do not cover labor. If purchased through Landscape Structures, installation will be warrantied for one year.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage? No
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? No
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

Although a certified technician/installer is not required to replace/install warranty parts on Landscape Structures playground equipment, it is highly recommended. We have a network of certified installers available in all areas of the continental U.S., Alaska and Hawaii. NJPA members should contact their local sales representative for assistance with service for warranty repair.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

Warranty issues for items made by other manufacturers would be passed on to the applicable equipment manufacturer.

- What are your proposed exchange and return programs and policies?

As an indication of our commitment to customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20 percent restock fee plus all return freight charges will apply to all product returns.

6) Describe any service contract options for the items included in your proposal.

Maintenance contracts are offered through some of our rep organizations.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Landscape Structures is offering a turn-key solution to the marketplace need for playground and recreation-related equipment, accessories and supplies.

Landscape Structures offers a full product suite that includes standard and custom playground equipment, freestanding play, shade, surfacing, sports & fitness equipment, site furnishings, skateparks, and waterparks. Turnkey services are offered to include design and site consultation, installation, and site construction services.

To complement and enhance the park and playground project, we can provide turn-key solutions through our partnerships to include, but are not limited to, installation, site work (i.e., grading, concrete walkways, landscaping, drainage solutions), shelters, site amenities, waterplay, and independent safety audits. These are sourced products and services.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

In partnership with our local sales representatives, Landscape Structures closely works with each customer to provide unique solutions to the customer's specific project. We pull in the best resources for the best price available for each project. Landscape Structures may not always be the lowest-priced provider but will prove to be the best-value provider. Best value considers:

- Life cycle: how long will the product last in the field?
- Total cost of ownership
- Durability
- Ease of Installation

- Maintenance
- Warranty policy: for Landscape Structures, warranty is a state of mind. If the product didn't perform as expected, we generally replace it at no charge (excluding installation), irrespective if the warranty expired.
- Past performance with government markets
- Customer service response time

We believe Landscape Structures offers the best-value solution to the marketplace. Landscape Structures' pricing model will be a percentage discount of published catalog price.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Landscape Structures is proposing a six (6) percent discount off list price on Landscape Structures play, skate and shade equipment for single orders up to \$80,000 in equipment.

We are proposing a five (5) percent discount off list price on Aquatix™ by Landscape Structures products.

Mechanical and Design provided by Aquatix™ by Landscape Structures is priced on a line item pricing basis.

10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- XX _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

An eight (8) percent discount off list price on Landscape Structures play, skate and shade equipment is offered for orders over \$80,000 in equipment. No additional discounts are offered for Aquatix.

Volume rebate programs will be considered on a case by case basis with the NJPA member. Landscape Structures would extend that same volume discount program to all NJPA members, provided the same or similar volume commitment is given.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Landscape Structures local sales representatives work closely with individual customers to determine their unique playground project needs. Once the needs are identified, the sales representative works with local suppliers to propose applicable sourced products/equipment and services to provide a turn-key project. Services offered include installation through our certified installer network and is provided on a "not to exceed" percentage of list price of Landscape Structures equipment on a state-by-state basis. Sourced product/equipment and related services will be quoted on a cost plus basis not to exceed a 25% margin. Landscape Structures custom products are quoted on a per project basis and receive the same discount applied to our standard equipment. Landscape Structures PebbleFlex® and AquaFlex® surfacing systems are quoted on a per project basis.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Bonding is not included in pricing. If bonding is required the cost is 3% of the purchase order total payable to Landscape Structures Inc.

Installation, site preparation, unloading of equipment upon delivery, safety audits and inspections. These services can be contracted through Landscape Structures and they will be provided by qualified independent, third party vendors/contractors.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

To best serve our customers and provide them the best price for shipping, Landscape Structures provides freight FOB Destination, Pre-paid and Added. Freight is calculated on the entire order (not per component) and quoted based on negotiated shipping rates. Custom freight quotes are requested on orders which contain over-sized components that have been identified by our shipping department

Once Landscape Structures receives an order, the product is entered in the computer scheduling system. Based on the product ordered, a ship date is scheduled. Every order generates a Sales Order Acknowledgement detailing to the customer what they ordered. The Scheduled Ship Date is included on this acknowledgement, which is mailed directly to the customer. If there are any conflicts with the shipping schedule, the customer works with their local sales representative to coordinate any adjustments.

Landscape Structures has a 99.8 percent on-time shipping rate. In the event there is a delay in shipment, the local sales representative is notified. They in turn notify the customer to work out a satisfactory solution for the customer. Possible options include but are not limited to splitting the delayed items into a separate shipment at no charge to the customer; shipping the entire order at a later date agreed upon by the customer and possibly expediting the shipment to meet the customer's requirements; and in very rare events, cancelling the order.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping, delivery, exchange and return programs for Alaska, Hawaii and other off-shore orders are treated in the same manner as orders shipping to the continental United States with the exception of ocean freight. On ocean freight shipments, the maintenance kit, which contains touch-up paint is shipped via air freight.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Landscape Structures prides itself on how it packages its products. We go to great lengths to ensure the product is delivered to the site undamaged. Landscape Structures will work with individual customers to accommodate any special shipping requirements.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

As orders are received and submitted into our order processing system, they will be tagged as NJPA contract orders. The NJPA discount code will be keyed on the order alerting our accounting personnel to verify the order has received the proper pricing.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Landscape Structures is proposing a 2% fee on the net sales price of all products and services (excluding freight, bonding fees and taxes).

Industry-Specific Questions

19) Of the following main categories, identify those in which you provide solutions: playground, recreation, aquatic/beach, and/or ice arena.

Landscape Structures provides solutions for playground, recreation and aquatic (splashpad) categories.

20) If your RFP offering better fits within a sub-category not identified in the preceding question, identify the subcategory using the list provided in the scope section of this RFP (Sec. 3.17.1.1).

1. Playgrounds
2. Recreation
4. Shades
5. Playground surfacing
6. Outdoor exercise equipment
8. Site amenities or furnishings such as trash cans and benches
10. Aquatic solutions, pools, splash pads
11. Skate park solutions

21) Rank any subcategories you fit into (e.g., 1-5) based on how strongly you are positioned within each.

Landscape Structures is positioned equally in all categories. Every product category offered is manufactured in MN and marketed and sold through our nationwide network.

1. Playground
2. Shades
3. Site Amenities
4. Aquatic solutions (splash pads)
5. Outdoor exercise equipment
6. Skatepark solutions

22) Specifically describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.

ISO 9001 & ISO 14001

Custom capability

23) Describe any serviceability attributes that your offered solutions contain. Please indicate which of these attributes are considered "industry-expected attributes" and which you believe are "vendor differentiators."

Industry-expected attributes:

Installation by certified installers
Safety audits by independent CPSI certified playground inspectors
Free Playground Design Services

Vendor differentiators:

- Industry leading custom design and manufacturing expertise
- Installation Services offered through Landscape Structure distributors. Installers are trained and certified by Landscape Structures.
- Installation hotline: available after hours hotline
- Local project and design consultation / site evaluation
- Customer "Play Tours" : a look inside Landscape Structure manufacturing facilities and corporate culture, education sessions, and playground visit offered
- Learning Academy Education Series: offers information on valuable topics to park and recreation professionals and landscape architects. We are approved as an accredited provider by the International Association for Continuous Education and Training (IACET) and the Landscape Architecture Continuing Education System (LA CES). A variety of topics are offered.

Signature: _____

Ead Cooke

Date: _____

2/28/17



National Joint Powers Alliance®

REQUEST FOR PROPOSAL

for the procurement of

RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES

RFP Opening

MARCH 2, 2017

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #030117

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #030117 RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES. Details of this RFP are available beginning January 12, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 1, 2017 at 4:30 p.m. Central Time at the above address and opened March 2, 2017 at 8:30 a.m. Central Time.

RFP Timeline

January 12, 2017

Publication of RFP in the print and online version of *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to:

<http://www.njpacoop.org/oregon-advertising>), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.

February 7, 2017

10:00 a.m. CT

Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.

February 22, 2017

March 1, 2017

4:30 p.m. CT

March 2, 2017

8:30 a.m. CT

Deadline for RFP questions.

Deadline for Submission of Proposals. Late responses will be returned unopened.

Public Opening of Proposals.

Direct questions regarding this RFP to: Jonathan Yahn at jonathan.yahn@njpacoop.org or (218)895-4144.

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1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by NJPA: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;

- 3.11.3** Deliver “Value Added” aspects of the company, equipment/products and services as defined in the “Proposer’s Response”;
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency’s needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer’s authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer’s authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of [RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES.]

3.17 Additional Scope Definitions:

3.17.1 Under this RFP, NJPA seeks [RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES. Because this title could be construed quite broadly (without the following clarification), make sure that your offered solutions fit into at least one of these primary categories:]

3.17.1.1

1. Playgrounds
2. Recreation
3. Shelters
4. Shades

5. Playground surfacing
6. Outdoor exercise equipment
7. Prefabricated buildings associated with playgrounds and other public spaces
8. Site amenities or furnishings such as trash cans and benches
9. Bicycle equipment for public use (bikes, racks, rental kiosks, etc.)
10. Aquatic solutions, pools, splash pads
11. Skate park solutions
12. Trails and related solutions
13. Beach area equipment
14. Ice arena equipment and supplies (including dasher boards, ice surface refrigeration, and ice resurfacing equipment)

Installation and service on these listed categories is also desired.

3.17.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.2.1 This solicitation is not intended to include: lockers, bleachers, event seating, recreational vehicles, landscape equipment, mowers, indoor exercise equipment, athletic surfacing, athletic equipment, or HVAC systems (outside of floor refrigeration/ice making).

3.17.2.2 Any solution that is proposed must have a direct connection to at least one of the preceding categories. NJPA will consider “out of scope” those proposals that contain more than an incidental amount of items that do not directly relate to the enumerated categories. NJPA reserves the right to award a vendor that clearly articulates a compelling member need for a solution that falls outside these categories. NJPA does not seek responses that fall more properly within another existing NJPA contract category. For example, NJPA already has awarded vendors that could provide trail maintenance equipment (grubbers, mowers, etc.). So prospective respondents should determine whether they can fill a substantial unmet need for NJPA members before decided to respond to this RFP.

3.18 **Overlap of Scope:** When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a “Scope of Proposal,” please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by NJPA.

3.19 **Best and Most Responsive – Responsible Proposer:** It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer’s Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.24.1 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.24.1.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.24.1.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.24.1.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice "of good, better, best" multiple-grade solutions to meet NJPA Members' needs.

3.24.1.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members' needs.

3.24.2 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.25 Geographic Area to be Proposed: This RFP invites proposals to provide RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.26 Contract Term: At NJPA's option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.26.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.27 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.28 [This section is intentionally blank.]

3.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.30 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

3.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.31.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.31.2.1 demonstrate the Proposer’s knowledge of industry standards and Member agency needs and expectations;

3.31.2.2 identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

3.31.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.32 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer’s “Hot List” described herein.

3.33 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.34 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member’s site. Exceptions to “delivered and operational” must be clearly disclosed in the “Total Cost of Acquisition” section of the proposal.

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer’s warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty’s terms with the manufacturer. Any manufacturer’s warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.36 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.37 The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a “Solutions-Based Solicitation.” NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.38 While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members’ needs. NJPA may award all of the respondent’s proposal or may limit the award to a subset of the proposal.

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission.” RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA’s competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

D. PROPOSER’S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer’s response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to “The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479.”

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor’s response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA’s proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for

review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **“Hold for Proposal Opening,”** and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing **RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES** to Jonathan Yahn at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Jonathan Yahn at (218) 895-4144. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If NJPA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

4.17 If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org (under “Current and Pending Solicitations”) and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them with an atomic clock.** At the time of the public opening, the NJPA Director of Contracts and Marketing or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA'S RIGHTS RESERVED

4.24 NJPA may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

5 PRICING

5.1 NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$40 Million. Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by NJPA.**

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as “Hot List,” “Sourced Products,” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder’s proposal.

5.8 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published “List Price” as well as a “Proposed Contract Price” in their pricing matrix. Published List Price will be the standard “quantity of one” price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 "Cost plus a percentage of cost" as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as "Hot List" pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user's location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 **The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged,** and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material

costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the “Warranty” criterion does not apply to a particular RFP, the points normally awarded under “Warranty” may be used to increase the number of potential points in another evaluation category or categories.) The “Pricing” criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to “Pricing.” But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members’ needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness,” found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

6.6.1 is received before the deadline for submission or it will be returned unopened;

6.6.2 is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;

- 6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if “not applicable” is the answer;
- 6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
- 6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP’s scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer’s responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer’s marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer’s response. NJPA may, however, consider additional information outside the Proposer’s response. This research may include such sources as the Proposer’s website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for “Widgets and Related Products and Services.” NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award

Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

6.19.7 An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a “Certificate Holder.” The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

6.23.1.1 Commercial General Liability—Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence

\$1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors’ certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing

to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA's Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more than permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body

determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer's ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under NJPA contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these

specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.7.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.8 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub

Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.10 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is “Executed for the Benefit of [NJPA Member name].”

F. TRADE-INS

7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.12 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.13 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

- 7.13.1** The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;
- 7.13.2** The Vendor fails to ship the products or to provide the services within a reasonable amount of time;
- 7.13.3** NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;
- 7.13.4** The Vendor fails to fulfill any of the material terms and conditions of the Contract;
- 7.13.5** The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;
- 7.13.6** The Vendor fails to properly report quarterly sales;
- 7.13.7** The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.14 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA’s authority to immediately terminate the Contract for continued

breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

8.2 [This section is intentionally blank.]

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

7.17 NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

K. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

M. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a

waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

N. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

8.25.1 The name, address, and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

Q. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

9 FORMS

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PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company’s expectations in the event of an award?
- 5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.
- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

- 18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.
 - a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.

Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.
- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20)
 - a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
 - b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.
- 25) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?

26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.

28) Describe any technological advances that your proposed products or services offer.

29) Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.

30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.

31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?

32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer.

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company’s primary contact person for this proposal?

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**

Company Name: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ Date: _____

NJPA's clarification on exceptions listed above:

Contract Award
RFP #030117

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature: _____

(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #030117 _____

Proposer's full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be _____, 20_____ and continue until- _____ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of _____, 20_____ **NJPA Contract Number** #030117

NJPA Authorized signature: _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ **NJPA Contract Number** #030117

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20_____ **NJPA Contract Number** #030117

PROPOSER ASSURANCE OF COMPLIANCE**Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____
 _____ Its _____

Form P



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

- 19) Of the following main categories, identify those in which you provide solutions: playground, recreation, aquatic/beach, and/or ice arena.
- 20) If your RFP offering better fits within a sub-category not identified in the preceding question, identify the subcategory using the list provided in the scope section of this RFP (Sec. 3.17.1.1).
- 21) Rank any subcategories you fit into (e.g., 1-5) based on how strongly you are positioned within each.
- 22) Specifically describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.
- 23) Describe any serviceability attributes that your offered solutions contain. Please indicate which of these attributes are considered “industry-expected attributes” and which you believe are “vendor differentiators.”

Signature: _____ Date: _____



10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME:

- ☐ Adding Products/Services
- ☐ Deleting Products/Services
- ☐ Price Increase
- ☐ Price Decrease

NJPA CONTRACT NUMBER:

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

--

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

--

If adding products, state how these are within the scope of the original RFP.

--

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.

--

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

☐ Yes ☐ No

Section 5. Signatures

_____	_____
Vendor Authorized Signature	Date

Print Name and Title of Authorized Signer

_____	_____
Jeremy Schwartz, NJPA Director of Cooperative Contracts and Procurement/CPO	Date



Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)



Staff Report 093-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/3/2020

SUBJECT Lease Agreements with Fort Vancouver Regional Libraries and Vancouver School District

Key Points

- The City has an existing Lease Agreement with Fort Vancouver Regional Libraries (FVRL) for their Headquarters at the site of the old library building on Mill Plain and Fort Vancouver Way.
- The City, FVRL and Vancouver Public Schools (VPS) signed a Memorandum of Understanding that creates a framework to develop a Campus for Arts, Culture and Innovation on the land surrounding the FVRL Administrative Headquarters.
- The campus would include the Vancouver Innovation, Technology and Arts Elementary School (VITA), a repurposing of the existing library building and potentially a new visual and performing arts center.
- The Council is being asked to approve a lease amendment with FVRL and a lease with the VPS for the property where the school will be built.

Strategic Plan Alignment

Goal 5, Objective 5.2, Action 4: Support creation of an arts/cultural center

Goal 10, Action 8: Ensure land availability and appropriate zoning for future K-12 schools throughout the community.

Present Situation

On August 18, 2018, the City, FVRL and VPS signed a Memorandum of Understanding (MOU) that set up a framework for the three parties to work together to develop a Campus for Arts,

Technology and Innovation on City-owned property at 1007 and 1301 East Mill Plain Blvd. The property currently serves as the administrative headquarters for FVRL through a long-term lease agreement with the City.

The campus will include the Vancouver Innovation, Technology and Arts Elementary School (VITA), a 300 student, K-5 elementary school. VPS would like to begin construction of the school in the summer of 2020 and have it open for the 2022-2023 academic year.

Building the elementary school requires an amendment of the City's lease with FVRL, and a new lease agreement between VPS and the City for the portion of the property (see attached map) that will include the school and required parking.

Key points of the amendment to the City's lease agreement with FVRL are:

- FVRL lease premises boundaries will be adjusted to accommodate the footprint of the new K-5 school to be constructed by VPS;
- The City will make secure storage space at Pearson Field available to FVRL to facilitate storage of equipment previously kept in the Tennis Court Area (which will be the location of the new K-5 VPS school);
- FVRL will have a license for continued use of thirty (30) parking spaces on the site through December 31, 2031, for Community Library employee parking.
- Various easements across the FVRL leasehold will be reserved for VPS to facilitate student access to buses, emergency drills and evacuations, and building access by service and emergency vehicles;
- Other material lease provisions (e.g., duration, lease rate) will remain unchanged from the parties existing 2011 Lease Agreement.

Key points of the City's lease agreement with VPS are:

- The City will enter into a 50-year ground lease with VPS at a rate of \$1 per year;
- VPS will construct the proposed K-5 building according to conceptual plans approved by the City;
- Title to the building will automatically pass to the City upon expiration or termination of the Lease;
- In addition to the parking required by code to support the school, VPS has agreed to construct up to 37 additional parking spaces that will be needed for the other uses envisioned in the conceptual plan for the site. The City will reimburse VPS for the construction of those parking spaces.

The City has completed a boundary line adjustment and a short plat that reconfigured the two existing lots into three lots, one for the school building, one for the library administrative facility and one for the sports fields. In addition to the lease, the City and VPS have agreed to develop a

separate construction access agreement and an operating agreement that will address shared use of parking, shared use of other site improvements, signage, programming coordination, etc.

Advantage(s)

1. Locates a new K-5 elementary school with a focus on innovation, technology and the arts, adjacent to downtown Vancouver. Funding for this project is available through a VPS bond measure approved by voters in 2017.
2. The school playground will be available for public use when school is not in session.
3. Creates the first component of the campus for Arts, Technology and Innovation as envisioned by the City, VPS and FVRL.

Disadvantage(s)

1. The most underutilized ballfield will be removed for construction of the school however the parking associated with the new school will be available to the public on nights and weekends when the sports fields are most heavily used.
2. Development of the overall campus could require a significant commitment of City resources.

Budget Impact

\$58,047 in design fees for parking lots and approximately \$185,105 in reimbursement for parking construction.

Prior Council Review

- September 23, 2019 – City Council Workshop
- April 15, 2019 - City Council Workshop
- December 17, 2018 - Ratification of the Memorandum of Understanding between the City, Vancouver Public Schools and Fort Vancouver Regional Libraries

Action Requested

Authorize the City Manager or designee to sign a lease amendment with FVRL and lease agreement between the City and the VPS for a portion of the property at 1007 E. Mill Plain Blvd. where VPS will build the Vancouver Innovation, Technology and Arts elementary school.

Chad Eiken, Community and Economic Development Director, 487-7882

ATTACHMENTS:

- ▣ Vancouver School District Lease
- ▣ FVRL First Amended Lease

GROUND LEASE

by and between

CITY OF VANCOUVER
a Washington municipal corporation

“Landlord”

and

VANCOUVER PUBLIC SCHOOLS,
a Washington municipal corporation

“Tenant”

_____, _____, 2020

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GROUND LEASE

THIS GROUND LEASE (“**Lease**”) is entered into as of _____, 20____, by and between the CITY OF VANCOUVER, a Washington municipal corporation (“**Landlord**”) and VANCOUVER PUBLIC SCHOOLS, a Washington municipal corporation (“**Tenant**”). Landlord and Tenant may individually be referred to as a “**Party**” and may be collectively referred to as the “**Parties**.”

RECITALS

A. Landlord is the fee simple owner of an assemblage of real property located in the City of Vancouver, Clark County, Washington and commonly known as 1007 E. Mill Plain Boulevard. The property currently includes a building leased to the Fort Vancouver Regional Libraries (“**Library**”), recreational fields, and vacant land. Landlord’s real property includes tax parcel numbers 38279926 and 38279938.

B. In September 2018, together with Vancouver Public Schools, the City of Vancouver prepared a conceptual site plan for the development of a new downtown elementary school focusing on arts and innovation, a center for the performing arts and other spaces for businesses and the community to use (the “**Conceptual Plan**”).

C. Tenant desires to lease a portion of Landlord’s real property for the purpose of constructing and operating a downtown elementary school and related improvements for education purposes consistent with the Conceptual Plan (the “**Project**”). The portion of the real property Tenant desires to lease from Landlord and Landlord desires to lease to Tenant is depicted on Exhibit A-1 and legally described on Exhibit A-2 (the “**Premises**”).

NOW, THEREFORE, it is agreed by the parties as follows:

ARTICLE 1

LEASE OF PREMISES AND TERM OF LEASE

Section 1.01 **Agreement to Lease.** For and in consideration of the rents to be paid and covenants to be performed by Tenant under this Lease, Landlord agrees to lease the Premises to Tenant, and Tenant agrees to lease the Premises from Landlord, on the terms and conditions set forth in this Lease and subject to all title matters reflected in the leasehold title policy issued to Tenant as of the Commencement Date of this Lease.

Section 1.02 **Term of Lease.** The term of this Lease (the “**Term**”) shall commence on the latter of _____, 20____, or the date of satisfaction of the conditions precedent described in Section 1.04 (the “**Commencement Date**”), and shall expire on _____, 2070 (the “**Expiration Date**”).

Section 1.03 **Delivery of Possession.** Possession of the Premises shall be delivered by Landlord to Tenant upon the Commencement Date. Tenant agrees and acknowledges that the Premises are to be delivered to Tenant in an “AS IS”, “WHERE IS”, “WITH ALL FAULTS”

condition, with no obligation for Landlord to improve or alter the Premises, and with Landlord making no representations or warranties as to the Premises, except as otherwise expressly set forth in this Lease.

Section 1.04 **Conditions Precedent.** The rights and obligations the Parties established in this Lease are subject to and contingent upon the satisfaction of each and all of the following conditions:

- (a) Recording a boundary line adjustment and short plat as described in Section 5.05, and associated easements;
- (b) Tenant's provision of a notice of satisfaction within the due diligence period, as described in Section 2.02;
- (c) Approval of the Lease by Tenant's Board of Directors;
- (d) Approval of the Lease by Landlord's City Council; and
- (e) Execution of a Lease Amendment by the City and the Library.

The Party primarily responsible for the completion of each of the foregoing conditions precedent will provide written notice to the other Party upon completion of the condition precedent, together with evidence of the completion ("**Complete Notice**"). Upon receipt of the last Completion Notice, the conditions precedent shall be deemed satisfied.

ARTICLE 2

RENT AND DUE DILIGENCE

Section 2.01 **Rent.** Tenant agrees to pay to Landlord, without notice or demand, offset, abatement or deduction, in lawful money of the United States of America, an annual rent payment of one dollar (\$1).

Section 2.02 **Due Diligence.** Tenant will have a period of sixty (60) days following delivery of the items listed below to conduct due diligence of the Premises. The due diligence period may be extended by written agreement of the Parties. Prior to the end of the due diligence period, Tenant may provide to Landlord a satisfaction notice stating that Tenant has performed its due diligence of the Premises and is satisfied as to its condition. If Tenant does not provide such satisfaction notice within the due diligence period, the rights and obligations under this Lease automatically terminate. Landlord shall provide Tenant with the following documents no later than five (5) business days after the execution of this Lease:

- (a) All existing environmental reports, including, but not limited to, Phase I and Phase II reports, archaeological studies, geological studies, and wetland analyses;
- (b) A preliminary title commitment with standard policies and endorsements; and
- (c) Copies of all documents and agreements encumbering the Premises.

ARTICLE 3

USE OF PREMISES

Section 3.01 **Permitted Use.** Tenant shall use the Premises solely for the purpose of constructing, operating, and maintaining the Project (the “**Permitted Uses**”). Tenant shall not change the use of the Premises to a use other than the Permitted Uses without first obtaining the written consent of Landlord, which consent will not be unreasonably withheld, conditioned or delayed.

Section 3.02 **Compliance with Laws.** Tenant shall, at Tenant’s own cost and expense, comply with all applicable laws, statutes, ordinances, regulations, orders and requirements now or hereafter made or issued by any governmental entities and courts having jurisdiction, whether federal or state or county or municipal (“**Applicable Laws**”). If any license, permit, or other governmental authorization is required for the lawful use or occupancy of the Premises or Project or any portion of the Premises or Project, Tenant shall procure and maintain such license, permit, or governmental approval throughout the Term of this Lease. The judgment of any court of competent jurisdiction, or the admission by Tenant in a proceeding brought against Tenant by any government entity, that Tenant has violated any Applicable Laws shall be conclusive as between Landlord and Tenant and shall constitute a Tenant default within the meaning of Section 11.03.

ARTICLE 4

UTILITIES

Section 4.01 **Utilities.** Tenant shall pay or cause to be paid prior to the delinquency date therefor, and hold Landlord free and harmless from, all charges for the furnishing of gas, water, electricity, telephone service, internet and other public utilities to the Premises during the Term and for the removal of garbage and rubbish from the Premises during the Term of this Lease. Without limiting the generality of the foregoing, Tenant shall be solely responsible for all utility hook-up, connection, impact, metering and other fees in connection with utility service for the Premises. In the event that any utilities on the Premises are shared with Landlord, Landlord will install a separate meter and be solely responsible for the cost of utilities it uses.

ARTICLE 5

CONSTRUCTION BY TENANT

Section 5.01 **Duty to Construct.** Tenant shall, at Tenant’s sole cost and expense, demolish any existing improvements located at the Premises (the “**Existing Improvements**”) and construct or cause the Project to be constructed on the Premises in accordance with the development approvals and entitlements issued to or obtained by Tenant from the City of Vancouver and other governmental agencies for the Project (the “**Final Approvals**”).

Section 5.02 **All Work on Written Contract.** All work required in the demolition of the Existing Improvements and construction of the Project, including any site preparation work, landscaping work, and utility installation work, as well as actual construction work, shall be

performed only by competent contractors licensed under the laws of the State of Washington and reasonably experienced in performance of comparable work, and shall be performed in accordance with written contracts with those contractors that are assignable to Landlord in the event this Lease terminates prior to completion.

Section 5.03 **Construction Costs.** Except for the Landlord Parking Costs, as defined in Section 7.01, Tenant shall pay when due all Construction Costs associated with the Project. The term “**Construction Costs**” means all hard and soft costs of construction of the Project described in any enforceable construction agreement with the contractor of the Project, and actual out-of-pocket expenses incurred or suffered by Landlord as a result of Tenant’s non-payment to Tenant’s contractor. Construction costs do not include any costs incurred by Landlord except costs incurred or suffered by Landlord as a result of Tenant’s non-payment of Tenant’s contractor.

Section 5.04 **Mechanics’ Liens.** At all times during the Term of this Lease, Tenant shall keep the Premises, the Project and all Subsequent Improvements now or hereafter located on the Premises free and clear of all liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Premises (“Mechanics’ Liens”), except for liens for release of retainage as described in Chapter 60.28 RCW (“Retainage Liens”). Should Tenant fail to pay and discharge or cause the Premises to be released from any such Mechanics’ Lien within thirty (30) days after service on Tenant of written request from Landlord to do so, Landlord may pay, adjust, compromise, and discharge any such lien or claim of lien on any terms and in any manner that Landlord may deem appropriate; provided, however, that Tenant shall discharge any Retainage Liens only after it receives releases from the Department of Revenue, Labor and Industries, and Employment Security (all as required by applicable law) and shall otherwise discharge any Retainage Liens in accordance with Washington statutes. Tenant shall reimburse Landlord for the full amount paid by Landlord in paying, adjusting, compromising, and discharging any Mechanics’ Lien.

Section 5.05 **Boundary Line Adjustment and Short Plat.** The Parties agree that a boundary line adjustment and short plat will be required to facilitate the Project. Landlord and Tenant will cooperate in good faith to determine the new boundaries of tax parcel numbers 38279926 and 38279938. When determining the new boundaries, the Parties will consider the future siting of the performing arts center planned for construction by Landlord. Upon agreement of the Parties of the location of the new boundary line, Landlord will perform the preparation and filing of the application for a boundary line adjustment and short plat, at no cost or expense to Tenant.

Section 5.06 **Necessary Plans and Agreements.** Landlord, in its capacity as a property owner and by and through its City Manager, agrees to take the following actions, within ten (10) business days of Tenant’s written request, if and to the extent required to implement and/or finalize the Final Approvals for the Project or to facilitate the construction or operation of the Project:

(a) Join in the grants of easements to public and/or private utility companies required to provide utility services to the Project or within the right-of-way of any streets shown on a recorded final map or parcel map;

(b) Execute consents to or join in any reciprocal easement agreement or covenants, conditions, easements and/or restrictions entered into by Tenant with owners or tenants of adjoining property, in connection with the creation, improvement, use and maintenance of any new or existing appurtenant easements required to construct and operate the Project; and

(c) Execute such other documents, including maps, easements, covenants, consents, agreements, conditions, easements, restrictions, instruments and other documents as reasonably necessary to facilitate the construction or operation of the Project;

Provided, however, that Landlord, in its capacity as a property owner, shall have the right to review and approve of any such map, easement, consent, grant, agreement, covenant, condition, easement, restriction, instrument and/or other document to be so executed or joined in by Landlord that does or may survive the expiration or earlier termination of this Lease, which approval shall not be unreasonably withheld, conditioned or delayed.

Section 5.07 **Permits and Authorizations.** Should Tenant deem it necessary or appropriate to obtain any zoning or land use permit to construct or operate the Project or any subsequent improvements for the Permitted Uses or other uses consented to by Landlord under Section 3.01 above, Landlord agrees to execute any documents, petitions, applications, utility easements and authorizations, that may be necessary or appropriate in its capacity as landowner; provided, however, that nothing within this Lease shall be construed as limiting the City when acting in its governmental and regulatory capacity; and provided further, that any such permits, variances, or rezoning shall be obtained at the sole cost and expense of Tenant, except to the extent that such documents, petitions, applications, utility easements and authorizations are for the benefit of Landlord and not solely for the Project. Landlord shall have the right to review and approve of any such documents, petitions, applications, utility easements, authorizations and/or other instrument to be so executed or joined in by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

Section 5.08 **Subsequent Improvements.** After the completion of construction of the Project, Tenant may desire to redevelop any portion of the Project or Premises consistent with the Conceptual Plan, or make modifications or alterations to the Project that materially alter the size or character of the Project such that a new certificate of occupancy or permit is legally required for the redeveloped, modified or altered improvements to be used or occupied for the Permitted Uses (the “**Subsequent Improvements**”). All such Subsequent Improvements shall be subject to Landlord’s prior written approval pursuant to Section 13.09. The following are not included within the meaning of “Subsequent Improvements”: (a) ordinary repairs, replacements and maintenance that do not materially alter the exterior appearance of the Project; and (b) demolition or installation of interior improvements. Once complete, Subsequent Improvements shall be deemed part of the Project.

Section 5.09 **Ownership of the Project.** Title to the Project shall be held by Tenant until the Expiration Date or the earlier termination of this Lease. The Project shall, upon the Expiration Date or earlier termination of this Lease, automatically and without any act of Tenant or any third party become Landlord’s property. Upon the Expiration Date or earlier termination of this Lease, Tenant shall surrender the Project to Landlord, free and clear of all liens and encumbrances, other than those, if any, expressly permitted under this Lease to survive the Expiration Date or earlier termination of this Lease, or otherwise created or consented to by

Landlord, and Tenant agrees to execute, acknowledge, and deliver to Landlord any instrument requested by Landlord as necessary in Landlord's opinion to perfect Landlord's right, title, and interest to the Project and the Premises. The term "Project" shall not include fixtures, furnishings, or equipment installed by Tenant, which shall remain the property of Tenant and shall be removable at any time during the Term at no cost or expense to Landlord.

Section 5.10 **Archaeological Discovery.** If any objects of cultural or archaeological significance are discovered on the Premises (a "**Discovery**"), Tenant will comply with all Applicable Laws governing discovery and preservation of such items. In the event that compliance with Applicable Laws related to a Discovery creates either (i) a substantial impact to the Project, including material delays or increased costs, or (ii) conditions related to the Premises that are outside the scope of Tenant's Project, then Landlord and Tenant will enter good faith negotiations to reasonably allocate costs associated with compliance with Applicable Laws.

Section 5.11 **Impacts to Library; Coordination.**

(a) If during construction of the Project, Tenant causes a net reduction in number of parking stalls used by Library employees at its administrative office, then Tenant will provide the Library with the additional parking stalls for use by the Library required to offset the net reduction.

(b) Tenant will maintain the Library's access to its loading dock during the Library's anticipated hours of use of the loading dock. Tenant will coordinate with the Library to understand the Library's anticipated needs and schedule for use of the loading dock. If, during construction of the Project, Tenant cannot reasonably avoid interfering with the operation of the Library's loading dock such that the existing loading dock is rendered functionally unusable, then Tenant will provide the Library with alternative access sufficient to meet the reasonable needs of the Library.

(c) To the extent that construction of the Project requires relocation of existing utilized storage space for the Library, Tenant will provide an alternative location or locations suitable for the same quantity of storage that was required to be relocated.

(d) Tenant will prepare a Construction Impact Mitigation Plan, with input from Landlord, Tenant and Library, which is intended to reduce or eliminate certain anticipated impacts, to the extent reasonably practicable, to the Library arising from the construction of the Project, including with respect to transportation, noise, and dust control. Tenant will direct its contractor to make commercially reasonable efforts to contain dust and odor on site and to schedule its work in a manner designed to minimize the impacts to the Library.

(e) Tenant shall offer to meet regularly with the Library in order to discuss and address impacts of the construction of the Project and methods for eliminating or minimizing adverse impacts to the Library.

ARTICLE 6

OPERATION AND RESTORATION

Section 6.01 **Operating Agreement.** The Parties agree to enter an agreement describing and allocating responsibilities related to the operation of the Project (the "**Operating**

Agreement”). The Operating Agreement will include, but not be limited to, terms describing the (i) shared use of parking, (ii) signage, (iii) shared use of improvements, (iv) programming coordination, (v) allocation of responsibilities associated with shared uses, and (vi) maintenance and repair obligations. The Operating Agreement shall be executed prior to issuance of the certificate of occupancy for the Project.

Section 6.02 **Landscaping Restoration.** Tenant’s construction of the Project may disrupt the landscaping of the Premises, including removal of trees and vegetation. The Parties agree that to the extent deemed safe and reasonable by Tenant, trees removed from the Premises will be repurposed for wooden benches or nature play installations at Tenant’s sole cost and expense. Tenant will provide replacement landscaping and trees consistent with the Vancouver Municipal Code (“VMC”). Such landscaping will be reviewed and approved as part of Tenant’s building plans.

ARTICLE 7

PARKING AND TRANSPORTATION

Section 7.01 **Parking.** Tenant will design and construct, at no expense to the Landlord, sufficient parking stalls on the Premises to meet the parking requirements of Applicable Laws for the Project. The Landlord shall pay for the design costs associated with an additional thirty-seven (37) stalls to expand the Tenant’s parking lot in the southeast portion of the Premises (“Southeast Stalls”). Tenant will construct the Southeast Stalls as part of the Project and Landlord will reimburse Tenant for all costs associated with the construction (“Landlord Southeast Stalls Costs”).

In addition, Landlord shall pay for design costs associated with forty-six (46) stalls in the northeast corner of tax parcel number 38279926 (real property which is located outside the boundaries of the leased Premises) (“Northeast Stalls”). If Tenant is requested by the Landlord to construct those parking stalls as part of the Project, Landlord will reimburse Tenant for all costs associated with the construction (“Landlord Northeast Stalls Costs”). Landlord will manage the Northeast Stalls as public permit parking until such time as those parking stalls are needed to support the uses envisioned in the Conceptual Plan. Parking shall be used consistent with the terms and conditions of the Operating Agreement. The Landlord Southeast Stalls Costs and the Landlord Northeast Stalls Costs are collectively referred to as the “Landlord Parking Costs.”

Section 7.02 **Bus Facilities.** Landlord authorizes Tenant to use curb space on Fort Vancouver Way adjacent to the Premises for school bus drop-off and pick-up of students, to the extent consistent with Title 11 VMC. Landlord will execute any documents reasonably required to authorize controls necessary to restrict the use of the curb space for bus use only during a reasonable time before and after school hours and events. In the event that the existing right-of-way must be reinforced to support such bus loading in order to comply with the VMC, Tenant will

be design, pay for, and construct such improvements. Upon completion, the bus facilities will be deemed to be part of the City's right-of-way.

ARTICLE 8

INDEMNITY AND INSURANCE

Section 8.01 Tenant's Indemnity and Defense of Landlord. Tenant shall hold harmless, indemnify, and defend Landlord, its elected and appointed officials, officers, employees and agents, from any and all claims, actions, suits, liability, loss, damages, or expenses (including but not limited to reasonable attorneys' fees) (collectively, "**Claims**") resulting from the occupation and use of the Premises by Tenant after the Commencement Date under this Lease, except to the extent that such Claims are the result of the negligence or willful misconduct of Landlord. Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold Landlord harmless from all claims, liability, losses, costs or fees, including without limitation reasonable attorney fees and costs incurred prior to the date Tenant undertakes Landlord's defense, arising out of or pertaining to Tenant's use after the Commencement Date, for the removal or remediation of Hazardous Substances in, on at or emanating from the Property. Tenant shall retain the right to obtain indemnity or recovery for any liability or costs Tenant incurs relating to contaminants, Hazardous Substances, wastes or materials on the Property from other potentially responsible party under appropriate state or federal environmental laws. This section shall survive the expiration or earlier termination of this Lease.

Section 8.02 General Liability Insurance. Tenant shall, at Tenant's sole cost and expense, procure and maintain during the entire Term of this Lease commercial general liability (CGL) insurance written on an occurrence (and not "claims-made") basis, insuring against all liability of Tenant with respect to the Premises, including contractual liability coverage recognizing the liability assumed by Tenant in Section 8.01 above providing coverage at least as broad as ISO policy form CG 00 01. Such insurance shall name Tenant as named insured and Landlord as additional insured thereunder and shall be primary and non-contributing with respect to any insurance maintained by Landlord. Such policy shall be annually renewing and not have a deductible in excess of Ten Thousand Dollars (\$10,000). Such insurance shall be issued by an insurance company licensed by the State of Washington insuring Tenant and Landlord against loss or liability caused by or connected with operation, occupation and use of the Premises by Tenant under this Lease, shall expressly provide that such policies shall not be canceled or altered without thirty (30) days' prior written notice to Landlord, and be issued in amounts not less than the following:

- (a) \$2,000,000.00 CGL Limit for injury to or death of one person and, subject to that limitation for the injury or death of one person, of not less than \$5,000,000.00 for injury to or death of two or more persons as a result of any one accident or incident; written as an Umbrella or Excess Coverage and as an option, written as Single Combined Limit or separate for \$1,000,000.00 Automobile Losses that occur during ingress, egress or around the leased property; and
- (b) \$5,000,000.00 CGL Limit for damage to or destruction of any property.

Section 8.03 Casualty Insurance. Tenant shall, at Tenant's own cost and expense, at all times during the Term of this Lease, maintain casualty insurance for the full replacement

value of the buildings and improvements on the Premises against loss or destruction by fire and the perils commonly covered under the standard extended coverage endorsement to fire insurance policies in the county where the Premises are located, providing coverage at least as broad as ISO policy forms CP 10 30 and CP 00 10.

Section 8.04 **Waiver of Subrogation.** Any insurance carried by either party as required by this Lease shall include a clause or endorsement denying to the insurer a right of subrogation against the other party to the extent rights have been waived by the insured prior to occurrence of an injury or loss. Each party, notwithstanding any provisions of this Lease to the contrary, hereby waives any rights of recovery against the other for injury or loss due to hazards covered by insurance containing such a clause or endorsement.

ARTICLE 9

CONDEMNATION

Section 9.01 **Total Condemnation.** Landlord warrants and represents that it has no knowledge of a contemplated or planned condemnation of any portion of the Premises. If, during the Term of this Lease, fee title to all of the Premises, all of the Project, and the entire leasehold estate of Tenant is taken under the power of eminent domain or should so much of the Premises be taken under the power of eminent domain as will, in Tenant's reasonable determination, prevent or substantially impair the use of the Premises for the use and purposes permitted hereunder, by any public or quasi-public agency or entity (a "**Total Taking**"), this Lease shall terminate as of 12:01 A.M. on whichever of the following occurs first: (1) the date legal title becomes vested in the agency or entity exercising the power of eminent domain, or (2) the date actual physical possession is taken by the agency or entity exercising the power of eminent domain. Thereafter, both Landlord and Tenant shall be released from all obligations under this Lease. For the avoidance of doubt, if this Lease terminates pursuant to this Section 9.01 prior to Completion, then Tenant's obligations to Complete the Project shall automatically terminate and be of no further force or effect.

Section 9.02 **Partial Taking.** If at any time during the Term of this Lease a taking occurs that is less than a Total Taking and affects the Project, including a reduction in the number of parking spaces, all compensation and damages payable for that taking shall be used to rebuild the Project or to restore remaining portions of the Project, provided that such replacement and/or restoration is then permitted by existing law with only such modifications as will not materially reduce the value of the restored Project, as compared to the damaged portion of the Project. Plans and specifications for such replacements and restoration must be compatible, in terms of architecture and quality of construction, with the portion of the Project not taken. Any material changes to the site plan or elevations of the remaining or replacement the Project, and the plans and specifications for such construction, must be first approved in writing by Landlord, which approval will not be unreasonably withheld, conditioned or delayed. Notwithstanding the provisions of Section 13.09 of this Lease, Landlord agrees, upon Tenant's written request, to provide written confirmation of the following: (a) that either (i) the plans and specifications for the replacements and restoration of the Project do not require Landlord's approval; or (ii) if there are material changes to the site plan or elevations of the remaining or replacement the Project that require Landlord's approval that Landlord approves the plans and specifications provided by Tenant to Landlord for such material changes or, if the plans and specifications for such material

changes are reasonably disapproved by Landlord, a description of those changes to the plans and specifications required by Landlord for its approval; and (b) that no other approvals are required of Landlord for Tenant to replace and/or restore the Project on the remaining Premises.

Section 9.03 Condemnation Award. Any compensation or damages awarded or payable because of the taking of all or any portion of the Premises by eminent domain shall be allocated among Landlord and Tenant as follows:

(a) All compensation or damages, other than any portion of an award described in Section 9.03(b) below, that are awarded or payable for the taking by eminent domain of any portion of the Premises (the “**Award**”) shall be allocated and paid (i) to Landlord for the value of Landlord’s reversionary interest in the taken portion of the Premises and the Project, (ii) to Tenant in the same proportion that the appraised value of Tenant’s interests in the portion of the Premises and the Lease subject to the taking at the time of taking bears to the total value attributed to the portion of the Premises subject to the taking, at the time of taking, less the amounts paid to Landlord pursuant to subsection (i) above; and (iii) to Landlord, the balance of the Award, if any. The term “time of taking” as used in this subparagraph shall mean 12:01 A.M. of whichever of the following shall first occur: the date that title, or the date that physical possession of the portion of the Premises on which the Project are located, is taken by the agency or entity exercising the eminent domain power.

(b) Any severance damages to the Project, relocation costs, or reimbursement for personal property awarded or payable if only a portion of the Premises is taken by eminent domain shall be delivered to Tenant in accordance with Section 9.02 above.

(c) Landlord and Tenant shall each be entitled to appear and participate in any proceeding which determines the Award. Landlord agrees to not settle or compromise any Award without the consent of Tenant, provided Tenant’s approval shall not be unreasonably withheld, conditioned or delayed.

Section 9.04 Voluntary Conveyance in Lieu of Eminent Domain. A voluntary conveyance by Landlord of title to all or a portion of its interest in the Premises to a public or quasi-public agency or entity in lieu of and under threat by that agency or entity to take it by eminent domain proceedings shall be considered a taking of title to all or a portion of the Premises under the power of eminent domain, provided that Landlord agrees to not voluntarily convey the Premises under threat of condemnation without the prior written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed. Any taking of Landlord’s interest in the Premises shall be subject to the Lease and to the rights of the Tenant.

Section 9.05 Rights Upon Temporary Taking. If, at any time during the Term, the whole or any part of the Premises, or of Tenant’s leasehold estate created by this Lease, or of The Project shall be taken in condemnation proceedings or by any right of eminent domain for temporary use or occupancy (a “**Temporary Taking**”) the foregoing provisions of this Article 9 shall not apply and Tenant shall continue to pay, in the manner at the times specified in this Lease, the full amounts of the Rent and all other charges payable by Tenant under this Lease, and, except to the extent that Tenant may be prevented or inhibited from so doing pursuant to the terms of the order of the condemning authority, Tenant shall perform and observe all of the other terms,

covenants, conditions and obligations of this Lease upon the part of Tenant to be performed and observed, as though such Temporary Taking had not occurred.

ARTICLE 10

ASSIGNMENT AND SUBLEASING

Section 10.01 **No Assignment Without Landlord's Consent.** Except as otherwise provided in Section 10.02, Tenant may not assign this Lease or any interest in this Lease without the prior written consent of Landlord.

Section 10.02 **Tenant's Right to Enter Into Subleases and Occupancy Agreements.** Tenant shall have the right to enter into, enforce rights under, and terminate subleases of up to 15% of the Premises (collectively, "**Subleases**") and concession agreements, license agreements, and other occupancy agreements (collectively, "**Occupancy Agreements**") from time to time, and at all times during the Term of this Lease, without Landlord's consent; provided, however, that the following conditions are met:

(a) Any Sublease or Occupancy Agreement must be consistent with the Permitted Uses;

(b) The term of any Sublease or Occupancy Agreement shall not extend beyond the Term of this Lease; and

(c) Any and all Subleases and Occupancy Agreements shall (i) be expressly made subject to all of the terms, covenants, and conditions of this Lease, and (ii) expressly require that the subtenant under the sublease ("**Subtenant**") or other party under the Occupancy Agreement ("**Occupant**") attorn to and accept Landlord as the sublessor or other party under the Sublease(s) or Occupancy Agreement(s), as applicable, in the event this Lease is terminated and Landlord requests such attornment, in writing.

ARTICLE 11

DEFAULT AND REMEDIES

Section 11.01 **Termination.** Should an Event of Default exist, as defined in Section 11.02 below, Landlord may, unless otherwise provided in this Lease, terminate the Lease. Notwithstanding anything to the contrary contained in this Lease, if Landlord elects to terminate this Lease in accordance with this Section 11.01, Tenant shall have no liability for any obligations under this Lease which arise from and after the date of termination of this Lease, including, but not limited to, any continuing obligation to complete construction of the improvements.

Section 11.02 **Breach and Default by Tenant.** Each of the following events shall be an "**Event of Default**" by Tenant and a "**breach**" of this lease:

(a) Failure to perform any term, condition, covenant, or requirement of this Lease;

(b) The appointment of a receiver to take possession of the Premises or the Project, or of Tenant's interest in, to, and under this Lease, the leasehold estate or of Tenant's operations on the Premises for any reason, including, without limitation, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings, when not released within ninety (90) days;

(c) An assignment by Tenant for the benefit of creditors; or the voluntary filing by Tenant or the involuntary filing against Tenant of a petition, other court action, or suit under any law for the purpose of (1) adjudicating Tenant as bankrupt, (2) extending time for payment, (3) satisfaction of Tenant's liabilities, or (4) reorganization, dissolution, or arrangement on account of, or to prevent, bankruptcy or insolvency; provided, however, that in the case of an involuntary proceeding, if all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within ninety (90) days after the filing or other initial event, then Tenant shall not be in default under this Section; or

(d) The subjection of any right or interest of Tenant to or under this Lease to attachment, execution, or other levy, or to seizure under legal process when the claim against Tenant is not released within ninety (90) days.

Section 11.03 Notice as a Precondition to Landlord's Remedies. As a precondition to pursuing any remedy for an Event of Default by Tenant, Landlord shall, before pursuing any remedy, (a) where the alleged default is a failure to pay any installment of Rent or other sum when due pursuant to this Lease, give Tenant a ten (10) day written notice of default and opportunity to cure, specifying in reasonable detail the amount of money not paid and the nature and calculation of each such payment, or (b) where the alleged default is the failure to perform or observe any covenant, condition, or agreement to be performed by Tenant under this Lease, other than a failure to pay rent or any other sum when due, give Tenant a thirty (30) day written notice of default, providing details of the default, and provide Tenant a reasonable opportunity to cure. Where such default other than the failure to pay any installment of Rent or other sum cannot, with reasonable diligence, be cured within such thirty (30) day period, Landlord shall not pursue any remedy provided curative action is commenced within such thirty (30) day period and thereafter pursued with due diligence to completion.

Section 11.04 Waiver of Breach. The waiver by Landlord of any breach by Tenant of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Tenant of either the same or a different provision of this Lease.

Section 11.05 Landlord's Default. Landlord shall be in default under this Lease if Landlord fails to cure any breach of its obligations under this Lease within thirty (30) days after receipt of written notice from Tenant specifying in reasonable detail the nature of Landlord's breach; provided, however, that if the nature of Landlord's breach is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences the cure of such breach within thirty (30) days of the receipt of such notice from Tenant and pursues such curative action with due diligence to completion.

Section 11.06 **Surrender of Premises.** On expiration of the Term or earlier termination of this Lease, Tenant shall surrender the Premises and the Project to Landlord in a good, safe, and clean condition, in compliance with this Lease and all Applicable Laws.

ARTICLE 12

SPECIAL PROVISIONS

Section 12.01 **Quiet Enjoyment.** Landlord covenants that Tenant shall peaceably and quietly have, hold and enjoy the full possession and use of the Premises and the easements, rights-of-way, rights, privileges, benefits and appurtenances belonging thereto throughout the Term.

Section 12.02 **Title.** Notwithstanding anything to the contrary in this Lease, The Project, moveable furniture, furnishings, equipment and other personal property of Tenant or anyone claiming through Tenant located in, on or at the Premises shall, during the Term, be owned by and belong to Tenant. All benefits and burdens of ownership of the foregoing, including title, depreciation, tax credits and all other tax items shall be and remain in Tenant during the Term.

Section 12.03 **Hazardous Substances.**

(a) The term “**Hazardous Substance**”, as used in this Lease, means any substance, material, or waste which is: (1) defined as a “hazardous waste”, “hazardous material”, “hazardous substance”, “extremely hazardous waste”, “restricted hazardous waste”, “pollutant” or any other terms comparable to the foregoing terms under any provision of Washington law or federal law; (2) petroleum and any fraction thereof; (3) asbestos and asbestos containing materials; (4) polychlorinated biphenyls; (5) radioactive materials; (6) mold; (7) Methyl Tertiary Butyl Ether (“MTBE”); or (8) determined by Washington, federal or local governmental authority to be capable of posing a risk of injury to health, safety, property or the environment. Without limiting the foregoing, Hazardous Substance means and includes any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous, toxic or radioactive substance, or other similar term, by any Environmental Laws including any federal, state or local environmental statute, regulation or ordinance presently in effect that may be promulgated in the future, as such as statutes, regulations and ordinances may be amended from time to time.

(b) **LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OF THE PREMISES OR WITH RESPECT TO COMPLIANCE WITH ANY ENVIRONMENTAL LAW.**

(c) Tenant shall not bring onto, create or dispose of, in or about the Premises, any Hazardous Substances other than as is required for demolition of the Existing Improvements and/or customary for construction and operation of a comparable project and done in compliance with Applicable Laws; and Tenant shall not engage in any activity that violates any Environmental Laws. Tenant, at Tenant’s sole expense, shall promptly take all investigatory and/or remedial action reasonably required or ordered by governmental authorities for the clean-up of any Hazardous Substances in, on, or about the Premises including Hazardous Substances created, caused or materially contributed to by Tenant. Tenant shall provide all notices and/or reports required pursuant to any Environment Law requiring notices and/or reports by Tenant. Tenant

shall provide prompt written notice to Landlord of the existence of Hazardous Substances on the Premises and all notices of violation of Environmental Laws received by Tenant.

Section 12.04 **Holding Over.** Tenant shall have no right to remain in possession of the Premises after the expiration or earlier termination of this Lease. If Tenant remains in possession of all or any part of the Premises after the end of the Term, then (i) Tenant's occupancy of the Premises shall be deemed a month-to-month tenancy (not a renewal or extension of the Term), terminable by either party upon 30 days' written notice to the other; and (iii) Tenant's occupancy of the Premises otherwise shall be subject to all applicable terms and conditions of this Lease as if the Term had not expired or this Lease had not been terminated, as the case may be. Nothing in this paragraph shall be deemed or construed as a consent by Landlord to any holding over by Tenant.

ARTICLE 13

MISCELLANEOUS

Section 13.01 **Force Majeure.** Except as otherwise expressly provided in this Lease, if the performance of any act required by this Lease to be performed by either Landlord or Tenant is prevented or delayed by reason of any act of God, strike, lockout, labor trouble, discovery of unexpected subsurface conditions or artifacts, inability to secure materials, restrictive governmental laws or regulations or any other cause (except financial inability), provided such condition is not the fault of the Party required to perform the act, the time for performance of the act will be extended for a reasonable period equivalent to the period of delay and performance of the act during the period of delay will be excused. However, nothing contained in this section shall excuse the performance of any act rendered difficult or impossible solely because of the financial condition of the Party required to perform the act.

Section 13.02 **Notices to Landlord.** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to Landlord by Tenant shall be in writing and shall be deemed duly served and given when personally delivered to Landlord or to any managing employee of Landlord, or, in lieu of personal service, when sent by express mail or expedited courier that allows for tracking, addressed to Landlord at: Vancouver City Manager, 415 W. 6th Street / P.O. Box 1995, Vancouver, WA 98668-1995. Landlord may change Landlord's address for the purpose of this section by giving written notice of that change to Tenant.

Section 13.03 **Notices to Tenant.** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to Tenant by Landlord shall be in writing and shall be deemed duly served and given when personally delivered to Tenant, any managing employee of Tenant, or, in lieu of personal service, when sent by express mail that allows for tracking, addressed to Tenant at Vancouver Public Schools, P.O. Box 8937, Vancouver, WA 98668-8937. Tenant may change its address for the purpose of this section by giving written notice of that change to Landlord.

Section 13.04 **Governing Law.** This Lease, and all matters relating to this Lease, shall be governed by the laws of the state of Washington in force at the time any need for interpretation of this Lease or any decision or holding concerning this Lease arises.

Section 13.05 **Binding on Heirs and Successors.** This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

Section 13.06 **Time of Essence.** Time is expressly declared to be of the essence of this Lease.

Section 13.07 **Severability.** If any term, provision or covenant of this Lease or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, remainder of this Lease, or the application of such term, provision or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law; provided, however, that the Parties agree to meet and confer, in good faith, to negotiate a replacement provision that is consistent with the intent of the Parties and the remainder of the Lease. If the Parties fail to agree on a replacement provision within thirty (30) days of the provision being held invalid or unenforceable, this Lease shall terminate.

Section 13.08 **Counterparts.** This Lease may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one document.

Section 13.09 **Approvals by Landlord.** If Landlord's approval is required under any provisions of this Lease, such approval shall be obtained in the manner described in Section 5.06.

Section 13.10 **Inspection.** Landlord hereby reserves the right, at all reasonable times and following reasonable advance notice to Tenant and coordination with Tenant, to enter and to permit governmental entities, public or private utilities and Landlord's agents to enter upon the Premises for the purposes of the following: (i) inspecting the same; (ii) inspecting the performance by Tenant of the terms, covenants, agreements and conditions of this Lease; (iii) posting and keeping posted thereon notices of non-responsibility for any construction, alteration or repair; (iv) testing, monitoring, sampling, or other work, required by Applicable Laws to be performed at such time (or permitting third parties to perform the same); (v) performing any obligations of Tenant that Tenant has failed to perform; and (vi) any other reason permitted under this Lease.

Section 13.11 **Litigation.** The parties will first attempt to mediate any controversy or claim arising out of or relating to this Lease prior to initiating litigation. The parties shall first attempt to mutually agree upon a mediator. If the parties are unable to agree, then either party may submit a demand for mediation with JAMS, and the mediator shall then be selected according to JAMS's procedures. If the parties are unable to resolve such dispute by mediation, then in that case any controversy or claim arising out of or relating to this Lease, or the breach thereof, shall be settled by litigation in Clark County Superior Court. All settlement negotiations pursuant to this Section 13.11 shall remain confidential and shall be treated as compromise and settlement discussions for purposes of the applicable rules of evidence, including Rule of Evidence 408. The court shall have the power to award fees, costs and expenses, as well as reasonable attorneys' fees and witness fees, against the party that loses on substantially all of its claim(s) but only if the court determines that the proceeding was commenced or opposed in bad faith or recklessly or with intent

to hinder or delay the other party from receiving the benefits to which it is entitled hereunder. The parties shall otherwise bear their own attorneys' fees, witness fees, costs, and expenses.

Section 13.12 **No Partnership or Joint Venture.** Nothing in this Lease shall be construed to render Landlord in any way or for any purpose a partner, joint venturer, or associate in any relationship with Tenant other than that of Landlord and Tenant, nor shall this Lease be construed to authorize either to act as agent for the other.

LANDLORD'S INITIALS: _____ **TENANT'S INITIALS:** _____

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

CITY OF VANCOUVER

By: _____
Name: _____
Its: _____

“Landlord”

VANCOUVER PUBLIC SCHOOLS

By: _____
Name: _____
Its: _____

“Tenant”

EXHIBIT A-1
DEPICTION OF PREMISES

Rendering of New Downtown School
LSW Architects
July 22, 2020



Area of use by
FVRL System

Permit Parking,
Emergency and Service
Vehicle Route Easement

Use separation
boundary

Area of use controlled
by City of Vancouver

0 15 30 60
SCALE: 1" = 30'

Use separation
boundary

Emergency access easement

Student access
easement

PROPOSED VITA ES BUILDING

Area of use by Vancouver
Public Schools

ADJUSTED PROPERTY LINE

FUTURE PHASE PARKING

E MILL PLAIN BLVD.

FORT VANCOUVER WAY

EXISTING FVRL BUILDING

EXHIBIT A-2

LEGAL DESCRIPTION OF PREMISES

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF VANCOUVER, COUNTY OF CLARK, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

EXHIBIT "A"
Legal Description
Lease Agreement

A portion of adjusted City of Vancouver Parcel 38279926, as described in the Boundary Line Adjustment, recorded September 27th, 2019, under Auditors File Number 5653530, records of Clark County, Washington, being in the Southwest 1/4 of the Northwest 1/4 of Section 26, Township 2 North, Range 1 East and in the Southeast 1/4 of the Northeast 1/4 of Section 27, Township 2 North, Range 1 East of the Willamette Meridian, more particularly described as follows:

BEGINNING at the Northeast corner of said adjusted parcel and the South Right-of-Way of East Mill Plain Boulevard, as shown in Record of Survey, recorded September 27th, 2019, in Book 69, Page 109 of Surveys, records of Clark County, Washington;

Thence along the East boundary line of said adjusted parcel, South 20° 57' 46" West, a distance of 170.45 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said East boundary line, South 20° 57' 46" West, a distance of 331.93 feet to the South boundary line of said adjusted parcel;

Thence along said South boundary line, North 69° 37' 11" West, a distance of 743.90 feet to the East Right-of-Way of Fort Vancouver Way;

Thence along said East Right-of-Way, North 20° 19' 14" East, a distance of 78.10 feet;

Thence leaving said East Right-of-Way, South 70° 57' 39" East, a distance of 102.82 feet;

Thence North 20° 52' 52" East, a distance of 165.05 feet;

Thence South 69° 00' 00" East, a distance of 88.04 feet;

Thence North 21° 04' 57" East, a distance of 7.50 feet;

Thence South 69° 00' 00" East, a distance of 62.02 feet;

Thence South 20° 21' 30" West, a distance of 3.25 feet;

Thence South 69° 38' 30" East, a distance of 21.20 feet;

Thence South 79° 00' 00" East, a distance of 70.00 feet;

Thence North $11^{\circ} 00' 27''$ East, a distance of 4.25 feet;

Thence South $79^{\circ} 12' 10''$ East, a distance of 409.12 feet to the TRUE POINT OF BEGINNING.

Contains 187,808 square feet more or less.

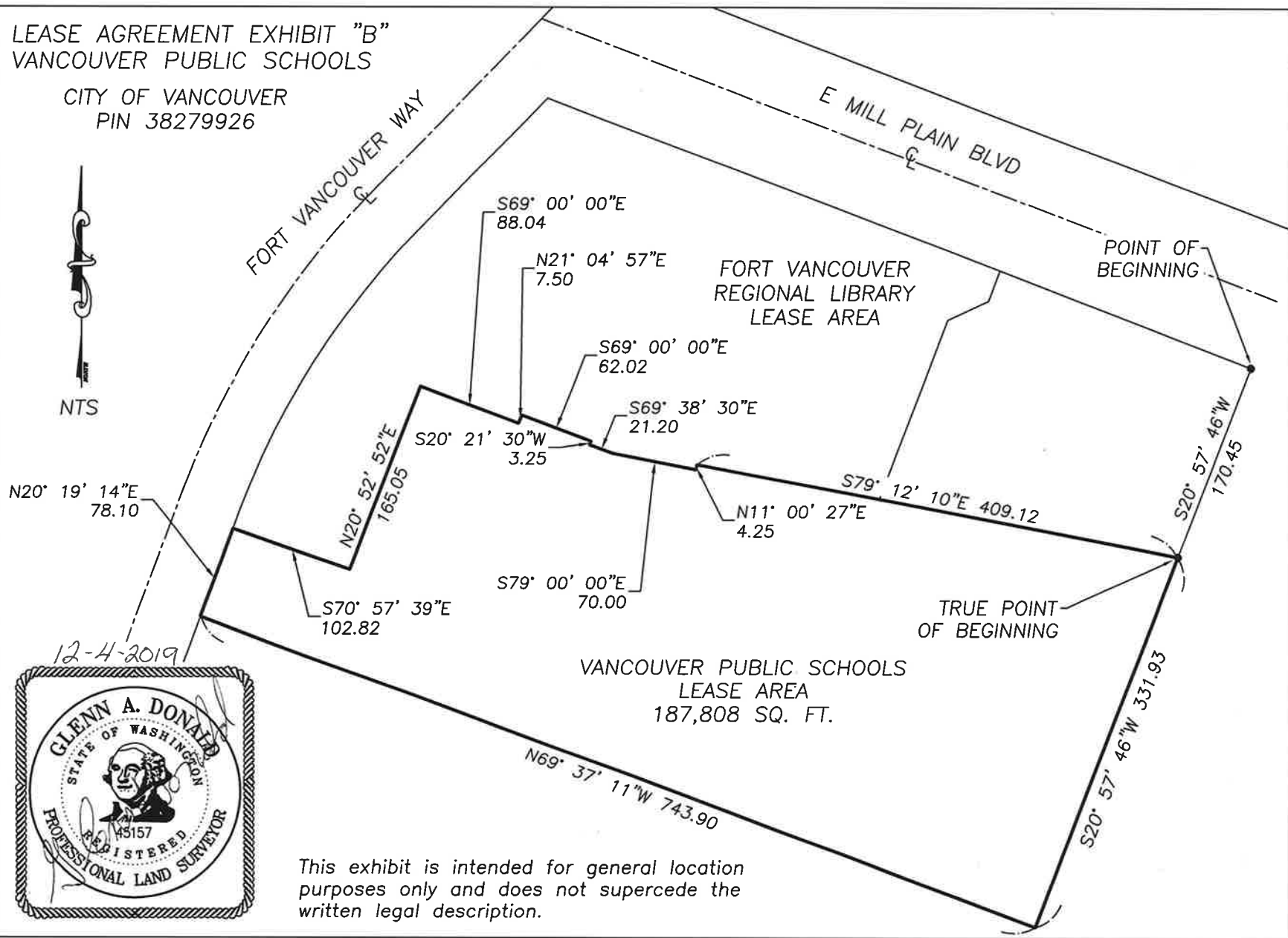


LEASE AGREEMENT EXHIBIT "B"
VANCOUVER PUBLIC SCHOOLS

CITY OF VANCOUVER
PIN 38279926



NTS



This exhibit is intended for general location purposes only and does not supercede the written legal description.

FIRST AMENDED LEASE AGREEMENT

THIS FIRST AMENDED LEASE AGREEMENT (“Lease Amendment”) is made and entered into as of June ___, 2020 by and between CITY OF VANCOUVER, a Washington municipal corporation (“Landlord”), and Fort Vancouver Regional Library District, a Washington inter-county rural library district (Tenant”). Collectively, the Landlord and Tenant are referred to as the “Parties”.

RECITALS:

A. Landlord and Tenant entered a Lease Agreement dated December 19, 2011 (“Lease Agreement”) which replaced any prior lease agreements between the Parties including, without limitation, a lease agreement dated August 20, 1963.

B. Under the Lease Agreement, Tenant leases approximately 44,500 square feet of Class C office space in a building located at 1007 East Mill Plain Blvd., Vancouver, Washington, 98663 (Assessor’s Parcel #038279926) and real property surrounding the building including parking areas, a tennis court area, and a loading dock area (collectively the “Leased Premises”) together with access easements and a revocable parking license. The Leased Premises, Easements and License are described more fully in the Lease Agreement and depicted in Exhibit A to the Lease Agreement.

C. Landlord is the owner of all property leased under the Lease Agreement and this Lease Amendment.

D. On August 13, 2018, the City of Vancouver, Fort Vancouver Regional Libraries, and Vancouver School District No. 37 entered into a Memorandum of Understanding for creation of a K-5 School for Arts and Innovation and a Community Center for Arts, Culture and

Innovation (“MOU”). Pursuant to the terms of the MOU, the participating jurisdictions have worked cooperatively to establish a master development strategy that enables delivery of a K-5 school of arts and innovation and complimentary uses on Assessor’s Parcel #038279938 (located immediately south of the Leased Premises) and portions of the Leased Premises.

E. Tenant and Landlord have agreed to amend Sections 1, 2, 3, and 5, and the Exhibits to the Lease Agreement, in order to facilitate the construction activities contemplated by the MOU on and near the Leased Premises, while providing Tenant with space of reasonable comparability in convenience, function and operation to that originally contemplated by the Parties.

NOW THEREFORE, the Parties agree to amend Sections 1, 2, 3, and 5, as set forth within the following Lease Amendment subject to Conditions Precedent as follows:

CONDITIONS PRECEDENT

The rights and obligations the Parties established in the following Lease Amendment are subject to and contingent upon the satisfaction of the following conditions precedent:

1. **Recording a boundary line adjustment and short plat.** The Parties agree that a boundary line adjustment and short plat will be required to facilitate the Project. Landlord and Tenant will cooperate in good faith to determine the new boundaries of tax parcel numbers 38279926 and 38279938. When determining the new boundaries, the Parties will consider the future siting of the performing arts center planned for construction by Landlord. Upon agreement of the Parties of the location of the new boundary line, Landlord will perform the preparation and filing of the application for a boundary line adjustment and short plat, at no cost or expense to Tenant.

2. **Recording of Easements.** The Parties agree that Tenant's rights under this Lease Amendment shall be subject and servient to the following easements which shall be recorded by Landlord, at no cost or expense to Tenant, as further condition precedent to this Lease Amendment. The location of each of the following easements shall be recorded generally in the locations depicted on Exhibit A "Amended Outline of Premises," respectively:

(A) Emergency Access Easement. Landlord shall grant and record a non-exclusive, permanent easement for the duration of the Lease Term in favor of the Vancouver School District, its agents, invitees, successors and assigns so as to allow travel out of the north exits of the Proposed VITA ES Building for emergency evacuations, emergency drills and routine building maintenance. Tenant agrees that this Lease is subject to the easement provided for in this subsection and agrees to the recordation of this easement.

(B) Student Access Easement. Landlord shall grant and record a non-exclusive, permanent easement for the duration of the Lease Term in favor of the Vancouver School District, its agents, invitees, successors and assigns so as to allow pedestrian travel from the Proposed VITA ES Building, across the Library parking area, to access bus transit along Fort Vancouver Way. Such pedestrian travel is specifically anticipated to include children at the beginning and end of each school day. Tenant agrees that this Lease is subject to the easement provided for in this subsection and agrees to the recordation of this easement.

(C) Emergency and Service Vehicle Route Easement. Landlord shall grant and record a non-exclusive, permanent easement for the duration of this Lease Amendment in favor of the Vancouver School District, its agents, invitees, successors and assigns, so as to allow travel through the northeast parking area by emergency and service vehicles. Tenant agrees that this

Lease is subject to the easement provided for in this subsection and agrees to the recordation of this easement.

LEASE AMENDMENT

The following Sections of the Lease Agreement are hereby replaced in their entirety. Except as specified below, all remaining terms of the Lease Agreement remain in full force and effect:

1. Basic Lease Information.

- A. Lease Date: December 19, 2011.
- B. Landlord: The City of Vancouver, a municipal corporation of the State of Washington (hereinafter "Landlord").
- C. Tenant: Fort Vancouver Regional Library District, a Washington inter-county rural library district (hereinafter "Tenant").
- D. Premises: The Premises is located at 1007 East Mill Plain Boulevard, Vancouver, Washington 98663. The term location of the Premises is more particularly described in Exhibit "B."
- E. Scheduled Commencement Date: December 19, 2011.
- F. Annual Base Rent: This lease is made and entered into in consideration of the mutual promises described herein together with an annual base rent of one dollar (\$1.00).

2. Lease Documents. This Lease consists of the terms and conditions contained herein and the following documents which are hereby incorporated by reference as if set forth fully herein:

- A. Exhibit A: Amended Outline of Premises;
- B. Exhibit B: Amended Legal Description;
- C. Exhibit C: Pearson Field Storage Space.

3. Premises and Term.

- A. In consideration of the obligation of Tenant to pay rent as herein provided and fully and faithfully perform the terms, provisions and covenants described herein, Landlord hereby demises and leases to Tenant, and Tenant hereby takes and leases from Landlord those certain improved Premises as outlined on Exhibit A, attached hereto and

incorporated herein by reference, together with the rights, privileges, easement, licenses, appurtenances, and amenities described herein and situated or to be situated upon land described in Exhibit B and Exhibit C attached hereto and incorporated herein by reference, subject to the terms, conditions, restrictions and limitations set forth herein.

B. TO HAVE AND TO HOLD the same for a term commencing on the Commencement Date (as hereinafter defined), and ending thereafter upon expiration or termination of the "Lease Term" (as hereafter defined).

C. The "Commencement Date" shall be the Scheduled Term Commencement Date shown in the Basic Lease Information, (Section 1.E.). Tenant acknowledges that no representations as to the repair of the Premises have been made by Landlord, unless such are expressly set forth in this Lease.

D. The "Lease Term" shall begin on the Commencement Date and continue for a period of ten (10) years unless earlier terminated pursuant to the provisions herein, PROVIDED, that in Tenant's sole discretion, Tenant may extend the Lease Term for a period of ten (10) additional years (the "renewal term") by delivering to Landlord, not less than one (1) year prior to expiration of the original Lease Term, written notice of Tenant's intent to so extend the Lease Term. In the event that Tenant does extend the Lease Term for ten (10) additional years, Tenant shall provide to Landlord, before the end of the fifteenth year of this Lease, a description of Tenant's plans for vacating the premises upon expiration of the Lease; FURTHER PROVIDED, that if the Lease Term is so extended, all other terms and conditions of this Lease shall remain in full force and effect.

5. Building Use, License and Easements.

A. Use of Premises. The Premises shall be used only for the purpose of general office, receiving, storing, processing, shipping, shop work (including woodworking and metal welding, fabrication and repair) for the Premises or facilities owned by the Fort Vancouver Regional Library District to the extent permitted by applicable law, assembly, and selling (other than retail). At Tenant's discretion, public services may be provided at the Premises. The Loading Dock Area of the Premises may be used for lawful loading, unloading, and related activities. The Loading Dock Area of the Premises is identified on Exhibit A (the "Loading Dock Area"). The parking area of the Premises may be used exclusively by Tenant for its lawful parking needs, including without limitation, parking: by Tenant for its trucks and other vehicles, by its employees working at the Premises or the new Vancouver Community Library Building at Library Square, by contractors and other invitees, and by subtenants of the Premises and their employees, contractors and invitees ("Parking Uses"). The parking area of the Premises is identified on Exhibit A (the "Parking Area"). Tenant shall at its own cost and expense obtain any and all licenses and permits necessary for its use of the Premises. Subject to the provisions of Section 6.D and Section 18 below, Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives including but not limited to those regarding the

correction, prevention and abatement of hazards and/or nuisances in or upon, or connected with, the Premises, all at Tenant's sole expense. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise, radiation, electromagnetic disturbance or vibrations to emanate from the Premises, nor take any other action which would constitute a nuisance. Without Landlord's prior written consent, Tenant shall not receive, store or otherwise handle any product, material or other merchandise which is explosive or highly inflammable other than in compliance with applicable law. Tenant will not permit the Premises to be used for any purpose or in any manner (including without limitation any method of storage) which would render the insurance thereon void.

B. Vancouver Community Library Building Supplemental Parking

In the event that the Tenant vacates the Premises prior to the expiration of the last lease extension on December 31, 2031, the Landlord hereby conveys and grants the Tenant a license for continued use of thirty (30) parking spaces on the Premises to be used for Community Library employee parking through December 31, 2031. Location of the parking spaces on the Premises to be determined by mutual agreement between Tenant and Landlord.

~~After the expiration of the Lease on December 31, 2031, Landlord and Tenant have the option to negotiate a new license for thirty (30) parking spaces on the Premises for Community Library employee parking.~~ shall reserve thirty (30) parking spaces for Community Library employee parking on the Premises or within the Historic Reserve subject to the following conditions: (1) such spaces are not able to be accommodated in new or expanded parking at the Library Square site; and (2) the execution of a license agreement for such spaces. Tenant shall pay to City the then established rates, as subsequently amended, for such parking. The location of such spaces on the premises or within the Historic Reserve shall be at the City's sole discretion.

C. Pearson Field Storage Space. Landlord hereby conveys and grants to Tenant, a nonexclusive, temporary, revocable license to use 1,202 square feet of outdoor storage space at Pearson Field, as identified on Exhibit C (the "Pearson Field Storage Space"). The Pearson Field Storage Space shall be a gravel surface located inside the airfield fence such that it is secured from general public access. The Pearson Field Storage Space will be made accessible to Tenant twenty-four (24) hours per day by way of a keycard or access device to be provided by Landlord. The Pearson Field Storage Space may be used for storage purposes related to the operations of business of Tenant, including outside storage to the extent permitted by applicable laws, including but not limited to the Vancouver Municipal Code, Washington State Law and Federal Aviation Authority ("FAA") regulations.

D. Loading Dock Area Access Easement. Landlord hereby conveys and grants to Tenant, its successors and assigns, a nonexclusive, permanent easement for the duration of the Lease Term extending from the Middle Driveway Curbcut adjacent to Ft. Vancouver Way to the Loading Dock Area of the Premises (the "Loading Dock Area

Access Easement”), for the purpose of accessing the Loading Dock Area of the Premises, including without limitation for access by semi-trucks and other large trucks, for Tenant’s lawful loading, unloading, and related activities. The Loading Dock Access Easement is identified on Exhibit A.

E. Term. The Term of the License and Easements above shall expire upon expiration of the Lease Term or earlier as provided therein.

F. Relocation. The areas of the License or Easements identified above may be relocated from time to time by Landlord to conform with then existing improvements which affect all users of the Premises, but in any event, Landlord shall provide practical and convenient means of accessing the Loading Dock Area of the Premises, including without limitation for access by semi- trucks and other large trucks, pursuant to Section 5.D. of this Lease, at no expense to Tenant. Any such relocated Easement shall be relocated in such a manner as to continue to provide, as near as possible, the same functional utility and capacity of the preceding location or improvement. Landlord and Tenant shall mutually document such relocations, but there shall be no requirement to modify this Lease to reflect such changes and such changes shall be effective without recordation. Either party may request that the memorandum of this Lease be modified to reflect such changes

G. Responsibility. Tenant shall be responsible for maintaining, or causing to be maintained, to the same extent as all other portions of the Premises, the Easements granted herein throughout the Term of the Easements. Tenant’s duty to indemnify, defend, and hold Landlord harmless (Section 15) shall specifically apply to all easements granted within this Lease and Tenant’s duty to so indemnify, defend and hold harmless shall survive expiration or termination of this Lease with respect to all claims arising during the Term of the Easements.

BY EXECUTING THIS LEASE AMENDMENT IN THE SPACE PROVIDED BELOW, THE INDIVIDUALS IDENTIFIED BELOW WARRANT THAT THEY ARE DULY AUTHORIZED TO EXECUTE THE LEASE ON SUCH PARTY’S BEHALF AND HAVE AUTHORITY TO SO BIND THE PARTY.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Amendment as of the day and year first above written.

LANDLORD:

CITY OF VANCOUVER, a Washington municipal corporation

By: _____

Name: Eric Holmes

Title: City Manager

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

TENANT:

FORT VANCOUVER REGIONAL LIBRARY DISTRICT,
a Washington inter-county rural library district

By: _____
Name: Amelia Shelley
Title: Executive Director

Approved as to form:

Jeffrey Courser, Attorney for Tenant,
Fort Vancouver Regional Library District

STATE OF WASHINGTON)
)ss.
COUNTY OF CLARK)

On June _____, 2020, before me personally appeared Eric Holmes, to me personally known to be the **CITY MANAGER** of **THE CITY OF VANCOUVER, WASHINGTON**, a Washington municipal corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said agency for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said agency.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature: _____
Name (Print): _____
NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires: _____

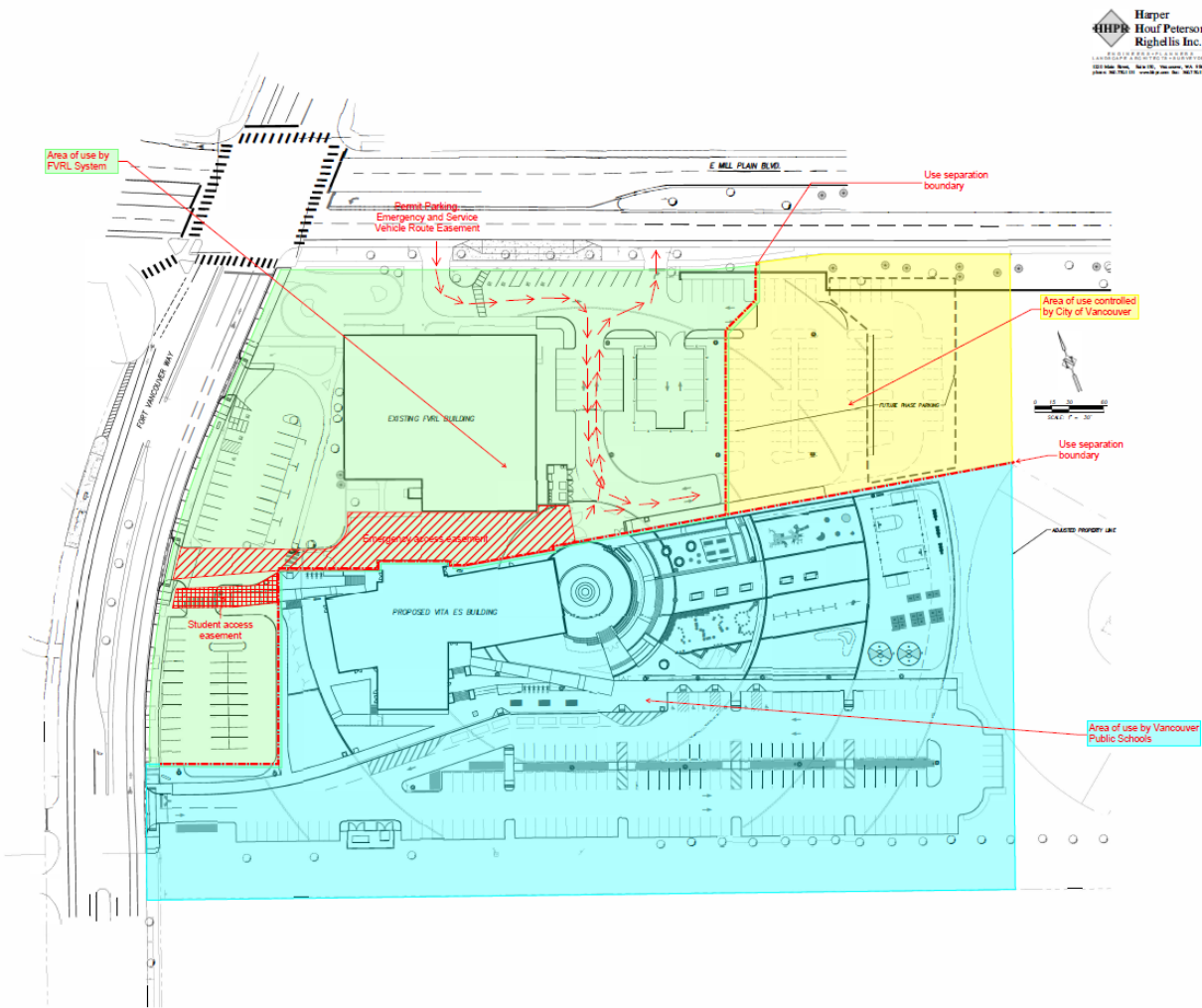
STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On June _____, 2020, before me personally appeared Amelia Shelley, to me known to be the **EXECUTIVE DIRECTOR** of the **FORT VANCOUVER REGIONAL LIBRARY DISTRICT**, an inter-county rural library district, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said inter-county rural library district on behalf of said agency, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument on behalf of said inter-county rural library district for the benefit of said agency.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature: _____
Name (Print): _____
NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires: _____

Exhibit A (Amended Outline of Premises)



Harper
Houf Peterson
Righelidis Inc.
LANDSCAPE ARCHITECTS
1221 West 4th Ave., Suite 100, Vancouver, BC V6C 1B5
Phone: (604) 681-1111, Fax: (604) 681-1112

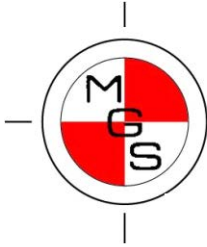
LSW
ARCHITECTS
LSW ARCHITECTS INC.
1111 FORT VANCOUVER WAY
VANCOUVER, BC V6C 1B5
Phone: (604) 681-1111, Fax: (604) 681-1112

VITA VANCOUVER INNOVATION, TECHNOLOGY AND ARTS ELEMENTARY SCHOOL
VANCOUVER SCHOOL DISTRICT NO. 37
1111 FORT VANCOUVER WAY
VANCOUVER, BC V6C 1B5

PROPERTY LINE
LOCATION
ADJUSTMENT

C-1

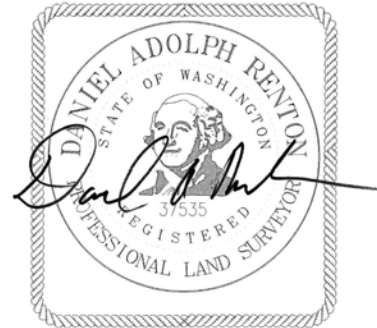
Exhibit B
(Amended Legal Description of the Premises)



MINISTER-GLAESER SURVEYING INC.

*Vancouver Office – 2200 E. Evergreen Blvd, Vancouver, Washington 98661
(360) 694-3313 (360) 694-8410 FAX*

7/27/2020



JULY 27, 2020

EXHIBIT " A "

FVRL LEASE AREA

A parcel of land being a portion of the City of Vancouver Parcel as described in Auditor's File Number 5653530, recorded September 27, 2019 located in a portion of the Southwest quarter of the Northwest quarter of Section 26, Township 2 North, Range 1 East and the Southeast quarter of the Northeast quarter of Section 27, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington, more particularly described as follows:

COMMENCING at the Northeasterly corner of said City of Vancouver Parcel, said point also being on the Southerly Right-of-Way line of E Mill Plain Blvd;

Thence along said Southerly Right-of-Way line, North 69°02'14" West, for a distance of 224.82 feet and the **TRUE POINT OF BEGINNING**:

Thence leaving said Southerly Right-of-Way line, South 20°57'46" West, for a distance of 30.00 feet;

Thence South 59°56'58" West, for a distance of 41.34 feet;

Thence South 20°48'01" West, for a distance of 153.52 feet;

Thence North 79°09'44" West, for a distance of 149.00 feet;

Thence South 10°50'16" West, for a distance of 4.08 feet;

Thence North 79°00'09" West, for a distance of 84.65 feet;

Thence North 68°59'37" West, for a distance of 12.42 feet;

Thence North 21°00'00" East, for a distance of 4.57 feet;

Thence North 69°00'00" West, for a distance of 62.02 feet;

Thence South 21°04'07" West, for a distance of 7.50 feet;

Thence North 69°00'00" West, for a distance of 88.54 feet;

Thence South 20°52'52" West, for a distance of 165.07 feet;

Thence North 70°57'39" West, for a distance of 102.32 feet, to the Easterly Right-of-Way line of Fort Vancouver Way;

Thence North 20°19'14" East, for a distance of 17.70 feet;

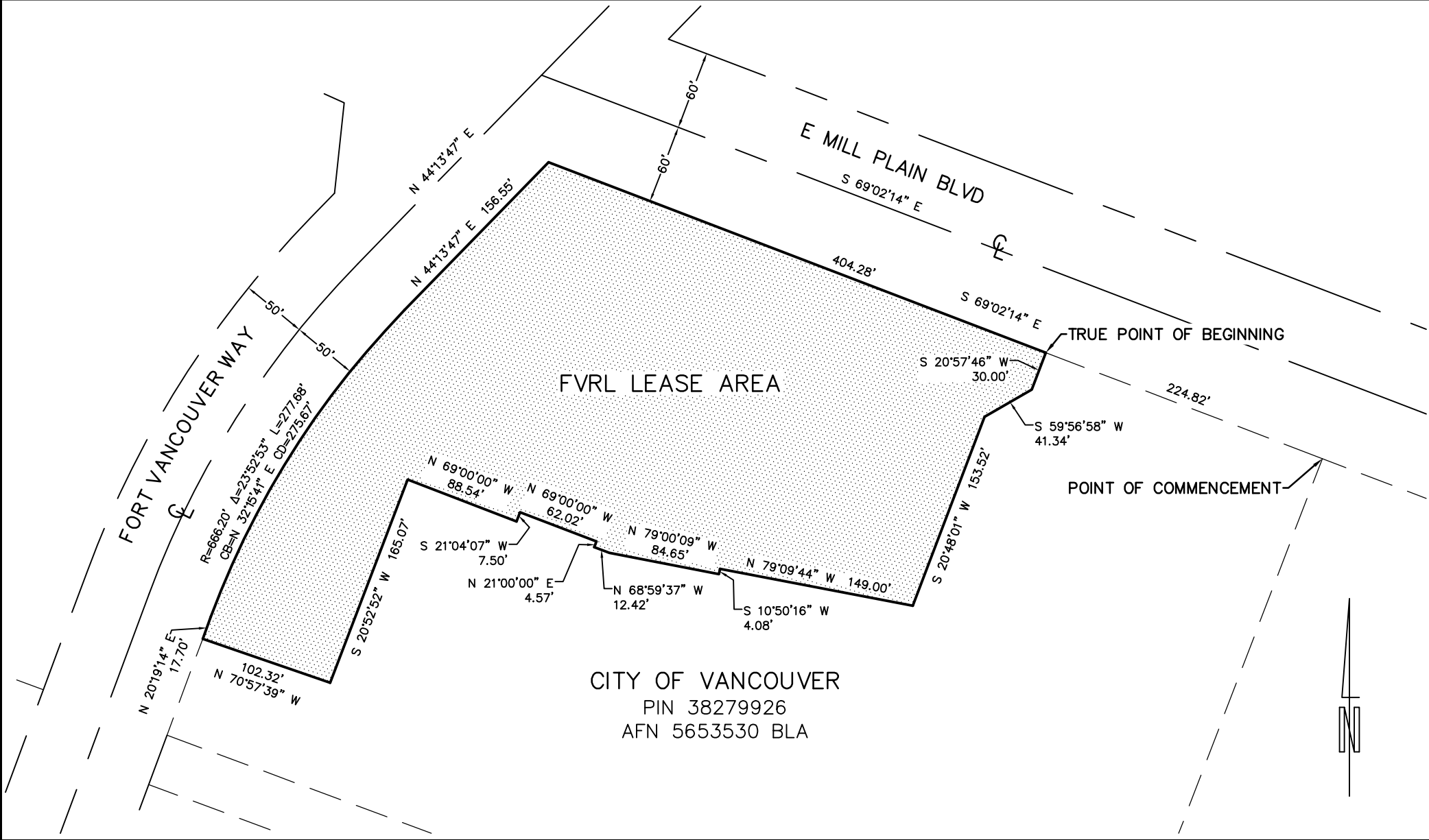
Thence along the arc of a tangent 666.20 foot radius curve turning to the right, for an arc distance of 277.68 feet, through a central angle of 23°52'53", the long chord of which bears North 32°15'41" East, for a chord distance of 275.67 feet;

Thence North 44°13'47" East, for a distance of 156.55 feet to the Southerly Right-of-Way line of Mill Plain Blvd;

Thence along said Southerly Right-of-Way line, South 69°02'14" East, for a distance of 404.28 feet to the **TRUE POINT OF BEGINNING**.

TOGETHER with and subject to easements, reservations, covenants, and restrictions apparent or of record.

CONTAINING 125,185 square feet or 2.874 acres of land, more or less.



CITY OF VANCOUVER
PIN 38279926
AFN 5653530 BLA

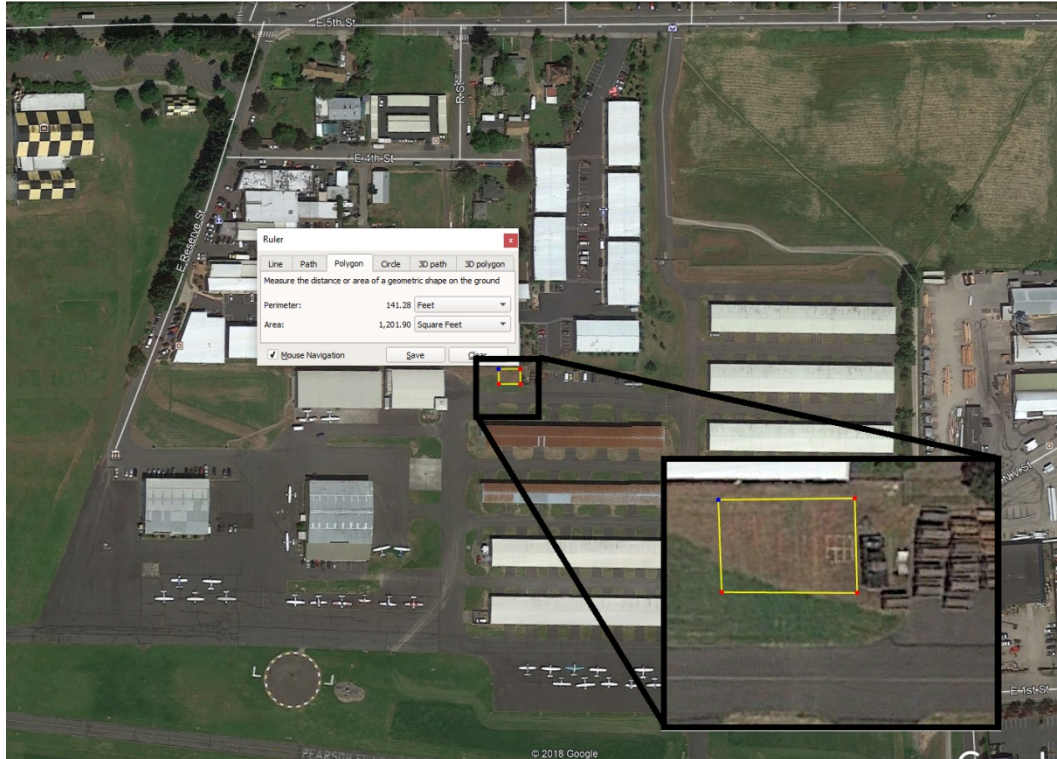
SCALE:	1"=100'
JOB NO.	20-172
DATE:	7/27/2020
DWG FILE:	20172L1
DRAWN BY:	RDH

EXHIBIT "B"
FVRL LEASE AREA



PREPARED BY:
**MINISTER-GLAESER
SURVEYING INC.**
2200 E. EVERGREEN BLVD.
VANCOUVER, WA 98661
(360) 694-3315

Exhibit C
(Pearson Field Storage Space)





MEMORANDUM

DATE: Tuesday, July 28, 2020

TO: Mayor and City Councilmembers

FROM: Council Subcommittee 2 (Stober, Paulsen and Lebowsky)

CC: Eric J. Holmes, City Manager
Shannon Ripp, Boards and Commissions

RE: Recommendations for Appointments to the Parks and Recreation Advisory Commission
--

The Parks and Recreation Advisory Commission is a 10-member volunteer citizen's group made up of city residents, two school district representatives and a liaison from the Parks Foundation of Clark County. The commission advises Vancouver City Council and city staff on needs, plans and programs necessary to provide an adequate system of parks, open space, playgrounds, facilities and recreation services to the residents of Vancouver.

Committee 2 interviewed eight applicants for three full-term positions and one partial-term position and recommends the reappointments of Sean Janson and Jaynee Haygood, and the appointment of Anne Marie Barber to the full-term positions, with their terms beginning immediately and expiring July 31, 2023. For the partial-term appointment, Devan Rostorfer is recommended, with a term beginning immediately and expiring July 31, 2022.

If there are no objections we would like to make these appointments at the **Monday, August 3, 2020** Council meeting.

Attachments:
Applications
Roster

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

\$ 8,216,159.78 this 3rd day of August 2020.

MAYOR

Natasha Ramras

AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
July 21 - July 27	Accounts Payable Checks (see attached)	\$ 5,425,993.18
July 21 - July 27	Hansen City Payments (see attached)	\$ 33,046.95
July 21 - July 27	Visa Refunds (see attached)	\$ -
July 21 - July 27	Payroll Checks (see attached)	\$ 2,757,119.65
TOTAL		\$ 8,216,159.78

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Manual Wire	No Reference	7/20/2020	14,504.90	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	7/20/2020	140,165.95	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	7/20/2020	1,072.40	Government Revenue Solutions Holdings I LLC	
Supplier Payment	Manual Wire	No Reference	7/23/2020	86,163.05	Operations Management International Inc	
Supplier Payment	Manual Wire	No Reference	7/23/2020	6,542.71	Operations Management International Inc	
Supplier Payment	Manual Wire	No Reference	7/23/2020	155,891.83	Operations Management International Inc	
Supplier Payment	Manual Wire	No Reference	7/23/2020	12,514.20	Operations Management International Inc	
Supplier Payment	Manual Wire	No Reference	7/23/2020	743,104.27	Operations Management International Inc	
Supplier Payment	Manual Wire	No Reference	7/23/2020	58,156.71	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	7/24/2020	75.00	HRA VEBA Plan	
Supplier Payment	Manual Wire	No Reference	7/24/2020	6,374.89	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	7/24/2020	159,279.52	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	7/24/2020	23,958.74	ING	
Supplier Payment	Manual Wire	No Reference	7/24/2020	444.50	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	7/24/2020	1,562.87	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	7/24/2020	23,383.33	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	7/24/2020	4,199.76	Washington SDU	
Supplier Payment	Manual Wire	No Reference	7/24/2020	20,100.00	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	7/24/2020	16,809.49	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	7/27/2020	191,381.67	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	7/27/2020	763,315.10	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	7/27/2020	8,937.60	Operations Management International Inc	
Supplier Payment	Manual Wire	No Reference	7/27/2020	50.63	State of Arizona	
Supplier Payment	Manual Wire	No Reference	7/27/2020	696,064.30	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	7/27/2020	20,090.10	Washington Dental Service	
Expense Payment	Direct Deposit	EFT-00063203	7/23/2020	113.75	Josh DeFebbo	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00063204	7/23/2020	113.75	Charlie Ahn	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00063205	7/23/2020	86.25	Zachary Allred	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00063206	7/23/2020	114.00	Patrick Kennedy	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00063207	7/23/2020	264.50	Tyler Bailey	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00063208	7/23/2020	190.00	Christopher Roberts	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00063209	7/23/2020	100.00	Jim Bullinger	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00063210	7/23/2020	13.66	Robert Givens	Employee Reimbursement
Supplier Payment	EFT	EFT-00063211	7/23/2020	8,500.00	Mark Brown	
Supplier Payment	EFT	EFT-00063212	7/23/2020	160,954.08	Clark and Sons Excavating Inc	
Supplier Payment	EFT	EFT-00063213	7/23/2020	380.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00065191	7/24/2020	12,423.42	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00065192	7/24/2020	68.12	Legal Shield	
Customer Refund	Check	15039	7/22/2020	1,743.98	AT&T COMCAST CORP	Refund of duplicate payments for ROW permits
Customer Refund	Check	15040	7/22/2020	176.00	HYPRO CORPORATION	Refund of duplicate payment. Paid invoice # 00001830 on 7-8-2019 on check # 83292 & 7-19-2019 on A. Ratkovak's credit card
Ad Hoc Payment	Check	15041	7/22/2020	119.45	Aaron & Katherine Lemen	Utility Refunds: 0070001002-03

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

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Ad Hoc Payment	Check	15042	7/22/2020	1,801.82	Access Electrical LLC	MPE-283839
Ad Hoc Payment	Check	15043	7/22/2020	2,050.00	ARLEEN PEREZ	VOUCHER 2007838.030
Ad Hoc Payment	Check	15044	7/22/2020	102.74	AUDREY,MICHAEL	Utility Refunds: 0058028014-06
Ad Hoc Payment	Check	15045	7/22/2020	42.31	Baker,Jennifer	Utility Refunds: 0085047100-07
Ad Hoc Payment	Check	15046	7/22/2020	55.74	BARNEY M AND RHONDA L SYVERSON	Utility Refunds: 0154001602-02
Ad Hoc Payment	Check	15047	7/22/2020	32.30	Barron,Donald J	Utility Refunds: 0085078320-07
Ad Hoc Payment	Check	15048	7/22/2020	157.06	Benjamin & Katherine Bradley	Utility Refunds: 0094042100-04
Ad Hoc Payment	Check	15049	7/22/2020	123.48	Bernie Hansen	Utility Refunds: 0048044760-05
Ad Hoc Payment	Check	15050	7/22/2020	50.43	Billie & Robert Hurley	Utility Refunds: 0069080342-13
Ad Hoc Payment	Check	15051	7/22/2020	25.00	BMW Portland	refund overpmt pkg cit 7201803142
Ad Hoc Payment	Check	15052	7/22/2020	52.39	Christopher & Julie Myers	Utility Refunds: 0074025400-08
Ad Hoc Payment	Check	15053	7/22/2020	25.00	Clark County District Court	Cit 7202300649 Kienholz (Studdert)
Ad Hoc Payment	Check	15054	7/22/2020	1,800.00	Clark County Title	reconveyances x9
Ad Hoc Payment	Check	15055	7/22/2020	76.70	Columbia River NW Investments LLC	Utility Refunds: 0074000378-04
Ad Hoc Payment	Check	15056	7/22/2020	732.00	CRAIG PETERSON	VOUCHER 2007845.030
Ad Hoc Payment	Check	15057	7/22/2020	60.47	Cynthia Wade & John Perrin	Utility Refunds: 0078099330-01
Ad Hoc Payment	Check	15058	7/22/2020	444.44	David Brown	20200528
Ad Hoc Payment	Check	15059	7/22/2020	374.00	Doll,Kent and Victoria	Utility Refunds: 0101020219-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15060	7/22/2020	130.36	D T Ziegler	Utility Refunds: 0087010107-04
Ad Hoc Payment	Check	15061	7/22/2020	61.61	Emilie Ruehs and Andrew Fisher	Utility Refunds: 0010011801-12
Ad Hoc Payment	Check	15062	7/22/2020	1,918.00	EMILY PEIA	SWR-284596
Ad Hoc Payment	Check	15063	7/22/2020	1,345.20	EMILY PEIA	WTR-284595
Ad Hoc Payment	Check	15064	7/22/2020	1,346.00	Evergreen School District #114	Overage Permit Series - CMI-280070
Ad Hoc Payment	Check	15065	7/22/2020	31.71	Garey G Wagner Jr	Utility Refunds: 0089068014-01
Ad Hoc Payment	Check	15066	7/22/2020	37.74	Ginn Homes Group LLC	Utility Refunds: 0500003290-01
Ad Hoc Payment	Check	15067	7/22/2020	49.38	Hove,Rhio and Janet	Utility Refunds: 0111010068-01
Ad Hoc Payment	Check	15068	7/22/2020	1,063.05	Instrument Northwest	ref pkg perm COV07204; COV08966; COV06160
Ad Hoc Payment	Check	15069	7/22/2020	76.70	Interwest Properties Inc Clients Trust Acct	Utility Refunds: 0500002528-01
Ad Hoc Payment	Check	15070	7/22/2020	153.71	James & Janet Garrett	Utility Refunds: 0047095160-01
Ad Hoc Payment	Check	15071	7/22/2020	92.29	James Garrett	Utility Refunds: 0047095160-01
Ad Hoc Payment	Check	15072	7/22/2020	56.77	James Genereaux	ref pkg per COV03786
Ad Hoc Payment	Check	15073	7/22/2020	183.00	JENNA FRANCIS	VOUCHER 2007876.030
Ad Hoc Payment	Check	15074	7/22/2020	183.00	JENNIFER LOPEZ	VOUCHER 2007847.030
Ad Hoc Payment	Check	15075	7/22/2020	25.00	Jeremy Hindhaugh	refund overpmt pkg cit 0100334
Ad Hoc Payment	Check	15076	7/22/2020	23.46	Jerrold & Jeannie Smith	Utility Refunds: 0043015430-01
Ad Hoc Payment	Check	15077	7/22/2020	97.69	Joel B Brown	Utility Refunds: 0021003700-25
Ad Hoc Payment	Check	15078	7/22/2020	420.00	JOHANNES LIM	VOUCHER 2007840.030
Ad Hoc Payment	Check	15079	7/22/2020	69.93	Judith L Jackson	Utility Refunds: 0074035800-07
Ad Hoc Payment	Check	15080	7/22/2020	81.78	Justin McChesney	Utility Refunds: 0069059200-12
Ad Hoc Payment	Check	15081	7/22/2020	25.64	Karen Summers	Utility Refunds: 0068085000-03
Ad Hoc Payment	Check	15082	7/22/2020	156.00	Karina & Mikhail Ostinsev	Utility Refunds: 0070012400-05
Ad Hoc Payment	Check	15083	7/22/2020	366.00	KATE VICTOR	VOUCHER 2007846.030
Ad Hoc Payment	Check	15084	7/22/2020	51.21	Kathleen Braunward and Judith Yoes Co-Trustees	Utility Refunds: 0040069000-03
Ad Hoc Payment	Check	15085	7/22/2020	150.00	Kevin Rice and Shelene Asprec	Utility Refunds: 0099049946-02
Ad Hoc Payment	Check	15086	7/22/2020	39.73	Kevin West and Stacey Koehler-West	Utility Refunds: 0109350000-03
Ad Hoc Payment	Check	15087	7/22/2020	50.00	Krispy Kreme	refund CIVIC gov
Ad Hoc Payment	Check	15088	7/22/2020	121.38	Leaf,Harrison	Utility Refunds: 0062073700-03 Consolidated refund created from multiple refunds

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Ad Hoc Payment	Check	15089	7/22/2020	27.46	Lee and Florence LLC	Utility Refunds: 0112000500-01
Ad Hoc Payment	Check	15090	7/22/2020	62.97	Leonard & Celestia Harpster	Utility Refunds: 0153000102-04
Ad Hoc Payment	Check	15091	7/22/2020	8,116.99	Line Rents Co	SCIP contractor pmt - Inv #1016 (Buckman)
Ad Hoc Payment	Check	15092	7/22/2020	6,229.37	Line Rents Co	SCIP contractor pmt Inv #1014 (Larson)
Ad Hoc Payment	Check	15093	7/22/2020	366.00	MAGAN REED	VOUCHER 2007843.030
Ad Hoc Payment	Check	15094	7/22/2020	98.89	Manor Homes Washington Inc	Utility Refunds: 0500002528-01
Ad Hoc Payment	Check	15095	7/22/2020	405.00	MARIA SOTO	VOUCHER 2007874.030
Ad Hoc Payment	Check	15096	7/22/2020	103.91	Marshall Richardson	Utility Refunds: 0067049514-30 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15097	7/22/2020	269.67	Martin,Diane C	Utility Refunds: 0127004500-02
Ad Hoc Payment	Check	15098	7/22/2020	82.95	McCuistion,Nancy and James	Utility Refunds: 0064067710-03
Ad Hoc Payment	Check	15099	7/22/2020	151.21	Michael Cunningham and Secured Holdings LLC	Utility Refunds: 0080078300-17
Ad Hoc Payment	Check	15100	7/22/2020	673.42	Miranda Skeeter	20200617
Ad Hoc Payment	Check	15101	7/22/2020	104.50	MORGAN,ALAN	Utility Refunds: 0099049984-02
Ad Hoc Payment	Check	15102	7/22/2020	22.60	Neely,Brandon L	Utility Refunds: 0074040512-08
Ad Hoc Payment	Check	15103	7/22/2020	366.00	NICOLE HUNTER	VOUCHER 2007842.030
Ad Hoc Payment	Check	15104	7/22/2020	183.00	NORMA ALZOLA	VOUCHER 2007850.030
Ad Hoc Payment	Check	15105	7/22/2020	528.00	Nutter Underground Utlts Co	FRI-284327 refund
Ad Hoc Payment	Check	15106	7/22/2020	239.11	NW Management Exclusive Inc	Utility Refunds: 0117012094-03
Ad Hoc Payment	Check	15107	7/22/2020	79.29	Nylund Homes Inc	Utility Refunds: 0096003026-10
Ad Hoc Payment	Check	15108	7/22/2020	250.00	Odyssey Contracting LLC	Utility Refunds: 0500002601-03
Ad Hoc Payment	Check	15109	7/22/2020	183.00	OLIVIA HAUN	VOUCHER 2007851.030
Ad Hoc Payment	Check	15110	7/22/2020	549.00	PERRI STEVENS	VOUCHER 2007839.030
Ad Hoc Payment	Check	15111	7/22/2020	28.71	Personal Rep for Estate of Kathy M Baird,Trina Koplan	Utility Refunds: 0044077998-01
Ad Hoc Payment	Check	15112	7/22/2020	121.00	Personal Rep for Estate of Vincent Caminiti,Angelo Caminiti	Utility Refunds: 0083000730-01
Ad Hoc Payment	Check	15113	7/22/2020	290.00	Plum Village Wellness LLC	refund bus lic fee
Ad Hoc Payment	Check	15114	7/22/2020	74.59	Ralf Muller and Karen Taylor	Utility Refunds: 0153000068-03
Ad Hoc Payment	Check	15115	7/22/2020	15.09	Richardson,Julie and Marshall	Utility Refunds: 0067049514-30 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15116	7/22/2020	73.00	Rich Boechler	MPE-284365
Ad Hoc Payment	Check	15117	7/22/2020	85.00	Rick Zhang	refund pk permit COV07311
Ad Hoc Payment	Check	15118	7/22/2020	200.00	Robert Kellar	20200320
Ad Hoc Payment	Check	15119	7/22/2020	930.00	ROSA CISNEROS	VOUCHER 2007872.030
Ad Hoc Payment	Check	15120	7/22/2020	160.00	Rouse,Michael	Utility Refunds: 0074044200-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15121	7/22/2020	65.13	Saito,Keawe and Michael Brian	Utility Refunds: 0078003900-03
Ad Hoc Payment	Check	15122	7/22/2020	300.00	SANDRA HERNANDEZ	VOUCHER 2007873.030
Ad Hoc Payment	Check	15123	7/22/2020	52.50	SHULLER,MARGARET	Utility Refunds: 0099049984-02
Ad Hoc Payment	Check	15124	7/22/2020	120.38	Simich,Michael and Katherine	Utility Refunds: 0115000132-10
Ad Hoc Payment	Check	15125	7/22/2020	37.07	SPH Property Three LLC	Utility Refunds: 0079078917-15
Ad Hoc Payment	Check	15126	7/22/2020	210.00	STEPHANIE HORTON	VOUCHER 2007877.030
Ad Hoc Payment	Check	15127	7/22/2020	366.00	STEPHANIE MANNING	VOUCHER 2007844.030
Ad Hoc Payment	Check	15128	7/22/2020	200.00	Stewart Title Corporation	reconveyance- Eaton
Ad Hoc Payment	Check	15129	7/22/2020	59.38	Successor Trustee of Doris Neel Turst,Carla Thoreson	Utility Refunds: 0099049902-02
Ad Hoc Payment	Check	15130	7/22/2020	549.00	TATUM DWYRE-SEITZ	VOUCHER 2007875.030
Ad Hoc Payment	Check	15131	7/22/2020	183.00	TAUSHA DWYRE	VOUCHER 2007841.030
Ad Hoc Payment	Check	15132	7/22/2020	432.00	Tri-Tech Heating Inc	MPE-284349 refund
Ad Hoc Payment	Check	15133	7/22/2020	113.75	Tyler Winegar	070520 OTOA

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Ad Hoc Payment	Check	15134	7/22/2020	157.74	Van Atta,Kathleen	Utility Refunds: 0101000181-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15135	7/22/2020	249.40	Van Atta,Kathleen	Utility Refunds: 0101000181-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15136	7/22/2020	13.03	Wade,Cynthia	Utility Refunds: 0078099330-01
Ad Hoc Payment	Check	15137	7/22/2020	219.06	Wallway,Michael and Rachelle	Utility Refunds: 0127020480-03
Ad Hoc Payment	Check	15138	7/22/2020	35.88	William E Shockey	Utility Refunds: 0155020300-01
Ad Hoc Payment	Check	15139	7/22/2020	42.57	William Wilson and Kasaundra Whalley	Utility Refunds: 0112018024-06
Ad Hoc Payment	Check	15140	7/22/2020	1,375.00	YULIANA ROSALES	VOUCHER 2007837.030
Supplier Payment	Check	15141	7/22/2020	112,943.00	72 Hour LLC	
Supplier Payment	Check	15142	7/22/2020	74.66	Airgas, Inc	
Supplier Payment	Check	15143	7/22/2020	7,616.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	15144	7/22/2020	80,302.11	Alpine Products Inc	
Supplier Payment	Check	15145	7/22/2020	221.09	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	15146	7/22/2020	845.52	Arborscape Ltd Inc	
Supplier Payment	Check	15147	7/22/2020	3,442.89	Bacon Collision	
Supplier Payment	Check	15148	7/22/2020	3,810.00	Barran Liebman LLP	
Supplier Payment	Check	15149	7/22/2020	788.82	Blairco Inc	
Supplier Payment	Check	15150	7/22/2020	7,804.80	Bloomberg Finance LP - Remit-To: Bloomberg - Boston	
Supplier Payment	Check	15151	7/22/2020	395.60	Bound Tree Medical LLC	
Supplier Payment	Check	15152	7/22/2020	400.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	15153	7/22/2020	1,510.94	Cintas	
Supplier Payment	Check	15154	7/22/2020	323,751.00	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	15155	7/22/2020	363.34	Clark County Title Company	
Supplier Payment	Check	15156	7/22/2020	735.62	Clark Public Utility District No. 1	
Supplier Payment	Check	15157	7/22/2020	28.08	Clark Public Utility District No. 1	
Supplier Payment	Check	15158	7/22/2020	524.42	Clark Public Utility District No. 1	
Supplier Payment	Check	15159	7/22/2020	391.72	Clark Public Utility District No. 1	
Supplier Payment	Check	15160	7/22/2020	700.05	Clark Public Utility District No. 1	
Supplier Payment	Check	15161	7/22/2020	410.55	Clark Public Utility District No. 1	
Supplier Payment	Check	15162	7/22/2020	760.97	Clark Public Utility District No. 1	
Supplier Payment	Check	15163	7/22/2020	21,594.23	Clark Public Utility District No. 1	
Supplier Payment	Check	15164	7/22/2020	759.36	Clark Public Utility District No. 1	
Supplier Payment	Check	15165	7/22/2020	339.92	Clark Public Utility District No. 1	
Supplier Payment	Check	15166	7/22/2020	51,170.22	Columbia Ford Inc	
Supplier Payment	Check	15167	7/22/2020	27,282.41	Columbia Resource Company	
Supplier Payment	Check	15168	7/22/2020	25,000.00	Columbia River Economic Development Council Inc	
Supplier Payment	Check	15169	7/22/2020	108.27	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	15170	7/22/2020	66.61	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	15171	7/22/2020	114.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	15172	7/22/2020	188.27	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	15173	7/22/2020	89.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	

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Supplier Payment	Check	15174	7/22/2020	101.10	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	15175	7/22/2020	8,653.65	Consolidated Supply Co	
Supplier Payment	Check	15176	7/22/2020	11,821.02	Contech Engineered Solutions LLC	
Supplier Payment	Check	15177	7/22/2020	333.25	Courier Northwest	
Supplier Payment	Check	15178	7/22/2020	4,460.89	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	15179	7/22/2020	3,054.40	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	15180	7/22/2020	81.30	Day Management Corp - Remit-To: Day Wireless - Milwaukee	
Supplier Payment	Check	15181	7/22/2020	379.40	Distinctive Landscape LLC	
Supplier Payment	Check	15182	7/22/2020	5,774.84	Eagle Newspaper Inc	
Supplier Payment	Check	15183	7/22/2020	5,406.20	Eric Thomas Lanciault	
Supplier Payment	Check	15184	7/22/2020	1,000.00	Flowing Solutions LLC	
Supplier Payment	Check	15185	7/22/2020	12,785.51	Gelco Supply Inc	
Supplier Payment	Check	15186	7/22/2020	80.59	Gordon Truck Centers	
Supplier Payment	Check	15187	7/22/2020	16,017.05	GVP Ventures Inc	
Supplier Payment	Check	15188	7/22/2020	74,458.80	Harris Communications, Inc	
Supplier Payment	Check	15189	7/22/2020	1,836.46	Herrera Environmental Consultants Inc	
Supplier Payment	Check	15190	7/22/2020	4,583.34	Hispanic Metropolitan Chamber	
Supplier Payment	Check	15191	7/22/2020	1,130.35	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	15192	7/22/2020	651.10	Interior Office Solutions	
Supplier Payment	Check	15193	7/22/2020	457.11	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	15194	7/22/2020	363.49	Janus Youth Programs Inc	
Supplier Payment	Check	15195	7/22/2020	2,000.00	JCI Jones Chemicals Inc	
Supplier Payment	Check	15196	7/22/2020	95,343.40	Jeffrey Barrar PS	
Supplier Payment	Check	15197	7/22/2020	11,645.00	Kennedy Jenks Consultants	
Supplier Payment	Check	15198	7/22/2020	23.36	Kronos Incorporated - Remit-To: Atlanta	
Supplier Payment	Check	15199	7/22/2020	7,165.24	Lasko Printing Specialties Inc	
Supplier Payment	Check	15200	7/22/2020	74,405.76	Leotek Electronics USA LLC - Remit-To: Leotek - City of Industry	
Supplier Payment	Check	15201	7/22/2020	675.66	Lifeline Connections	
Supplier Payment	Check	15202	7/22/2020	33,000.00	Lillian Copenagle	
Supplier Payment	Check	15203	7/22/2020	1,523.55	Linguava Interpreters Inc	
Supplier Payment	Check	15204	7/22/2020	1,422.18	Loomis Armored US LLC - Remit-To: Loomis - Palatine	
Supplier Payment	Check	15205	7/22/2020	1,230.34	Mini Mix Concrete Inc	
Supplier Payment	Check	15206	7/22/2020	303.74	Mobes Business Forms	
Supplier Payment	Check	15207	7/22/2020	738.08	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	15208	7/22/2020	1,166.22	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	15209	7/22/2020	8,008.59	Oldcastle Precast Inc	
Supplier Payment	Check	15210	7/22/2020	1,600.00	Pacific Outdoor Advertising LLC	
Supplier Payment	Check	15211	7/22/2020	5,045.00	Pitney Bowes Inc	
Supplier Payment	Check	15212	7/22/2020	5,621.38	PPC Solutions Inc	
Supplier Payment	Check	15213	7/22/2020	637.39	Projects NW LLC	
Supplier Payment	Check	15214	7/22/2020	1,680.58	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	Check	15215	7/22/2020	67,679.69	Share Inc	

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Supplier Payment	Check	15216	7/22/2020	21,307.56	Sierra-Cedar Inc - Remit-To: Sierra-Ceder Inc. / Atlanta	
Supplier Payment	Check	15217	7/22/2020	19,095.00	Southwest Washington Humane Society	
Supplier Payment	Check	15218	7/22/2020	11,196.90	State of Washington Auditor's Office	
Supplier Payment	Check	15219	7/22/2020	9,461.39	State of Washington Department of Licensing - Remit-To: DOL - Motor Carriers Unit	
Supplier Payment	Check	15220	7/22/2020	94.85	Triple J Enterprises	
Supplier Payment	Check	15221	7/22/2020	372.69	United Parcel Service	
Supplier Payment	Check	15222	7/22/2020	1,748.55	United States Department of Agriculture - Remit-To: USDA APHIS - St Louis	
Supplier Payment	Check	15223	7/22/2020	4,707.23	Univar Solutions USA Inc - Remit-To: Supplier	
Supplier Payment	Check	15224	7/22/2020	26.00	Univar Solutions USA Inc	
Supplier Payment	Check	15225	7/22/2020	72,737.39	Vancouver Aire LLC	
Supplier Payment	Check	15226	7/22/2020	5,485.04	Vancouver Housing Authority	
Supplier Payment	Check	15227	7/22/2020	1,194.14	Wagsys LLC	
Supplier Payment	Check	15228	7/22/2020	245.00	Walter E Nelson Company	
Supplier Payment	Check	15229	7/22/2020	885.16	Washington State Criminal Justice Training Commission - Remit-To: Criminal Justice Training Commission - Olympia	
Supplier Payment	Check	15230	7/22/2020	2,241.84	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	15231	7/22/2020	1,958.58	Western Equipment Distributors - Remit-To: Western Equipment - Los Angeles	
Supplier Payment	Check	15232	7/22/2020	13,081.10	WW Grainger Inc	
Supplier Payment	Check	15233	7/22/2020	54,149.00	YOLO Washington LLC	
Supplier Payment	Check	15234	7/22/2020	979.00	Angelo Property CO., LP	
Supplier Payment	Check	15235	7/22/2020	9,785.79	Broadway Investors LLC	
Supplier Payment	Check	15236	7/22/2020	399,301.94	Brown & Wilson Partnership LLC	
Supplier Payment	Check	15237	7/22/2020	8,696.13	Clark Public Utility District No. 1	
Supplier Payment	Check	15238	7/22/2020	500.00	Esther Short Commons LLP	
Supplier Payment	Check	15239	7/22/2020	4,365.34	Nagra & Atwal Corporation	
Supplier Payment	Check	15240	7/22/2020	96,400.00	National Park Service	
Supplier Payment	Check	15241	7/22/2020	2,829.00	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	15242	7/22/2020	83,647.83	State of Washington Department of Licensing - Remit-To: DOL - Motor Carriers Unit	
Supplier Payment	Check	15243	7/22/2020	210.00	State of Washington Department of Revenue	
Supplier Payment	Check	15244	7/24/2020	8,676.38	Triangle Resources Inc	
Supplier Payment	Check	15245	7/24/2020	5,231.18	Aflac	
Supplier Payment	Check	15246	7/24/2020	1,150.00	AFSCME Local #307	
Supplier Payment	Check	15247	7/24/2020	22,190.51	Chapter 13 - Trustee	
Supplier Payment	Check	15248	7/24/2020	682.50	IAFF Local #452	
Supplier Payment	Check	15249	7/24/2020	8,628.69	IAM Local #1374	
Supplier Payment	Check	15250	7/24/2020	575.00	Life Insurance Company of North America	
Supplier Payment	Check	15251	7/24/2020	4,222.85	MFS Service Center Inc	
Supplier Payment	Check	15252	7/24/2020	576.00	OPEIU Local #11	
Supplier Payment	Check	15253	7/24/2020	332.50	Teamsters Local #58	
Supplier Payment	Check	15254	7/24/2020	886.97	UA Local #290	
Supplier Payment	Check	15255	7/24/2020	824.45	United Way of the Columbia Willamette	
Supplier Payment	Check	15256	7/24/2020	11,273.05	Vancouver Command Guild	
Supplier Payment	Check	15256	7/24/2020	11,273.05	Vancouver Police Officer Guild	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	15257	7/24/2020	2,238.60	Western Conference of Teamsters	
Supplier Payment	Check	15258	7/24/2020	1,154.40	Western Metal Industry Pension Plan	
			SUBTOTAL	5,425,993.18		
Hansen			7/28/2020	33,046.95	City Payments	Posted 07-21-20 to 07-27-20
			SUBTOTAL	33,046.95		
Visa			7/28/2020	0.00	Miscellaneous	Parks Class Refunds - FCC 07-21-20 to 07-27-20
Visa			7/28/2020	0.00	Miscellaneous	Parks Class Refunds - MCC 07-21-20 to 07-27-20
Visa			7/28/2020	0.00	Miscellaneous	Parks Class Refunds - Special Events 07-21-20 to 07-27-20
Visa			7/28/2020	0.00	Miscellaneous	Parks Class Refunds - WREC 07-21-20 to 07-27-20
			SUBTOTAL	0.00		
			TOTAL	5,459,040.13		

City of Vancouver
Payroll Council Report
July 21, 2020 - July 27, 2020

Check No.	Date	Explanation	Amount
2624 - 2626	07/24/20	14 2020 Payroll	\$ 7,958.09
63214 - 65070	07/24/20	14 2020 Direct Deposits	\$ 2,749,161.56

\$ 2,757,119.65

Multifamily Tax Exemption

- Residences at Arnada



August 3, 2020
Vancouver City Council
Public Hearing

Peggy Sheehan-Programs Manager

Presentation Overview

- Multifamily Tax Exemption (MFTE) Program overview
- Proposed project
- Next steps and timeline

Exemption Options

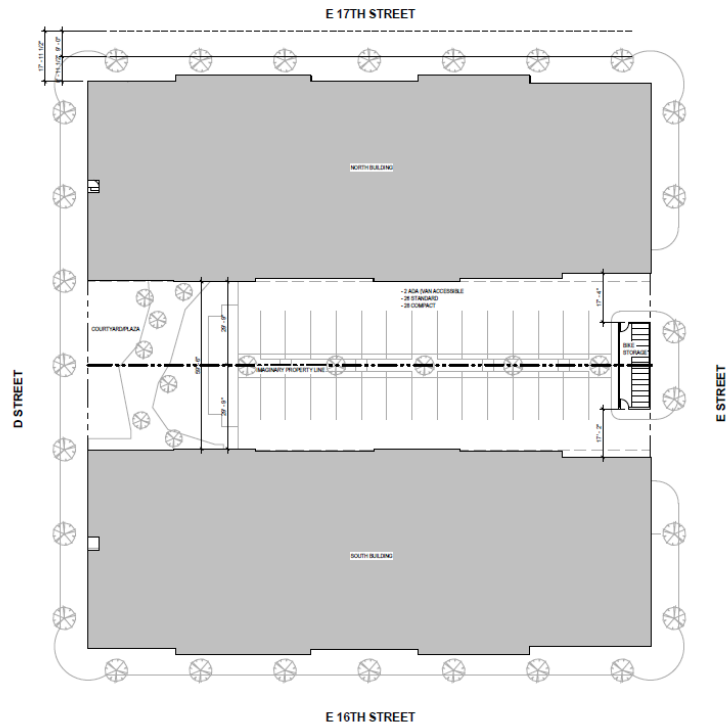
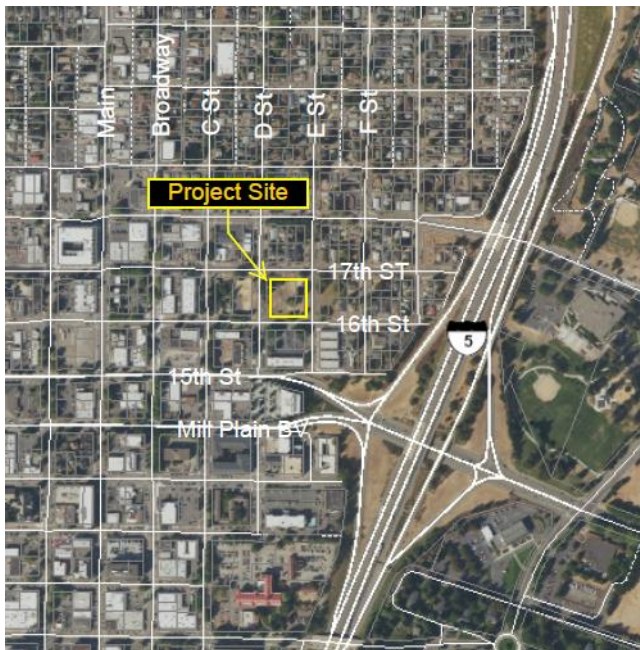
8 years	• Market-rate properties with approved Development Agreement
8 years	• Properties with 20% of units for tenants earning up to 100% AMI
 10 years	• Properties with 20% of units for tenants earning up to 80% AMI
12 years	• Properties with 20% of units for tenants earning up to 60% AMI

MFTE Project Pipeline

35 exemption requests to date /31 projects approved

- Current status:
 - 4 out of exemption period
 - 16 currently renting
 - 10 under construction or pending permit review
 - 2 under initial review
 - 3 withdrawn
 - 1 expired
- Total of 2,496 approved units including 547 income restricted

Proposed Project – Residences at Arnada



Multi-Family Tax Exemption - 5

Proposed Project – Residences at Arnada

Developer: Palindrome LLC

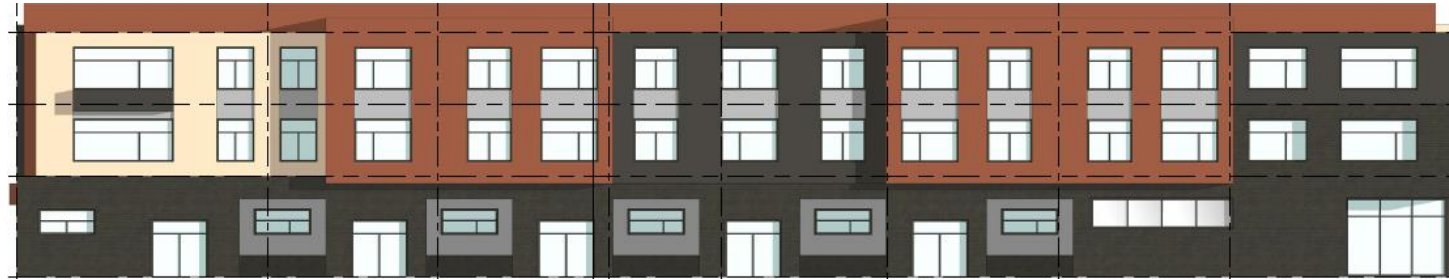
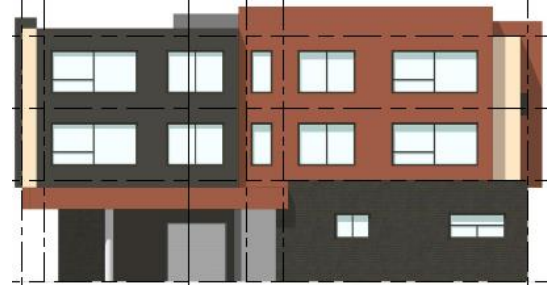
Project location: 1660 E Street

Requested exemption: 10 year exemption with 20% of units affordable at 80% AMI



Project Overview- Residences at Arnada

- 2 buildings (3 and 4 story)
- 86,000 sq. ft.
- 83 units (17 rent restricted)
- Studios, 1-BD, 2-BD, and 3-BD units
- 56 Parking Spaces



Unit Mix and Monthly Rent-

Type	Units	Unit Size	Rent	% AMI
Studio*	4	496	\$806	50%
Studio	4	496	\$1,290	80%
1 Bed / 1 Ba*	8	938	\$863	50%
1 Bed / 1 Ba	14	938	\$1,382	80%
1 Bed / 1 Ba	14	938	\$1,600	MAR
2 Bed / 1 Ba*	5	1087	\$1,382	50%

* 17 affordable units

Unit Mix and Monthly Rent-

Type	Units	Unit Size	Rent	% AMI
2 Bed / 2 Ba	7	1087	\$1,600	80%
2 Bed / 2 Ba	15	1087	\$2,200	MAR
3 Bed / 2 Ba	1	1300	\$2,500	MAR
1 Bed / 1 Ba	9	809	\$1,600	MAR/LW
2 Bed / 2 Ba	2	1087	\$2,200	MAR/LW

* 17 affordable units

Tax Summary- If developed under exemption

If exemption granted and project developed:	Total – all taxing districts	City of Vancouver
Net Present value of future tax revenue** (20 year)	\$2,675,000	\$892,000
Net present value of “foregone” tax revenue	(\$841,000)	(\$254,000)
NET PRESENT 20 YEAR BENEFIT	\$1,834,000	\$576,000

Questions

Peggy Sheehan-Programs Manager

360-487-7952

Peggy.sheehan@cityofvancouver.us

Staff Report 094-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/3/2020

SUBJECT Multifamily Tax Exemption: Residences at Arnada

Key Points

- The Multifamily Tax Exemption Program (VMC 3.22) is designed as an incentive for developers to build new private multi-family development in targeted areas of the City.
- The requested exemption facilitates an estimated \$22.3 million in new construction for an 83 unit project in the downtown area that may not occur otherwise. This amount does not include any indirect employment associated with construction.
- The exemption accelerates a project that will be on the tax rolls for decades beyond the end of the 10-year exemption period.
- The exemption is for 10 years. Following the exemption period, the project will return to the tax rolls at the then assessed value as if it were new construction.
- The project will include 20% of the units (17) as affordable to households at 80% AMI.
- Over the 20 year period following construction, the project – with the exemption - will generate nearly \$2.67 million in taxes benefiting all taxing districts (ports, schools, county, city, etc.) and a total of \$892,000 for the City of Vancouver.

Strategic Plan Alignment

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents.

Goal 8, Objective 8.1: Make downtown Vancouver a vibrant destination for the community and the region.

Goal 8, Objective 8.2: Strengthen neighborhood business districts.

Present Situation

The general intent of the City's multi-family tax exemption ordinance is to encourage development that provides places to live closer to employment, shopping, entertainment and transit services and encourage affordable housing opportunities. An application for multi-family tax exemption under VMC 3.22 has been submitted for the following project:

The Residences at Arnada Apartments:

The proposed project is located within the Vancouver City Center Vision (VCCV) district which is an eligible target area designated through the multi-family tax exemption ordinance. The site is a whole city block between E.16th and E.17th Streets and between D and E Streets. The project site previously had single-family residences but those structures have been removed and the site has been vacant since at least 2018.

The project will provide 83 new multifamily units (17 affordable) in the VCCV district. The affordable units will be for households at or below 80% of the average median income for a period of ten years.

The project will consist of one three-story building and one four-story building with a total of 86,000 sq. ft. of floor area and 56 parking spaces. Unit types are studio (496 sq. ft.) through 3 bedroom (1,300 sq. ft.).

If exemption granted :	All taxing districts	City of Vancouver
Net Present value of future tax revenue (20 year)	\$2,675,000	\$892,000

Net present value of "foregone" tax revenue	(-\$841,000)	(-254000)
NET PRESENT 20 YEAR BENEFIT	\$1,834,000	\$576,000

City Council has approved Affordable Housing Fund awards for this project totaling \$850,000. The awards include \$500,000 approved in October 2017 and \$350,000 approved in February 2019. In addition to multi-family tax exemption affordability requirements the Affordable Housing Fund will require that 12 units will be restricted to households earning up to 50% AMI throughout the its 20-year affordability period.

The project has been presented to the CCRA development sub-committee on June 11, 2020, and the full board meeting on June 18, 2020. No objections or conditions were made at the meeting.

Advantage(s)

1. Adds 83 new multifamily units in the VCCV subarea district.
2. Adds 17 income restricted units for households earning 80% or less of the area median income for the next 10 years.
3. Project will add taxable property value (Site is currently vacant and not taxable as the current owner, Vancouver Housing Authority, is exempt).

Disadvantage(s)

City will forgo an estimated \$254,000 in taxable building value during 10 year exemption period.

Budget Impact

City will forgo an estimated \$254,000 in taxable building value during 10 year exemption period.

Prior Council Review

- Amendments to Affordable Housing Fund Administration and Financial Plan and Approval of 2017 Allocation Plan (Oct. 2, 2017)
- Approval of 2018-2019 Affordable Housing Fund awards (Feb. 4, 2019)
- Amendments to Affordable Housing Fund Administration and Financial Plan and Approval of 2020 Allocation Plan (Workshop- May 18, 2020)
- Amendments to Affordable Housing Fund Administration and Financial Plan and Approval of 2020 Allocation Plan (Public Hearing- June 1, 2020)

Action Requested

On Monday, August 3, 2020, following a public hearing, adopt a resolution approving an agreement with Palindrome LLC and authorizing the City Manager or designee execute a multi-family housing limited property tax exemption agreement.

Peggy Sheehan, Community Development Programs Manager, 487-7952

ATTACHMENTS:

- ▢ Resolution
- ▢ Residences at Arnada MFTE Agreement
- ▢ Presentation
- ▢ Residences at Arnada Memo

08/03/20

RESOLUTION NO. M-_____

A RESOLUTION of the City Council of the City of Vancouver approving an agreement with Palindrome LLC for a 10 year property tax exemption for the property located at 1660 E Street (Tax Lot 40790000) in Vancouver, Washington, as specifically described in Exhibit A.

WHEREAS, the City of Vancouver desires to stimulate new construction of multi-family housing in specifically designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage development densities supportive of tenant use, and

WHEREAS, the City is interested in promoting new housing in the downtown Vancouver Central City Vision residential target area in the City of Vancouver; and

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

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

WHEREAS, Palindrome LLC (Applicant) is interested in receiving a limited property tax exemption for constructing units of new multi-family residential housing within the Fourth Plain residential target area identified in Chapter 3.22 VMC; and,

RESOLUTION - 1

WHEREAS, the Applicant has submitted to the City a complete application for the City's limited tax exemption program outlining the proposed development of new multi-family residential housing to be constructed on property located at 1660 E Street (Tax Lot 40790000) (Property); and

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Agreement attached hereto as Exhibit B between Palindrome LLC and the City of Vancouver, a Washington Municipal Corporation, is approved.

Section 2. The City Manager of the City of Vancouver or his designee is authorized to execute the attached Exhibit B.

ADOPTED at a regular session of the Vancouver City Council this 3rd day of August, 2020.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, Acting City Attorney

RESOLUTION - 2

MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2020, by and between Palindrome Communities, LLC (hereinafter referred to as “Applicant”), and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City desires to stimulate new construction of multi-family housing in certain designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use, and

WHEREAS, the City is interested in promoting new housing in the Downtown VCCV area of the City of Vancouver, and

WHEREAS, the City has, pursuant to authority granted to it under the Revised Code of Washington (RCW), designated Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing, and

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

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

WHEREAS, the Applicant has submitted to the City a complete application for the City’s limited tax exemption program (the “Application”) outlining the proposed development of new multi-family residential housing (“Development”) for a 10 year exemption to be constructed on property located at 1660 E Street more specifically described on Exhibit A attached hereto (“Property”), and

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

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

1. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
2. The Applicant agrees to construct on the Property multi-family residential housing as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this agreement. In no event shall such construction provide fewer than eighty three (83) new permanent multi-family residential units.
3. The Applicant commits to renting at least twenty percent of the multi-family housing units (17 units) as affordable housing units to low and moderate-income households whose adjusted income is at or below eighty percent of the median family income adjusted for family size as reported by the United States Department of Housing and Urban Development as defined at RCW 84.14.010. The applicant agrees that the property must satisfy that commitment and any additional affordability and income eligibility conditions contained in Chapter 3.22 VMC for the duration of the tax exemption.
4. The Applicant agrees to complete construction of the agreed upon improvements within three years from the of Council approval of this agreement, or within any extension thereof granted by the City.
5. The Applicant agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Community Development ("Director") the following:
 - (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - (b) A description of the completed work and a statement of qualifications for the exemption;
 - (c) A statement that the project meets the affordable housing requirements as described in RCW 84.14.020 including a statement committing to renting or selling at least twenty percent of the multifamily housing units as affordable housing units to low and moderate-income households; and
 - (d) A statement that the work was completed within the required three-year period or any authorized extension.
6. The City agrees, conditioned on the Applicant's successful completion of the improvements in accordance with the terms of this Agreement and on the Applicant's filing of the materials described in Paragraph 5 above, to

file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor within ten (10) days.

7. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for the duration of the exemption, to file a notarized declaration with the Director indicating the following:
 - (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
 - (b) A certification that the property continues to be in compliance with this Agreement, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption;
 - (d) The total monthly rent for each unit;
 - (e) Documentation of the income of each renter household at the time of initial occupancy; and
 - (f) Documentation showing that twenty percent of the units were rented as affordable housing units to low and moderate-income households as defined at RCW 84.14.010 and VMC 3.22.
8. The applicant agrees to maintain the property including all improvements in compliance with all applicable City codes and requirements.
9. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 7 or to maintain adequate records may result in the tax exemption being canceled.
10. If the Applicant converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Applicant shall notify the Clark County Assessor and Treasurer and the Director within 60 days of such change in use.
11. The Applicant agrees to notify the Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Agreement.
12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14; The Applicant shall have the right to appeal such cancellation pursuant to VMC 3.22.040(N).

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.
14. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.
15. Applicant agrees that this Agreement is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

City Of Vancouver

Palindrome Communities, LLC

Eric Holmes, City Manager

Individual Name / Title

Attest:

Natasha Ramas, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Exhibit A
Legal Description

Tax Lot 40790000

All of Block 77 of the CITY OF VANCOUVER plat (commonly known as EAST VANCOUVER) according to the plat thereof, recorded in Book D of Plats, Page 20, records of Clark County Washington.

Multifamily Tax Exemption

- Residences at Arnada



August 3, 2020
Vancouver City Council
Public Hearing

Peggy Sheehan-Programs Manager

Presentation Overview

- Multifamily Tax Exemption (MFTE) Program overview
- Proposed project
- Next steps and timeline

Exemption Options

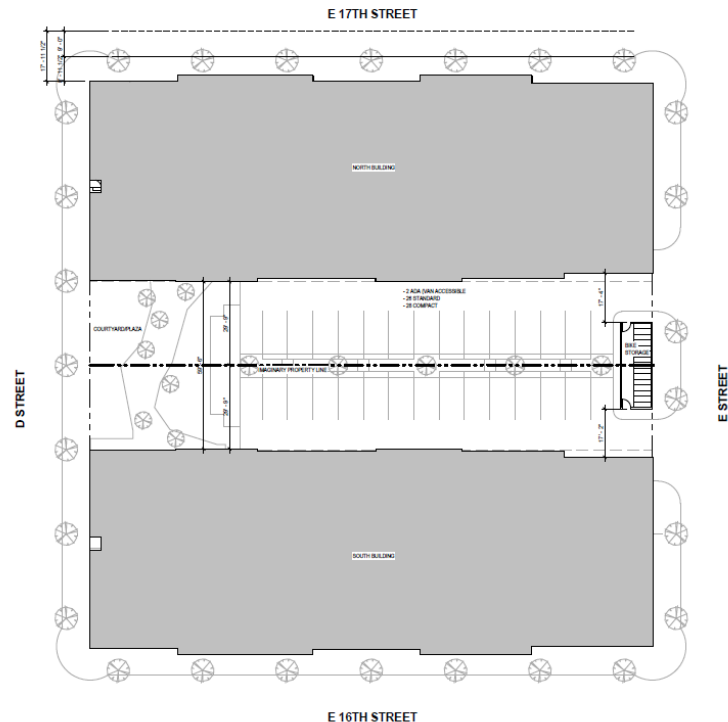
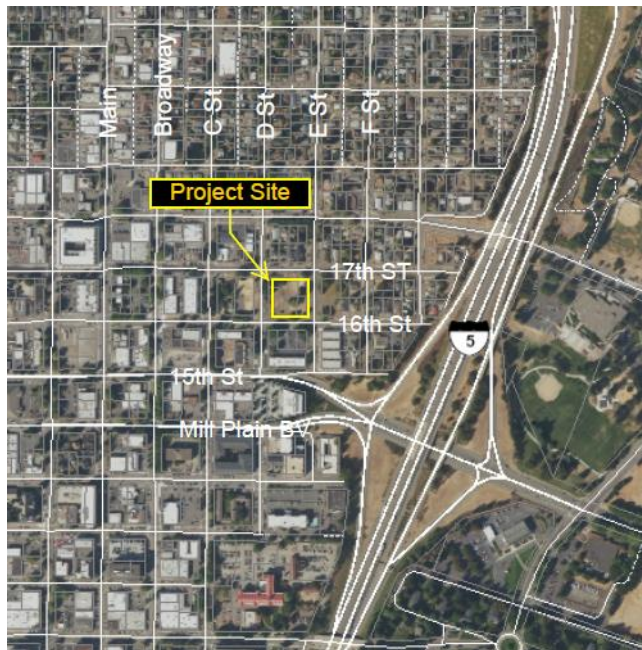
8 years	• Market-rate properties with approved Development Agreement
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MFTE Project Pipeline

35 exemption requests to date /31 projects approved

- Current status:
 - 4 out of exemption period
 - 16 currently renting
 - 10 under construction or pending permit review
 - 2 under initial review
 - 3 withdrawn
 - 1 expired
- Total of 2,496 approved units including 547 income restricted

Proposed Project – Residences at Arnada



Proposed Project – Residences at Arnada

Developer: Palindrome LLC

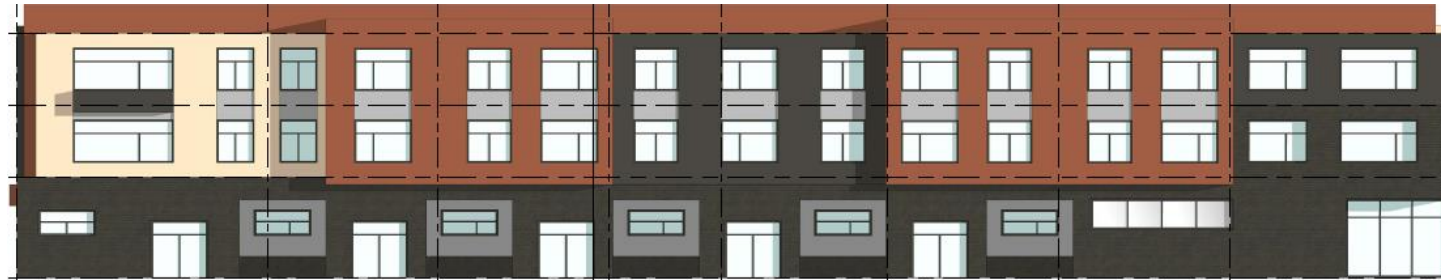
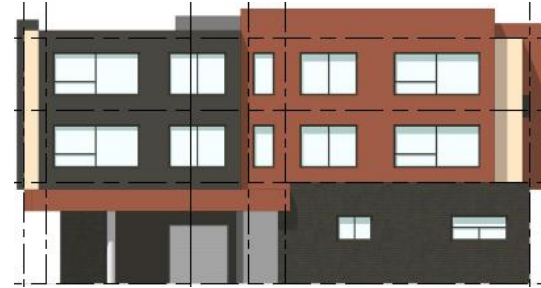
Project location: 1660 E Street

Requested exemption: 10 year exemption with 20% of units affordable at 80% AMI



Project Overview- Residences at Arnada

- 2 buildings (3 and 4 story)
- 86,000 sq. ft.
- 83 units (17 rent restricted)
- Studios, 1-BD, 2-BD, and 3-BD units
- 56 Parking Spaces



Unit Mix and Monthly Rent-

Type	Units	Unit Size	Rent	% AMI
Studio*	4	496	\$806	50%
Studio	4	496	\$1,290	80%
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* 17 affordable units

Unit Mix and Monthly Rent-

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2 Bed / 2 Ba	7	1087	\$1,600	80%
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3 Bed / 2 Ba	1	1300	\$2,500	MAR
1 Bed / 1 Ba	9	809	\$1,600	MAR/LW
2 Bed / 2 Ba	2	1087	\$2,200	MAR/LW

* 17 affordable units

Tax Summary- If developed under exemption

If exemption granted and project developed:	Total – all taxing districts	City of Vancouver
Net Present value of future tax revenue** (20 year)	\$2,675,000	\$892,000
Net present value of “foregone” tax revenue	(\$841,000)	(\$254,000)
NET PRESENT 20 YEAR BENEFIT	\$1,834,000	\$576,000



**Estimated discounted present value of construction sales tax, utility tax and property tax over 20 years
Multi-Family Tax Exemption - 10

Questions

Peggy Sheehan-Programs Manager

360-487-7952

Peggy.sheehan@cityofvancouver.us

DATE: June 29, 2020

TO: Mayor and City Council

CC: Eric Holmes, City Manager

FROM: Peggy Sheehan, Programs Manager

RE: **Multifamily Tax Exemption Project- Residences at Arnada**

Purpose

Brief Council on a Multifamily Tax Exemption project named Residences at Arnada Apartments prior to August 3, 2020 public hearing.

Background

In 2016 the City of Vancouver adopted a multifamily tax exemption program to stimulate new construction of multi-family housing in specifically designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage development densities supportive of tenant use. To date 31 projects have been approved for tax exemptions. If all projects develop as proposed this ordinance will have fostered 2,496 new residential units including 547 affordable income restricted units.

The project site is located in the Vancouver City Center Vision District at 1660 E Street just north of Mill Plain Boulevard. The site is zoned City Center (CX). The project site was once eight smaller tax lots that previously contained single family structures. Most of the structures were demolished in 2010. The last building demolished was in 2018.

City Council has also previously approved Affordable Housing Fund awards for this project totaling \$850,000. The awards include \$500,000 approved in October 2017 and \$350,000 approved in February 2019. Per the Affordable Housing Fund guidelines, 12 units will be restricted to households earning up to 50% AMI throughout the 20-year affordability period.

Current Proposal

Palindrome LLC is requesting a multifamily tax exemption for a 2 building apartment complex containing 83 units (17 affordable) and 56 surface parking spaces. The buildings will be 3 and 4 story.

The applicant is requesting a 10 year exemption where 20% of units are reserved for tenants earning up to 80% area median income. The HUD 80% area median income for a family of 4 in the Portland/Vancouver MSA is \$70,300 (2019). Limiting that income amount to 30% for housing costs, the maximum monthly affordable rent would be \$1,758 per month. Unit types will include studios (496 s.f.) starting at \$806 per month through 3 bedroom units (1,300 s.f.) at \$2,500 per month.

Unit types will include studios (496 s.f.) starting at \$806 per month through 3 bedroom units (1,300 s.f.) at \$2,500 per month.

Rent restricted units include:

4 studio units (493 s.f.) at \$806 per month

8 1-bed/1 bath units (938 s.f.) at \$863 per month

5 2-bed/1 bath units (1,087 s.f.) at \$1,382 per month

The estimated development cost is \$22.3 million.

There are no estimated 2019 taxes for the property as the Vancouver Housing Authority has exempt status.

Over 20 years (with the exemption) the project is estimated to generate nearly \$2.67 million in taxes benefitting all taxing districts (ports, county, city, etc.) with \$2.06 million specifically generated for the City of Vancouver.

Potentially foregone revenue during the exemption is estimated at \$841 thousand for all taxing districts and \$254 thousand specifically for Vancouver. Without the proposed development and exemption the site might remain vacant foregoing the higher developed site tax revenues as well as affordable residential housing units. Following the exemption period the project will return to the tax rolls at full taxable value.

Next Steps

- On August 3, 2020 conduct Public Hearing to consider resolution on allowing the proposed exemption.

Staff Contact

Peggy Sheehan- Programs Manager

360-487-7952

peggy.sheehan@cityofvancouver.us



To request other formats, please contact:

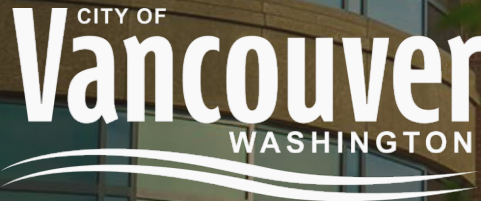
Amanda Delapena

(360) 487-8605 | WA Relay: 711

amanda.delapena@cityofvancouver.us

Port of Vancouver Terminal 1 Development Agreement

VANCOUVER
CITY HALL



August 3, 2020

Vancouver City Council Public Hearing

Jason Nortz, Development Review Manager

Tyler Clary, Engineering Program Manager

Background

- VMC 14.04.235 allows the utilization of water and sewer SDC credits on new developments where there has been an existing or prior use of water and sewer
- The transfer of SDC credits from one parcel to another must be approved by City Council.
- June 2017: City Council approved the master planned development for the Port of Vancouver Terminal 1 development on the waterfront.

Key Points

- Purpose of the Development Agreement is:
 - To establish the total credits available for water and sewer System Development Charges (SDCs)
 - To facilitate the distribution of total credits available for the Port's Terminal 1 properties
 - To provide the Port and City official record of how SDC credits will be allocated for future development

Key Points

- In order to facilitate development of the proposed AC Hotel by Marriott, the Port is requesting that the credits from prior uses on other parcels they own at Terminal 1 be allocated to the hotel parcel through this development agreement.
- The combined available Water SDC Credits total \$136,880.00 and the combined available Sewer SDC Credits total \$402,780.00.

Key Points

- Port of Vancouver intends to allocate \$35,400 in credits for water and \$225,365.00 in sewer credits for the AC Hotel as part of this agreement
- Remaining credits shall be made available as needed to developers on any of the properties owned by the Port of Vancouver until such credits are fully allocated

Next Steps/Timeline

- July 27 - Briefing memo provided to Council summarizing Development Agreement key points.
- August 3 – Public Hearing. Approve resolution approving Development Agreement.

Questions and Discussion

- Jason Nortz, Development Review Division Manager
- 360-487-7844; Email: Jason.nortz@cityofvancouver.us
- Tyler Clary, Engineering Program Manager
- 360-487-7169; Email: Tyler.clary@cityofvancouver.us



Staff Report 095-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/3/2020

SUBJECT Port of Vancouver Terminal One Development Agreement

Key Points

- System Development Charges (SDCs) help offset the impacts of new development on City sewer and water system infrastructure. When a business or property owner pays SDCs, they effectively reimburse the City for unused infrastructure capacity and/or pay the City to make necessary improvements that increase infrastructure capacity.
- Where redevelopment occurs on sites that were connected to City water and sewer, the Vancouver Municipal Code (VMC) allows for the new development to receive "credit" toward future water and sewer SDCs based on the estimated usage of water and sewer systems by the previous uses.
- According to the VMC, such credits may only be assigned to development that is on the same parcel of land as the use that generated the credits, primarily for tracking purposes.
- The Port of Vancouver owns several parcels of land at Terminal 1 (former Red Lion Hotel) which will be redeveloped separately, and also has SDC credits from several different uses that may be applied to future development.
- In order to facilitate development of the proposed AC Hotel by Marriott on one of the parcels, the Port is requesting that the credits from prior uses on other parcels they own at Terminal 1 be allocated to the hotel parcel through this development agreement.
- The Port would also like to utilize the remaining SDC credits on other parcels throughout Terminal 1.
- The development agreement would provide both the Port and City an official record of how the SDC credits will be allocated for future development.

Strategic Plan Alignment

Objective 7.1: Support redevelopment of the Columbia River waterfront

Action 7.1.1: Adopt infrastructure improvements, tax incentives, and other tools to stimulate redevelopment of Vancouver's urban waterfront

Present Situation

VMC 14.04.235 allows the utilization of water and sewer SDC credits on new developments where there has been an existing or prior use of water and sewer, but limits the ability to apply those SDC credits to the parcel of previous use. The transfer of SDC credits from one parcel to another must be approved by City Council.

The general purpose of this Development Agreement is to establish the total credits available for water and sewer SDCs relating to existing and prior utility services and to facilitate the distribution of the SDC credits from individual Terminal 1 properties across all properties within Terminal 1.

The Port of Vancouver USA (The Port) is the owner of property legally described as set forth in the attached Development Agreement. The Port entered into a long term lease with Vesta Hospitality, operating as T- 1 Hotel LLC and currently developing the site with the AC Hotel by Marriot. Vesta Hospitality entered into a long-term ground lease with the Port in December 2018 to develop the property with a hotel.

In the Ground Lease, the Port agreed to assist Vesta Hospitality in obtaining the benefit from any potential credits for City system development charges from prior land uses on the Property including a 160-room hotel with a restaurant and meeting space and an office building of approximately 4,187sf. As of this date, the hotel (formerly known as the Red Lion) has been shut down and partially demolished, the office building has been demolished and the restaurant is planned to be shut down and demolished in the near term.

Vesta Hospitality is currently in the process of securing permits from the City for the construction of the 150-room AC Hotel by Marriot on the former hotel site consistent with the Conceptual Master Plan approved in 2017 by the City Council.

The City has calculated that the prior use of the office building located at 110 Columbia Street (Lot 3) served by a 2-inch water meter has available Water SDC Credits of \$18,880 and Sewer SDC Credits of \$21,920. The City has also calculated that the prior use of the hotel building and current use of the restaurant and meeting space components located at 100 Columbia Street (Lots 4, 5, & 6) served by a 6-inch water meter has available Water SDC Credits of \$118,000.00 and Sewer SDC Credits of \$380,860.00. The combined available Water SDC Credits total \$136,880.00 and the combined available Sewer SDC Credits total \$402,780.00. The Parties agree that the Water SDC Credits of \$136,880.00 and the Sewer SDC Credits of \$402,780.00 shall be made available as needed to developers on any of the properties owned by the Port of Vancouver USA known as Terminal 1 until such credits are fully allocated. It is the intent of the Port of Vancouver to allocate \$35,400 in credits for water and \$225,365.00 in sewer credits to Vesta Hospitality, operating as T-1 Hotel LLC as part of this agreement.

Entering into this Development Agreement will govern the amount of SDC credits available and will facilitate the distribution of SDC credits between parcels.

Advantage(s)

1. Allows the Port to determine the most appropriate allocation of the overall SDC credits to future development at Terminal One, regardless of the parcel;
2. Facilitates the construction of the first project in the Port's redevelopment master plan;
3. Provides an official record of the transfer of available credits to the hotel parcel to avoid any

confusion over available credits in the future.

Disadvantage(s)

None

Budget Impact

No budget impacts

Prior Council Review

Briefing memo to City Council dated July 27, 2020

Action Requested

On Monday, August 3, 2020, following a public hearing and subject to public testimony received, adopt a resolution to approve the requested development agreement and authorize the City Manager to sign said agreement.

Chad Eiken, Community and Economic Development Director, 487-7882; Jason Nortz, Development Review Manager, 487-7844

ATTACHMENTS:

- ▣ Development Agreement
- ▣ Resolution
- ▣ Site Plan

TO BE RECORDED

RETURN ADDRESS

City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

Grantor	Port of Vancouver USA, a Washington municipal corporation
Grantee	City of Vancouver, Washington
Address	333, 255, 211, & N/A W. Columbia Way, Vancouver, WA 98660
Legal Description	Lot 3, 4, 5, & 6 of Port of Vancouver Terminal 1 Short Plat, recorded December 12, 2018 in Book 4 of Short Plats, at Page 171, records of Clark County Washington
Accessor's Tax Parcel Nos.	986049313, 48843000, 986049314, 986049315

DEVELOPMENT AGREEMENT

Effective Date: August 3, 2020

Parties: **Port of Vancouver USA,**
A Washington Municipal Corporation
(the "Land Owner")

The City of Vancouver,
A Washington municipal corporation
(The "City")

Recitals:

- A. Land Owner is the owner of property legally described as set forth in Exhibit A (the "Property").
- B. Lot 3 Lessee entered into a long-term ground lease (Ground Lease) with the Land Owner in December 2018 for a property legally described as set forth in Exhibit B (the "Hotel Property").
- C. In the Ground Lease, the Land Owner agreed to assist the Lot 3 Lessee to obtain the benefit from any potential credits for City system development charges from prior land uses on the Property including a 160-room hotel with a restaurant and meeting space and an office building of approximately 4,187sf. As of this date, the hotel has been shut down and partially demolished, the office building has been demolished and the restaurant is planned to be shut down and demolished in the near term.
- D. Lot 3 Lessee is currently in the process of securing permits from the City for the construction of a 150-room hotel on the Hotel Property consistent with the Conceptual Master Plan approved in 2017 by the city council.
- E. The Parties desire to enter into this Development Agreement to govern the amount of system development charge credits available and how credits for system development charges will be allocated.

NOW, THEREFORE, the parties agree as follows:

Development Agreement – Page 1 of 6

1. **Purpose.** The general purpose of this Development Agreement is to establish the total credits available for water and sewer System Development Charges ("SDC") relating to existing and prior infrastructure servicing existing and prior uses on the Property and to establish how such credits will be made available for the benefit of future development projects or phases on the Property.
2. **Available Credit.** The City has calculated that the prior use of the office building located at 110 Columbia Street (Lot 3) served by a 2" water meter has available Water SDC Credits of \$18,880 and Sewer SDC Credits of \$21,920. The City has also calculated that the prior use of the hotel building and current use of the restaurant and meeting space components located at 100 Columbia Street (Lots 4, 5, & 6) served by a 6" water meter has available Water SDC Credits of \$118,000.00 and Sewer SDC Credits of \$380,860.00. The combined available Water SDC Credits total \$136,880.00 and the combined available Sewer SDC Credits total \$402,780.00.
3. **Allocation of Credit.** The Parties agree that the Water SDC Credits of \$136,880.00 and the Sewer SDC Credits of \$402,780.00 shall be made available as needed to developers on any of the properties owned by the Port of Vancouver USA known as Terminal 1 until such credits are fully allocated. It is the intent of the Port of Vancouver to allocate \$35,400 in credits for water and \$225,365.00 in sewer credits to Vesta Hospitality, operating as T-1 Hotel LLC as part of this agreement.
4. **Remaining Credits:** Pursuant to this agreement, the remaining SDC credits for water of \$101,480.00 and the remaining SDC credits for sewer of \$177,415.00 as of the date of this Development Agreement will be held in a reserve for use by the Port of Vancouver USA to be used at the discretion of the port with any other developments on the port owned properties known as Terminal 1. Until such time that the restaurant ceases operation and the 6" water meter that serves this facility is abandoned, Water SDC Credits in the amount of \$18,880 and Sewer SDC Credits in the amount of \$68,500 shall be held back and unavailable for use.
5. **Run with the Land.** This Development Agreement shall run with the land owned by the Port of Vancouver USA known as Terminal 1, and be binding on the parties' successors and assigns. This Development Agreement shall be recorded with the Clark County Auditor and be binding on the parties' successors and assigns.
6. **Term.** The term of this Development Agreement shall expire on December 31, 2030.
7. **Public Hearing.** The Vancouver City Council has approved execution of this Development Agreement by resolution after public hearing.

Dated this _____ day of _____, 2020.

CITY OF VANCOUVER,
A Washington municipal Corporation

Eric Holmes, City Manager

Attest:

City Clerk

Approved as to form:

Jonathan Young, City Attorney

PORT OF VANCOUVER USA,

By: _____
Julianna Marler, CEO

APPROVED AS TO FORM:

Schwabe, Williamson & Wyatt, P.C.

By: _____
Alicia L. Lowe, Port General Counsel

STATE OF WASHINGTON)

County of Clark) ss.

On this day personally appeared before me ERIC HOLMES, City Manager of the CITY OF VANCOUVER, and to me known to be the individual that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said CITY OF VANCOUVER for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument on behalf of the CITY OF VANCOUVER.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2020.

Print Name Here: _____
NOTARY PUBLIC in and for the State of _____, residing in _____
My Commission Expires: _____

STATE OF WASHINGTON)

) ss.

County of Clark)

On this day personally appeared before me JULIANNA MARLER, Chief Executive Officer of the PORT OF VANCOUVER USA, and to me known to be the individual that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said PORT OF VANCOUVER USA for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument on behalf of the PORT OF VANCOUVER USA.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2020.

Print Name Here: _____
NOTARY PUBLIC in and for the State of _____
_____, residing in _____
My Commission Expires: _____

STATE OF WASHINGTON)

) ss.

County of Clark)

On this day personally appeared before me Richard E. Takach, Jr., the Manager of T1 HOTEL, LLC, and to me known to be the individual that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said T1 HOTEL, LLC for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute the said instrument on behalf of T1 HOTEL, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2020.

Print Name Here: _____
NOTARY PUBLIC in and for the State of _____
_____, residing in _____
My Commission Expires: _____

EXHIBIT "A"
The "Property"

For APN/Parcel ID(s): 986049313, 48843000, 986049314, & 986049315

Lot 3, 4, 5 & 6 of the Port of Vancouver Terminal 1 Short Plat recorded December 12, 2018 in Book 4 of Short Plats, Page 171, and under Auditor's File No. 5570604, records of Clark County, Washington, being a portion of the Southwest quarter of Section 27, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

EXHIBIT "B"
The "Hotel Property"

For APN/Parcel ID(s): 986049313

Lot 3 of the Port of Vancouver Terminal 1 Short Plat recorded December 12, 2018 in Book 4 of Short Plats, Page 171, and under Auditor's File No. 5570604, records of Clark County, Washington, being a portion of the Southwest quarter of Section 27, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

8/3/2020

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION relating to the approval of a development agreement pursuant to RCW Chapter 36.70B; establishing an official record of how the System Development Charges (SDC) credits held by the Port of Vancouver USA will be allocated for future development at Terminal 1; authorizing the City Manager to execute a development agreement; and providing for an effective date.

WHEREAS, pursuant to RCW 36.70B.170, a city may enter into a development agreement for real property within its jurisdiction; and

WHEREAS, System Development Charges (SDCs) help offset the impacts of new development on city sewer and water system infrastructure. When a business or property owner pays SDCs, they effectively reimburse the City for unused infrastructure capacity and/or pay the City to make necessary improvements that increase infrastructure capacity; and

WHEREAS, where redevelopment occurs on sites that were connected to city water and sewer, the Vancouver Municipal Code (VMC) allows for the new development to receive "credit" toward future water and sewer SDCs based on the estimated usage of water and sewer systems by the previous uses; and

WHEREAS, pursuant to the VMC, such credits may only be assigned to development that is on the same parcel of land as the use that generated the credits, primarily for tracking purposes; and

RESOLUTION - 1

WHEREAS, the Port of Vancouver owns several parcels of land at Terminal 1 (former Red Lion Hotel) which will be redeveloped separately, and also has SDC credits from several different uses that may be applied to future development; and

WHEREAS, in order to help facilitate development of the proposed AC Hotel by Marriott on one of the parcels, the Port is requesting that the credits from prior uses on other parcels they own at Terminal 1 be allocated to the hotel parcel through this development agreement; and

WHEREAS, the Port would also like to utilize the remaining SDC credits on other parcels throughout Terminal 1; and

WHEREAS, it is in the mutual interest of the City and the Port of Vancouver USA to enter into an agreement respecting the development of the property to ensure that the objectives set forth within VMC 20.620.010 are met; and

WHEREAS, a public hearing was duly noticed and held by the City Council on Monday, August 3, 2020, regarding the approval of the attached development agreement;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The forgoing recitals and accompanying Staff Report (SR ____ -20) are hereby adopted as the legislative findings of the City Council.

Section 2. Effective immediately, the City Council, in accordance with RCW 36.70B.200, hereby authorizes the City Manager to execute on behalf of the City, a development agreement in the form attached hereto as Exhibit "A".

DATED this _____, of _____, 2020.

RESOLUTION - 2

Anne McEnery-Ogle, Mayor

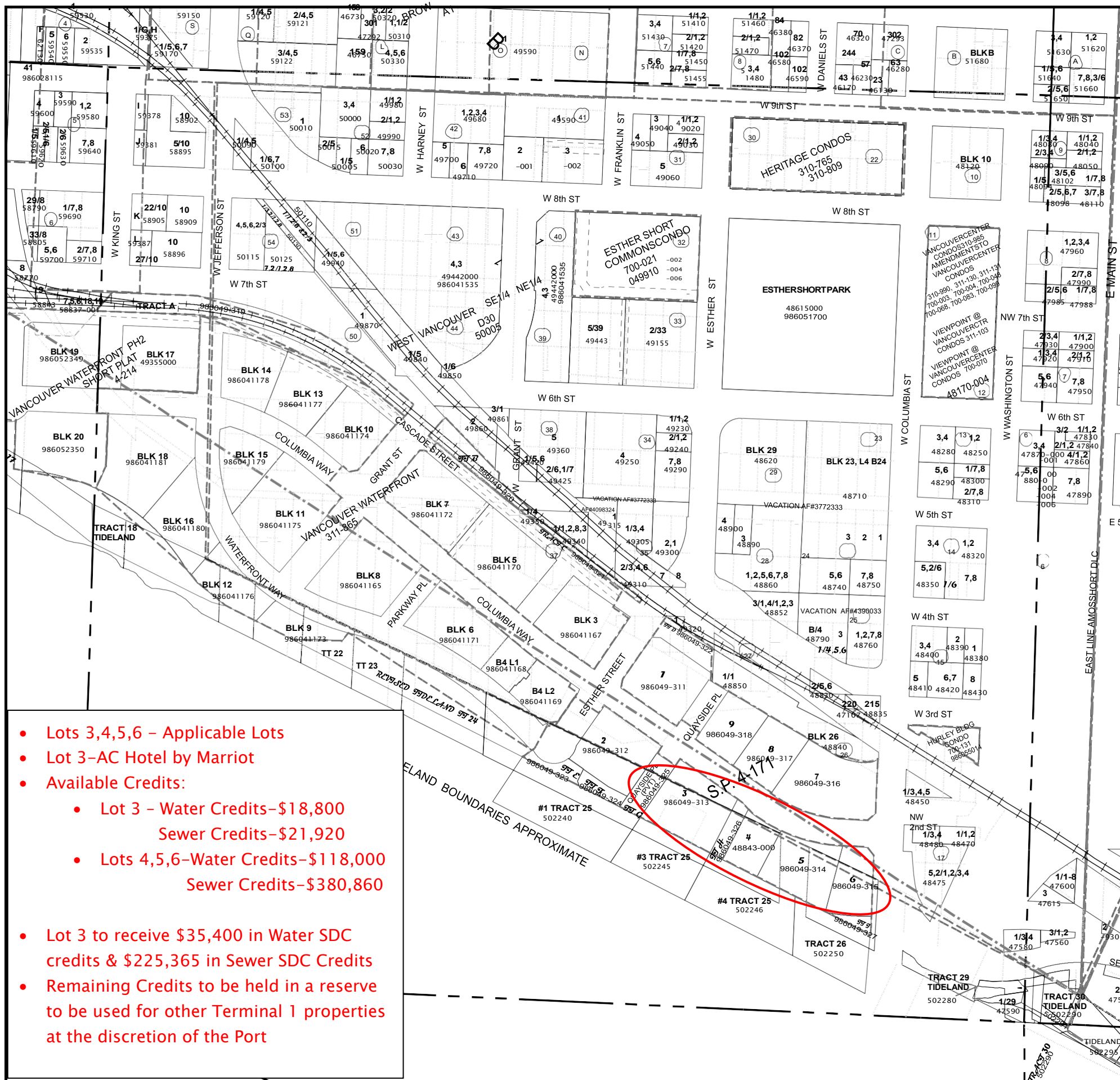
Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

RESOLUTION - 3



- Lots 3,4,5,6 – Applicable Lots
- Lot 3-AC Hotel by Marriot
- Available Credits:
 - Lot 3 – Water Credits-\$18,800
Sewer Credits-\$21,920
 - Lots 4,5,6-Water Credits-\$118,000
Sewer Credits-\$380,860
- Lot 3 to receive \$35,400 in Water SDC credits & \$225,365 in Sewer SDC Credits
- Remaining Credits to be held in a reserve to be used for other Terminal 1 properties at the discretion of the Port

Presbytery of the Cascades Annexation

VANCOUVER
CITY HALL

CITY OF
Vancouver
WASHINGTON

August 3, 2020
Vancouver City Council
Public Hearing

Bryan Monroe, Associate Planner
Rebecca Kennedy, Long Range
Planning Manager

Presentation Overview

- Overview of annexation process
- Annexation details
 - Geographic Area
 - Comp Plan / Zoning designations
 - Assumption of Debt
- Next Steps

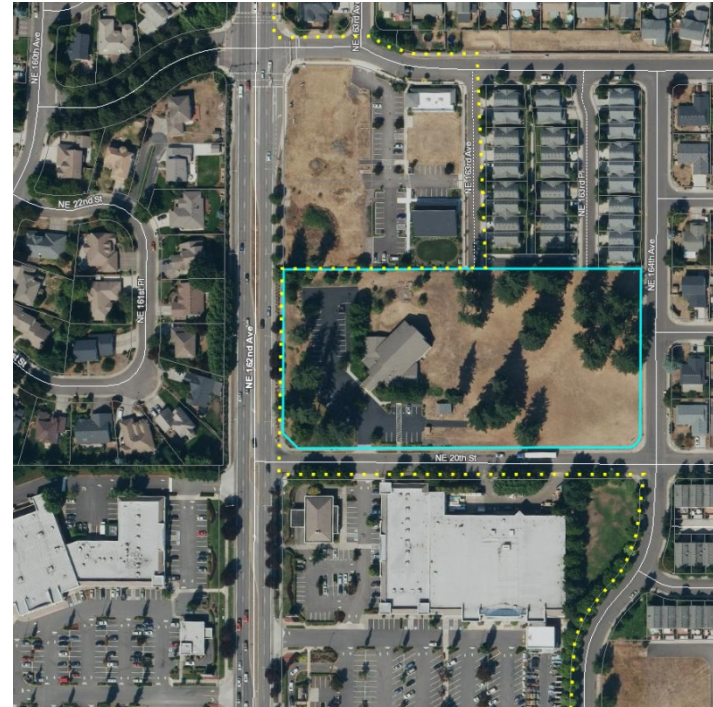
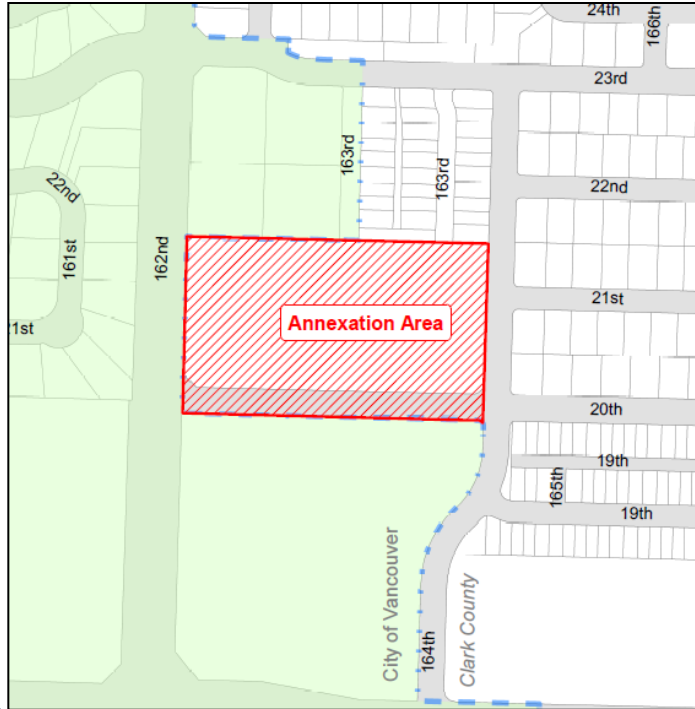
Annexation Process Steps

- City received a notice of intent to annex Presbytery of the Cascades property
- The City used the Petition Method of annexation for a property owner initiated application.
- City Council adopted resolution on November 4, 2019 accepting:
 - Geographic Boundary Limits
 - Comprehensive Plan and Zoning designations
 - Indebtedness to pass on to annexing land owners.

Annexation Process cont.

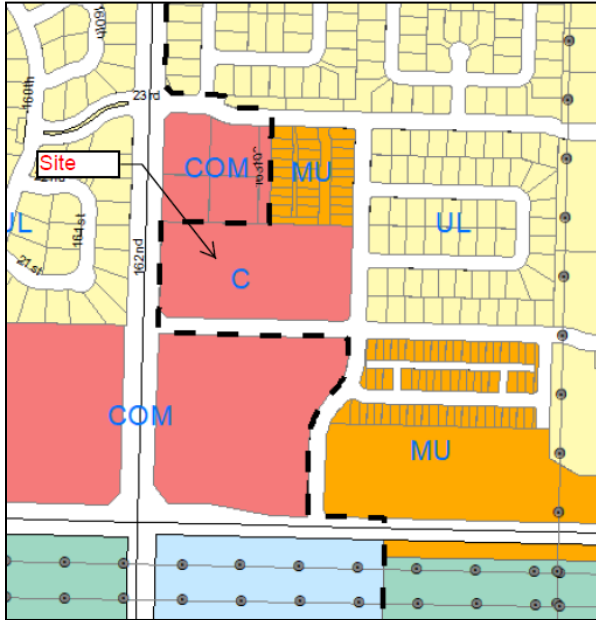
- March, 10 2020, Planning Commission recommends approval of Comp Plan and zone changes.
- June 15, 2020 Council approved proposed Comp Plan and zone changes.
- June 22, 2020 Certification of annexation petition (Clark County Assessors office)
- July 20, 2020 public hearing on annexation ordinance.

Annexation Area



Comprehensive Plan Designations

County: Current Comp Plan Designation

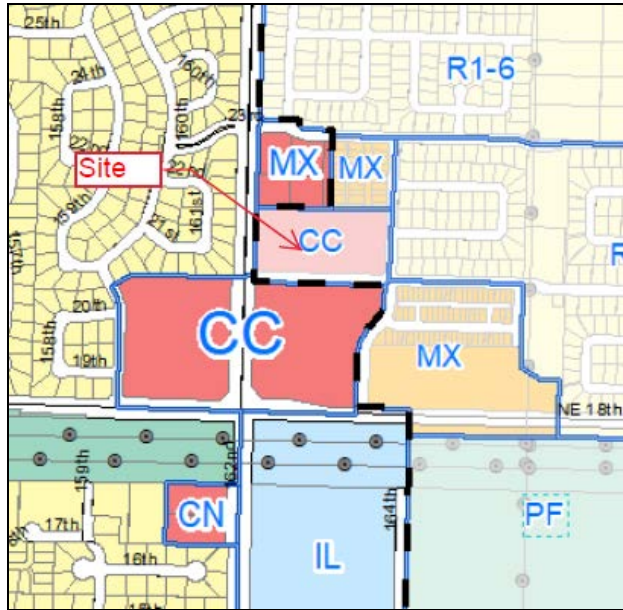


City: Proposed Comp Plan Designation

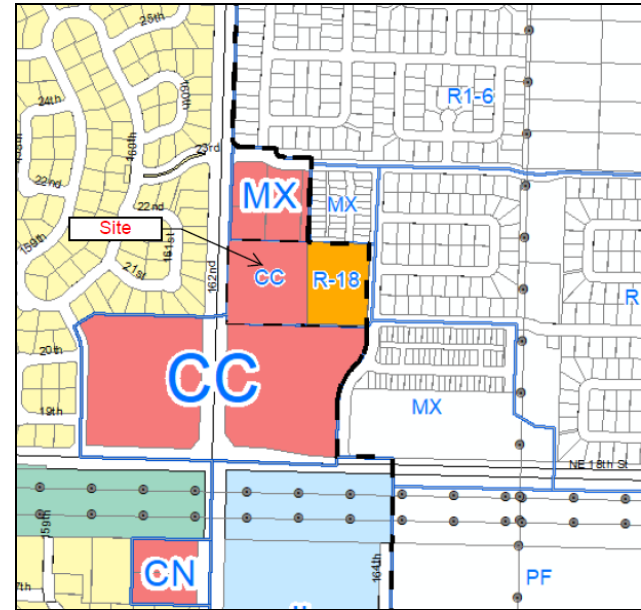


Zoning Designations

County: Current Zoning Designation



City: Proposed Zoning Designation

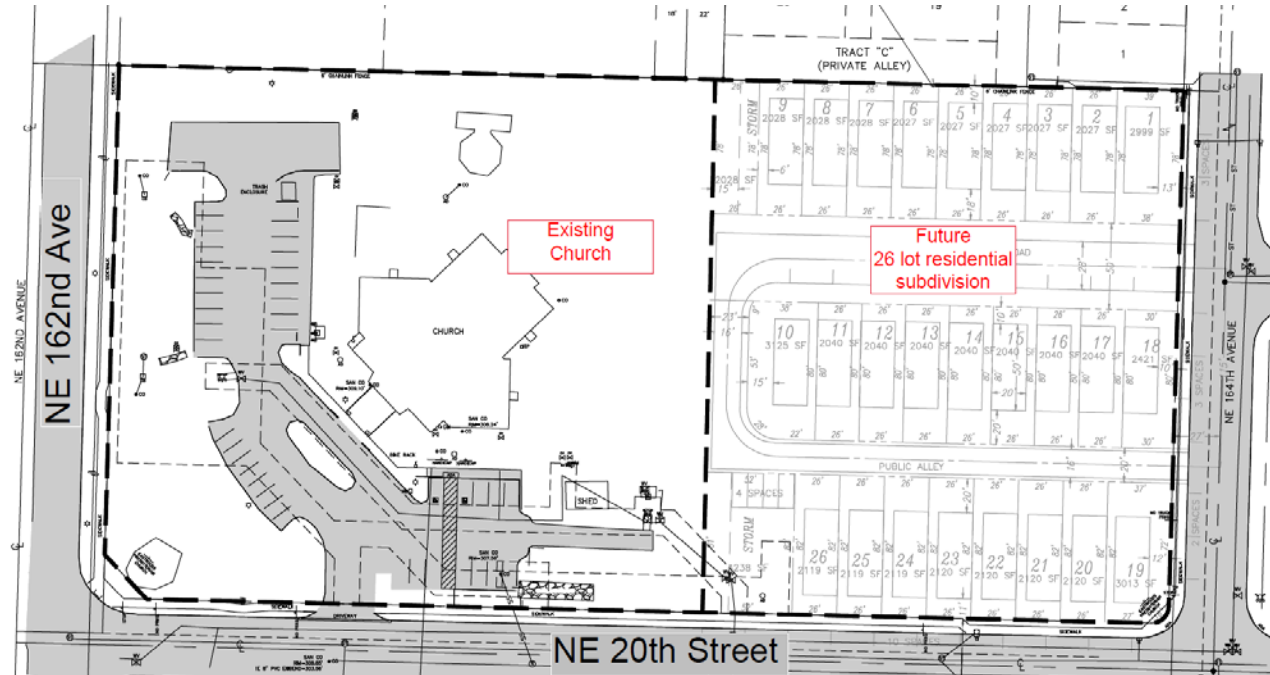


Assumption of Debt

- There is currently no existing City debt to be passed on to the annexed area.

Future Development

- Existing church to remain
- Future 26 lot residential subdivision



Next Steps

- Final hearing for Annexation Ordinance
- Notice of annexation sent to property owner
- Notice of annexation sent to Washington Office of Financial Management

Questions and Discussion

VANCOUVER
CITY HALL



Bryan Monroe, Associate Planner
bryan.monroe@cityofvancouver.us

Rebecca Kennedy, Long Range Planning Manager
Rebecca.Kennedy@cityofvancouver.us

www.cityofvancouver.us/annexation



Staff Report 076A-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/3/2020

SUBJECT Presbytery of the Cascades Annexation

Key Points

- Single owner request to annex into the City of Vancouver.
- Site is approximately 4.4 acres located at the NE corner of NE 162nd Avenue and NE 20th Street.
- Applicant requested a change of the Comprehensive Plan and zoning designation for the eastern 2 acres of the property for a proposed 26 lot residential development.
- Public hearing opened on July 20, 2020, continued to August 3, 2020.

Strategic Plan Alignment

Goal 1: Ensure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest.

Goal 1, Objective 1.1: Develop and maintain a safe, balanced and innovative transportation system that will meet the needs of future generations.

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

City staff has received a notice of intent to annex from a singular property owner. The Presbytery of the Cascades church is located at 16210 NE 20th Street (at 162nd Ave). The site is 4.4 acres in size. The site is currently served by City water, sewer, stormwater and fire (FD5) services. With the annexation the City would also accept approximately 620 linear feet of right-of-way in NE 20th Street from 162nd Avenue to 164th Ave. With the current owner being a nonprofit entity the property is currently exempt from property tax. Surrounding uses include both residential and commercial uses.

The current County Comprehensive Plan designation is Commercial (C) with a zoning designation of Community Commercial (CC). The applicant requested a change on the eastern two acres of the site to a City Comprehensive Plan designation of Urban High (UH) density and an R-18 zoning designation. On June 15, 2020 City Council approved these requested changes.

Council held first reading of the annexation ordinance on July 6, 2020, and set a public hearing for July 20, 2020, at that time. Due to scheduling conflicts, staff requested the public hearing be continued and is requesting final approval of the ordinance following another duly advertised hearing on Monday, August 3, 2020.

Advantage(s)

1. Supports request of property owner annexation request.
2. Annexes into the City an area where the City is already providing fire, water and sewer services.
3. Ensures future development will conform to City development standards.

Disadvantage(s)

None.

Budget Impact

None.

Prior Council Review

- Memorandum to Council October 9, 2019 regarding annexation details and processing guidelines.
- Public meeting November 4, 2019 adopting Resolution M-4044 allowing annexation to proceed.
- Memorandum to Council April 9, 2020 regarding the Comprehensive Plan and zone designation changes.
- Public hearing June 15, 2020 adopting Ordinance M-4300 to change the Comprehensive Plan and zone designation upon annexation.
- First reading of annexation ordinance on July 6, 2020.
- Second reading and public hearing opened on July 20, 2020.

Action Requested

On Monday, August 3, 2020, subject to public hearing, approve ordinance.

Bryan Monroe, Associate Planner, 487-7958

ATTACHMENTS:

- ▢ Ordinance
- ▢ Exhibits A-D

07/06/2020
07/20/2020
08/03/2020

ORDINANCE NO. _____

AN ORDINANCE relating to approval of an annexation pursuant to RCW 35.13.125; establishing the geographic extent, defining the comprehensive plan and land use designations, and determining the assumption of all or any portion of existing city indebtedness; accepting the certified petition supporting annexation; and providing for an effective date for the Presbytery of the Cascades annexation.

WHEREAS, pursuant to RCW 35.13.005, no city located in a county in which urban growth areas have been designated under RCW 36.70A.110 may annex territory beyond an urban growth area; and,

WHEREAS, pursuant to RCW 36.70A, the City of Vancouver has an urban growth area designated under the Growth Management Act; and,

WHEREAS, the Presbytery of the Cascades annexation parcel is located within the urban growth area along the eastern city limit border north of NE 20th Street generally between NE 162nd Avenue and NE 164th Avenue.

WHEREAS, pursuant to RCW 35.13.125, the City of Vancouver received a signed annexation petition from property owners of at least 60% of the assessed value of land within the defined annexation area; and,

WHEREAS, pursuant to RCW 35.13.410 on November 4, 2019 Vancouver City Council met with the initiating party, considered public testimony, and voted to accept the annexation request; defined the geographic extent of the proposed annexation; allowed for consideration of an alternative comprehensive plan designation as provided for in VMC Chapter 20.230.030 C; and did not require assumption of all or any portion of the existing city indebtedness by the area to be annexed; and,

WHEREAS, pursuant to VMC Chapter 20.230.030 C on March 10, 2020 Vancouver Planning Commission recommended that City Council approve the applicant's alternative Comprehensive Plan designation and zone designations; and,

WHEREAS, pursuant to RCW 35.21.005, on June 22 , 2020, the Clark County Assessor certified that the signature represents property owner support from one hundred percent of the total assessed valuation of the proposed annexation area; and,

WHEREAS, pursuant to VMC Chapter 20.230.030 C on June 15, 2020 Vancouver City Council accepted the Planning Commission recommendation and voted to approve the applicant's alternative Comprehensive Plan and zone designation proposal.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Location of Annexation Area: Pursuant to RCW 35.13 the Presbytery of the Cascades annexation is located along the eastern border of the city north of NE 20th Street

generally between NE 162nd Avenue and NE 164th Avenue including the abutting right of way on NE 20th Street.

The legal description of such annexing land is set forth in Exhibit “A”, attached hereto and incorporated herein. A parcel map of such annexing land is set forth in Exhibit “B”, attached hereto and incorporated herein.

Section 2. Comprehensive Plan and Zoning Designations: Pursuant to VMC 20.230.030 C, and as discussed and voted on by City Council on June 15, 2020 (M-4300), the City shall designate the City comprehensive plan and zoning designations for the annexing land. Currently the land located in the Presbytery of the Cascades Annexation area has Clark County comprehensive plan designations of Commercial (COM), and zoning designation of Community Commercial (CC). Under Vancouver zoning per VMC Table 20.230.030-C, upon annexation the comprehensive plan designation for the parcel shall be split Urban High Density (UH) and Commercial (COM). Upon annexation the zoning designation shall be converted to R-18 and Community Commercial (CC) as set forth in Exhibits “C” and “D” attached hereto and incorporated herein.

Section 3. Comprehensive Plan and Zoning Maps: The comprehensive plan and zoning designations provided for in Section 2 shall, upon the designated effective date, be applied to the land being annexed, as shown on the maps attached hereto and incorporated herein as Exhibits “C” and “D”.

Section 4. Indebtedness: As decided by City Council on November 4, 2019, the City will not require the property owner within the annexation boundary to assume any existing city indebtedness.

Section 5. Signature Certification: Pursuant to RCW 35.21.005, the County Assessor issued a Certification of Sufficiency dated June 22, 2020 regarding the signature support for Presbytery of the Cascades annexation, as set forth in Exhibit “E”.

Section 6. Signature Acceptance: City Council hereby accepts the certified signatures supporting annexation of the Presbytery of the Cascades annexation.

Section 7. Annexation Approval: City Council hereby approves the Presbytery of the Cascades annexation as described herein.

Section 8. Effective Date: This ordinance shall become effective thirty (30) days following the date of final adoption.

Read first time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Signed this _____ day of _____, 2020.

Anne McEnemy-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Johnathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to approval of an annexation pursuant to RCW 35.13.125; establishing the geographic extent, defining the comprehensive plan and land use designations, and determining the assumption of all or any portion of existing city indebtedness; accepting the certified petition supporting annexation; and providing for an effective date for the Presbytery of the Cascades annexation thirty (30) days following the date of final adoption.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Exhibit A

Presbytery of the Cascades
Annexation

LEGAL DESCRIPTION Tax Lot 164362-000

A tract of land lying in the Southwest 1/4 of the Southeast 1/4 of Section 24, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington said tract being more particularly described as follows:

Commencing at the SW corner of the SE quarter of Section 24;

Thence North $1^{\circ} 40' 59''$ East, along the West line of said southeast quarter, 645.02 feet to a westerly projection of the North line of that tract conveyed by deed to Dale Haagen as recorded under Auditors File #8901030049;

Thence South $88^{\circ} 38' 00''$ East, along said westerly projection, 30 feet to the northwest corner of the additional right-of-way dedicated to Clark County per deed recorded under Auditors File # 9806230002, said point being on the current City Limits Line as described in City Ordinance number M-3277 (Cascade Park Annexation);

Thence South parallel with said NE 162nd Avenue centerline 33.50 feet to the True Point of Beginning, said point also being on the North line of the Peterkort Annexation as recorded in City of Vancouver Ordinance number M-3773;

Thence South $88^{\circ} 38' 00''$ East, along the South side of the NE 20th Street dedication deed recorded in Auditors File #9806230003, 529 feet, more or less, to a point on the SW corner of NE 20th Street dedicated in Clark County Plat Records Book J, Page 548;

Thence continuing South $88^{\circ} 38' 00''$ East 109.43 feet to a point of curvature;

Thence 15.76 feet along a 10 foot radius curve to the right with a delta angle of $90^{\circ} 18' 59''$;

Thence northerly to a point on the West right-of-way line of NE 164th Avenue and the North end of a 10.00 foot radius curve concave to the northwest with a delta angle of $89^{\circ} 41' 01''$ and a length of 15.65 feet, said point being 27 feet west of NE 164th Avenue centerline;

Thence continuing along said West right-of-way line of NE 164th Avenue 299.55 feet per Dedication Deed # 9806100352, to the Southeast corner of Lot 1, Plat of Mountain View Center Rowhomes recorded in Book 310, Page 929 records of Clark County, Washington;

Thence westerly along the South line of said plat to the Southeast corner of Lot 1, Plat Stein Estates Phase 4 recorded in Book 310, Page 799 records of Clark County, Washington, said point also being the Southeast corner of the Stein MX Annexation recorded in City of Vancouver Ordinance number M-3793;

Thence westerly along the South boundary of said plat 371.50 feet to a point 30 feet east of centerline of NE 162nd Avenue, also being the East line of the Cascade Park Annexation as described in City of Vancouver Ordinance M-3277;

Thence southerly 363.50 feet along said East line of the Cascade Park Annexation to the True Point of Beginning.

Contains 232,477 square feet more or less.



10-8-2019

Exhibit B: Annexation Boundary

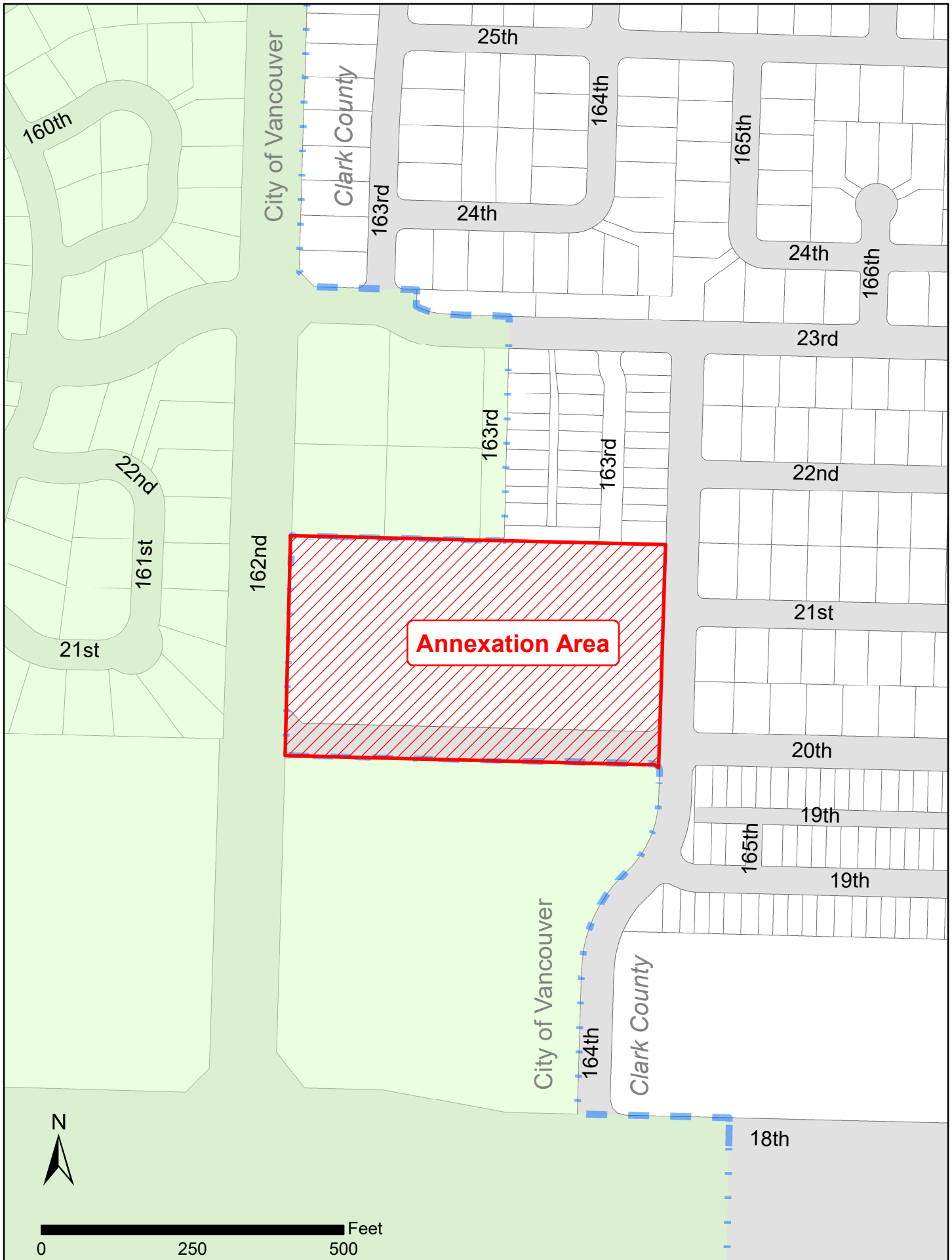
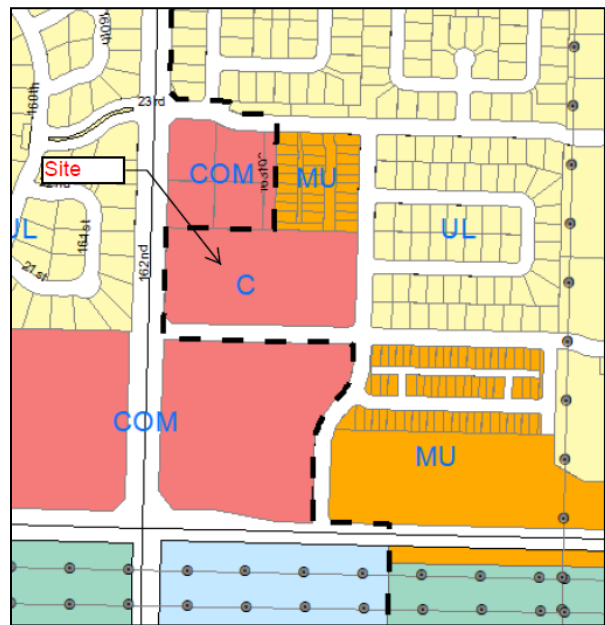


EXHIBIT C

Current County Comp Plan Designation



Proposed City Comp Plan Designation

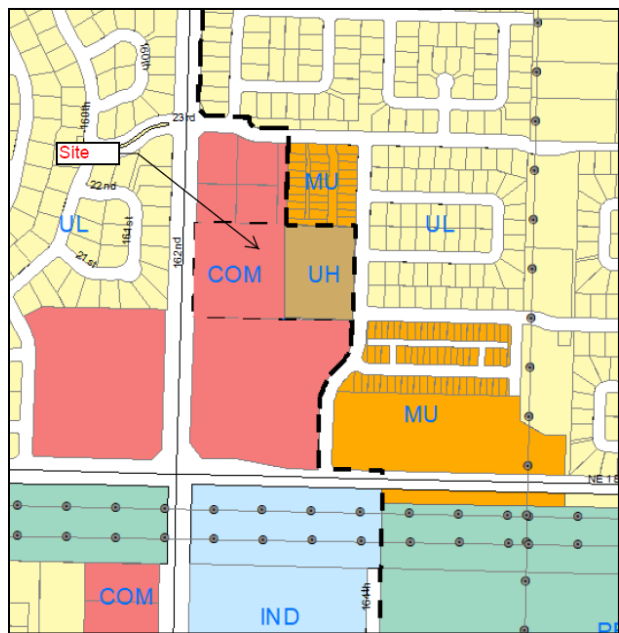
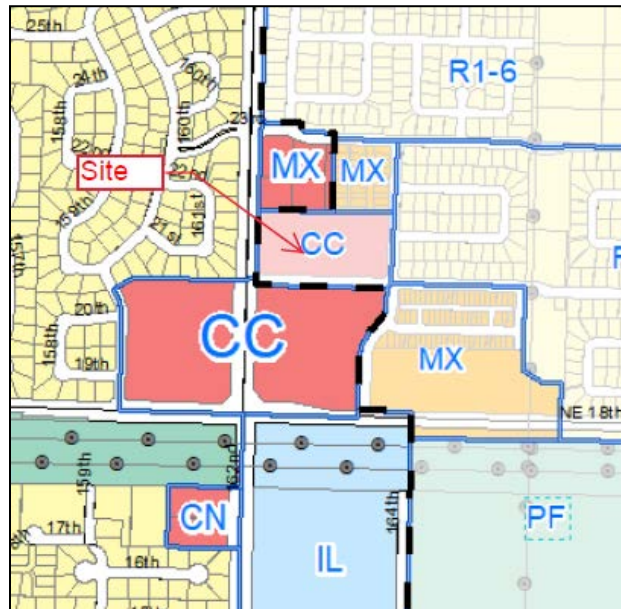


EXHIBIT D

Current County Zoning Designation is Community Commercial



Proposed City Zoning Designation is part Community Commercial and part R-18

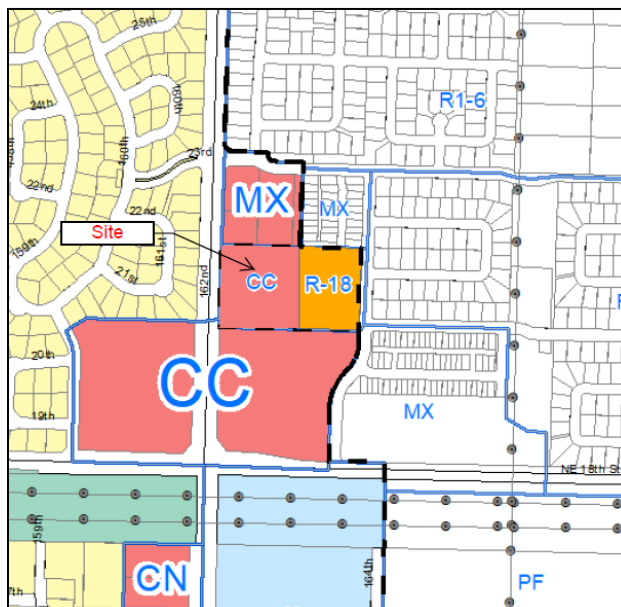


EXHIBIT E



CLARK COUNTY WASHINGTON

www.clark.wa.gov/assessor

ASSESSOR'S OFFICE

Peter Van Nortwick, Assessor

1300 Franklin Street
PO Box 5000
Vancouver, WA 98666-5000
360.397.2391
360.397.6046 f

June 22, 2020

City of Vancouver
Community and Economic Development Department - C/O: Bryan Monroe
415 W 6th Street
P O BOX 1995
Vancouver WA 98668

Dear Bryan Monroe,

You will find enclosed the Certification of Sufficiency of the petition for annexation of land to the City of Vancouver Presbytery of the Cascades annexation.

Please contact me should you have any questions regarding this annexation.

Sincerely,

A handwritten signature in black ink, which appears to read "Michael Fish". The signature is fluid and cursive, with a large, stylized "F" and "H".

Michael Fish
Clark County Chief Deputy Assessor

Enclosed:

Certification of Sufficiency
Annexation Legal Description
Annexation Map

Certification of Sufficiency
Presbytery of the Cascades

The City of Vancouver on June 15, 2020 submitted for review by Clark County Assessor, a Utility Service Covenant to annex to the City, approximately 5.33 acres of land known as the Presbytery of the Cascades Annexation. Subject to the requirements of 35.21.005 I now certify the following in my capacity as Clark County Assessor:

1. On June 15, 2020 the City of Vancouver submitted for certification by the Clark County Assessor a petition to annex to the City one parcel of land and associated road and public utility rights-of-way, totaling approximately 5.33 acres.
2. The legal description and map of the area proposed for annexation, as provided by the City, are attached to this certification. According to the map provided by the City, this area is in unincorporated Clark County and within the urban growth boundary.
3. The City is completing annexation pursuant to the sixty percent method of annexation RCW 35.13.125 – 170
4. The Clark County Assessor initiated determination of petition sufficiency on June 19, 2020 which is the “terminal date” as defined in 35.21.005
5. The area proposed for annexation has a certified annexation market value of \$3,357,690 at the time of the annexation and \$0.00 taxable value due to the exemption status of the church.
6. The Utility Service Covenant provided by the City meet the requirement for valid owner signatures of a combined total assessed value for general taxation of not less than 60% of the total assessed value for general taxation of all property in the proposed annexation area. This review did not address the legal sufficiency of any proxy or utility covenant, only the sufficiency of the presence of signatures thereon.

Therefore, based on the petition certification request and supporting materials submitted by the City, I hereby declare and certify that the petition represents the affirmative consent of properties totaling more than 60% of the value according to the assessed valuation for general taxation purposes of the property proposed for annexation.

Given under my hand and seal this June 22, 2020

A handwritten signature in black ink, appearing to read "Michael Fish", with a stylized flourish at the end.

Michael Fish
Clark County Chief Deputy Assessor



City of Vancouver

Clark County

Presbytery of the Cascades

LEGAL DESCRIPTION
Tax Lot 164362-000

A tract of land lying in the Southwest 1/4 of the Southeast 1/4 of Section 24, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington said tract being more particularly described as follows:

Commencing at the SW corner of the SE quarter of Section 24;

Thence North 1° 40' 59" East, along the West line of said southeast quarter, 645.02 feet to a westerly projection of the North line of that tract conveyed by deed to Dale Haagen as recorded under Auditors File #8901030049;

Thence South 88° 38' 00" East, along said westerly projection, 30 feet to the northwest corner of the additional right-of-way dedicated to Clark County per deed recorded under Auditors File # 9806230002, said point being on the current City Limits Line as described in City Ordinance number M-3277 (Cascade Park Annexation);

Thence South parallel with said NE 162nd Avenue centerline 33.50 feet to the True Point of Beginning, said point also being on the North line of the Peterkort Annexation as recorded in City of Vancouver Ordinance number M-3773;

Thence South 88° 38' 00" East, along the South side of the NE 20th Street dedication deed recorded in Auditors File #9806230003, 529 feet, more or less, to a point on the SW corner of NE 20th Street dedicated in Clark County Plat Records Book J, Page 548;

Thence continuing South 88° 38' 00" East 109.43 feet to a point of curvature;

Thence 15.76 feet along a 10 foot radius curve to the right with a delta angle of 90°18'59";

Thence northerly to a point on the West right-of-way line of NE 164th Avenue and the North end of a 10.00 foot radius curve concave to the northwest with a delta angle of 89°41'01" and a length of 15.65 feet, said point being 27 feet west of NE 164th Avenue centerline;

Thence continuing along said West right-of-way line of NE 164th Avenue 299.55 feet per Dedication Deed # 9806100352, to the Southeast corner of Lot 1, Plat of Mountain View Center Rowhomes recorded in Book 310, Page 929 records of Clark County, Washington;

Thence westerly along the South line of said plat to the Southeast corner of Lot 1, Plat Stein Estates Phase 4 recorded in Book 310, Page 799 records of Clark County, Washington, said point also being the Southeast corner of the Stein MX Annexation recorded in City of Vancouver Ordinance number M-3793;

Thence westerly along the South boundary of said plat 371.50 feet to a point 30 feet east of centerline of NE 162nd Avenue, also being the East line of the Cascade Park Annexation as described in City of Vancouver Ordinance M-3277;

Thence southerly 363.50 feet along said East line of the Cascade Park Annexation to the True Point of Beginning.

Contains 232,477 square feet more or less.



Exhibit F

NOTICE OF INTENT TO COMMENCE ANNEXATION PROCEEDINGS TO THE CITY OF VANCOUVER WASHINGTON

TO: Honorable Mayor Anne McEnerny-Ogle and City Council of Vancouver, Washington
P.O. Box 1995
Vancouver WA 98668

This is a Notice of Intent, submitted to the City Council of Vancouver, Washington, that states the undersigned property owner request that City Council commence annexation proceedings to annex certain property to the City of Vancouver.

This Notice of Intent is presented on behalf of the undersigned property owner who owns real property in the unincorporated Vancouver Urban Growth Area, which is adjacent and contiguous to the City of Vancouver, Washington, and which is legally described in **Exhibit A**. The parties to this Notice of Intent to commence annexation proceedings request annexation of parcels as shown on the map provided as **Exhibit B**. The area proposed to be annexed is approximately 4.71 acres in size. The undersigned owns more than ten percent of the assessed value of the total area as shown in the database provided as **Exhibit C**. This meets the requirements of RCW 35.13.125, the statute under which this Notice of Intent is filed. The City Council of the City of Vancouver, Washington, is hereby requested to proceed under RCW 35.13.125 and to schedule a public meeting to be held within sixty days after the filing of the Notice of Intent and to determine the following:

1. Whether the City of Vancouver will accept this proposed annexation as defined in **Exhibit A** and shown in **Exhibit B**; and,
2. Whether City of Vancouver shall require the simultaneous adoption of comprehensive plan and land use zoning designations; and,
3. Whether the City of Vancouver shall require the assumption of all or any portion of the existing City indebtedness by the area to be annexed.

The undersigned property owners hereby request the following:

1. That the City of Vancouver accept the proposed annexation as defined in **Exhibit A** and shown in **Exhibit B**; and,
2. That the City of Vancouver shall simultaneously adopt a new comprehensive plan (Urban Higher Density Residential) and land use zoning designation (R-18) for a portion of the property as provided for by VMC 20.230.030. C; and,
3. That the City of Vancouver shall not require the assumption of any portion of the existing City indebtedness by the area to be annexed.

Dated this 12th day of September 2019

Jeffrey S. Sievert
(Signature)

Jeffrey S. Sievert
(Print Name)

Oregon
STATE OF ~~WASHINGTON~~)
)
~~COUNTY OF CLARK~~)
Washington County

SS

I hereby certify that I know or have satisfactory evidence that Jeffrey S. Sievert
(Print Name)

signed this instrument, on oath stated that (she/he) is authorized to execute the instrument as a
President, Board of Trustees of The Presbytery of the Cascades
(Position/Title) (Name of Corporation)

and acknowledge it to be (her/his) free and voluntary act of such party for uses and purposes mentioned in the instrument.



Mirla Mendoza
(Signature of Notary)
Mirla Mendoza
(Print Name of Notary)

My Appointment Expires: Feb 16, 2023
Notary Public for the State of ~~Washington~~ Oregon

EXHIBIT B PARCEL MAP

Existing parcel map/configuration:



Proposed configuration at time of annexation:

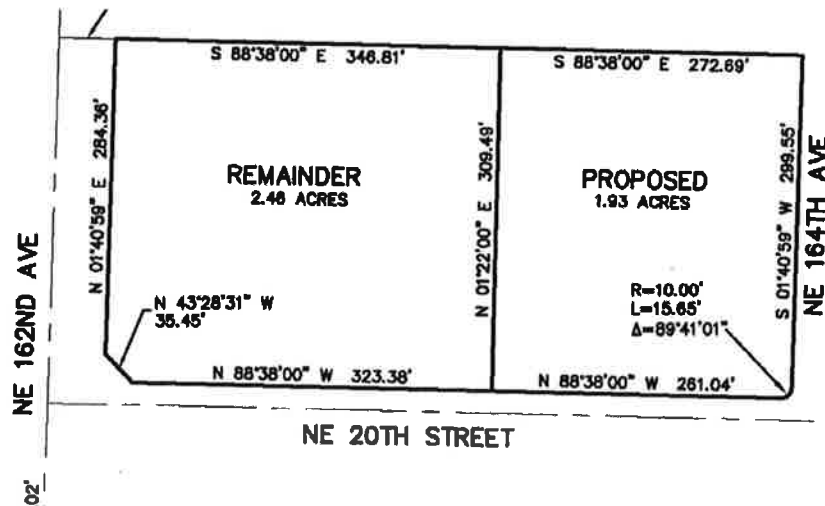


EXHIBIT A
LEGAL DESCRIPTION

A portion of the Southeast quarter of Section 24, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington, more particularly described as follows:

Beginning at the Southwest corner of said Southeast quarter; thence along the West line of said Southeast quarter North 1°40'59" East 645.02 feet to the True Point of Beginning; thence South 88°38'00" East 690.0 feet; thence Northerly parallel with the West line of said Southeast quarter 330.0 feet; thence North 88°38'00" West 690.0 feet to the West line of said Southeast quarter; thence South along the West line of said Southeast quarter 330.0 feet to the True Point of Beginning.

EXCEPTING THEREFROM that portion lying within NE 162nd Avenue.

EXCEPT that portion conveyed to Clark County, Washington, a municipal corporation recorded on June 10, 1998 under Auditor's File No. 9806100352.

EXCEPT that portion conveyed to Clark County, Washington, a municipal corporation recorded on August 18, 1998 under Auditor's File No. 9808180056 and 9808180057.

EXCEPT that portion conveyed to Clark County, Washington, a political subdivision of the State of Washington recorded on January 15, 2008 under Auditor's File No. 4412612.

EXHIBIT C
Property Value
PRESBYTERY OF THE CASCADES ANNEXATION

Current Owners constitute 100% ownership of proposed annexation area.

OWNERSHIP LIST	SERIAL NUMBER	AREA	2018 TAX VALUE
Presbytery of the Cascades	164362000	4.71 Acres	\$3,197,800

8/3/2020

RESOLUTION NO. M-_____

A RESOLUTION ratifying and confirming Emergency Order 2020-16 as issued by the Vancouver City Manager;

WHEREAS, at 14:30 hours on March 13, 2020, the City of Vancouver declared a civil emergency pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12, due to the public health threat posed by sudden outbreak of the novel coronavirus (COVID-19); and

WHEREAS, the City's Declaration of Civil Emergency No. 2020-01 was ratified and affirmed by Resolution M-4061; Emergency Orders 2020-02, 2020-03, 2020-04, 2020-05, 2020-06, 2020-07, 2020-08 were ratified and confirmed by the Vancouver City Council by Resolution (M-4063) on April 6, 2020; Emergency Orders 2020-09, 2020-10, and 2020-11 were ratified and confirmed by the Vancouver City Council by Resolution (M-4065) on April 20, 2020; Emergency Order 2020-12 was ratified and confirmed by the Vancouver City Council by Resolution (M-4066) on May 4, 2020; Emergency Order 2020-13 was ratified and confirmed by the Vancouver City Council by Resolution (M-4069) on May 18, 2020; Emergency Order 2020-14, which was ratified and confirmed by the Vancouver City Council by Resolution (M-4075) on June 1, 2020; and Emergency Order 2020-15, which was ratified and confirmed by the Vancouver City Council by Resolution (M-4079) on July 6, 2020; and

RESOLUTION - 1

WHEREAS, following the issuance of Declaration of Civil Emergency 2020-01 and the foregoing Emergency Orders, the Vancouver City Manager issued Emergency Order 2020-16 pursuant to Vancouver Municipal Code, Section 2.12.040, which authorizes the City Manager to issue such Orders when the Council is not in session, following a declaration of a civil emergency, subject to ratification and confirmation, modification or rejection by the City Council as soon as practicable following the issuance of such Orders; and

WHEREAS, the City Council agrees with Emergency Order 2020-16 and finds that it is appropriate to ratify, confirm and adopt the same;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Ratification and Confirmation. Emergency Order 2020-16 as issued by the Vancouver City Manager is hereby ratified and confirmed pursuant to Section 2.12.040(C) of the Vancouver Municipal Code.

Section 2. Adoption and Incorporation by Reference. Except as otherwise provided in this Resolution, Emergency Order 2020-16 (attached) is hereby adopted and incorporated herein by this reference.

Section 3. Notice. Pursuant to Section 2.12.050 of the Vancouver Municipal Code, Notice of Emergency Order 2020-16 shall be given as soon as practicable by such means are practicable to news media within the general area of the city, the public, the governor, the state military department, and the Clark County department of emergency management or successor agency.

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Section 4. Duration. Emergency Order 2020-16 shall continue through its stated expiration until modified or terminated by the City Manager or Vancouver City Council.

INTRODUCED, PASSED, AND ADOPTED at a Regular Meeting of the Vancouver City Council this 3rd day of August, 2020.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

EMERGENCY ORDER
IN AND FOR THE CITY OF VANCOUVER, WASHINGTON

No. 2020-16

EXTENDING DURATION OF EMERGENCY ORDER 2020-09

At 14:30 hours on March 13, 2020, the City of Vancouver declared a civil emergency pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12 to address the public health threat posed by COVID-19. (Declaration of Civil Emergency No. 2020-01). The Vancouver City Council ratified and confirmed Declaration of Civil Emergency No. 2020-01 by Resolution (M-4061) on March 16, 2020. Thereafter, the City issued Emergency Orders 2020-02, 2020-03, 2020-04, 2020-05, 2020-06, 2020-07, 2020-08 which were ratified and confirmed by the Vancouver City Council by Resolution (M-4063) on April 6, 2020; Emergency Orders 2020-09, 2020-10, and 2020-11 which were ratified and confirmed by the Vancouver City Council by Resolution (M-4065) on April 20, 2020; Emergency Order 2020-12 which was ratified and confirmed by the Vancouver City Council by Resolution (M-4066) on May 4, 2020; Emergency Order 2020-13, which was ratified and confirmed by the Vancouver City Council by Resolution (M-4069) on May 18, 2020; Emergency Order 2020-14, which was ratified and confirmed by the Vancouver City Council by Resolution (M-4075) on June 1, 2020; and Emergency Order 2020-15, which was ratified and confirmed by the Vancouver City Council by Resolution (M-4079) on July 6, 2020.

As of July 28, 2020, the State of Washington remains in a declared state of emergency. Clark County, Washington has recorded a total of at least thirty-seven (37) COVID-19 related deaths; a total of 29,752 people have been tested countywide, and of those, 1,717 were positive.

On March 18, 2020, Governor Jay Inslee found that a temporary moratorium on evictions throughout Washington State would help reduce economic hardship and related life, health, and safety risks to those who are unable to pay rent as a result of the COVID-19 pandemic, and issued Washington State Emergency [Proclamation 20-19](#), prohibiting residential evictions by all residential landlords operating residential rental property in Washington State. Thereafter, the Governor also issued Washington State Emergency [Proclamation 20-25](#) ordering the suspension of all essential business activities. By way of [Memorandum to Interested Stakeholders](#), Governor Inslee clarified that Proclamation 20-25 should be interpreted to limit certain real estate property inspections unless social distancing is observed. On Friday, July 24, 2020, Governor Inslee issued [Proclamation 20-19.3](#), which extended the protections and prohibitions of Proclamation 20-19 until 11:59 p.m. on October 15, 2020.

An additional risk exists within the City of Vancouver rental market, specifically the potential transmission and spread of COVID-19 from one dwelling to another when landlords, or their agents, enter residential rental property in order to inspect the premises, make necessary or agreed repairs, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors. To mitigate this risk, the City of Vancouver enacted [Emergency Order 2020-08](#). Thereafter, the City issued [Emergency Order 2020-09](#) to expand Emergency Order 2020-08 and provide increased clarity as to the responsibilities of landlords accessing residential rental property. The protections of Emergency Order 2020-09 were extended by [Emergency Orders 2020-11](#) and [2020-14](#) until 23:59 hours on July 31, 2020.

In light of recent data and analysis, I find that the safeguards required by Emergency Order 2020-09 are necessary to protect the life, health and safety of residents of the City of Vancouver from the potential spread of COVID-19.

As a result, of the foregoing, I find that further action is needed to preserve the life, health, safety, and welfare of the residents of the City of Vancouver.

NOW THEREFORE, IT IS HEREBY DIRECTED AND ORDERED THAT:

As a result of the above-referenced situation, pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, Vancouver Municipal Code Chapter 2.12, and Resolution (M-4061) of the Vancouver City Council, I hereby Order that a state of emergency continues to exist in the City of Vancouver and further order as follows.

Section 1. Extending Duration of Emergency Order 2020-09 (Sanitation Measures by Landlords of Residential Property).¹ Effective immediately, and unless further modified, extended or terminated by the Vancouver City Council or Vancouver City Manager, Section 1 of Emergency Order 2020-09, as previously extended by Section 9 of Emergency Order 2020-11 and Section 5 of Emergency Order 2020-14, is hereby extended until 23:59 hours on October 15, 2020.

[This Space Intentionally Left Blank.]

¹ [Emergency Order 2020-09](#). **Section 1.** Landlord Entry into Residential Rental Property – Equipment and Distancing Required.

Section 2. Duration. This Emergency Order takes effect immediately, and unless further modified, extended or terminated by the Vancouver City Council or Vancouver City Manager, shall continue until 23:59 hours on October 15, 2020.

SIGNED, this 30th, day of July, 2020, at 20:55 hours.

ATTEST:

Carrie Lewellen

Natasha Ramras, City Clerk

By: Carrie Lewellen, Deputy City Clerk

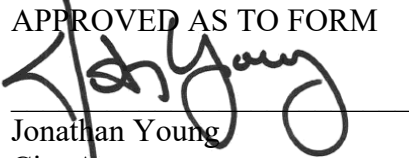
CITY OF VANCOUVER



Eric Holmes

City Manager

APPROVED AS TO FORM



Jonathan Young

City Attorney



MEMORANDUM

DATE: July 29, 2020

TO: Eric Holmes, City Manager, and Vancouver City Council

FROM: Rebecca Kennedy, COV Long Range Planning Manager

RE: Fourth Plain Commons Funding Strategy

CC: Chad Eiken, CED Director

This memo is intended to provide an overview of the funding strategy for the Fourth Plain Commons project. The Commons is a joint project between the City of Vancouver (COV) and the Vancouver Housing Authority (VHA). This memo will review all estimated project costs and current and potential funding sources for both the COV and VHA.

Background

Adopted in 2007, the [Fourth Plain Subarea Plan](#) aimed to address the concerns of residents and businesses in central Vancouver by creating an urban design plan, streetscape plan, and development strategy to integrate community aspirations into the City's goals of developing a vibrant and inviting corridor. The Commons project helps advance the goals and policies in the Subarea Plan that address housing and community character, including to ensure existing residents can continue to live in the area, encourage a diverse range of housing types and development of affordable housing, use design to celebrate the corridor's multi-cultural character, and create welcoming public spaces.

To continue implementation of the Subarea Plan, the [Fourth Plain Forward Action Plan](#) was developed in 2015. Based on existing conditions and community input, the project team identified five key goals each with a comprehensive set of actions to further community building and equitable development on the Fourth Plain corridor. The Commons project helps the City make progress on two key Action Plan goals:

- Goals 3: Create a growth pipeline for food entrepreneurs
- Goal 5: Foster inclusive transit-oriented development.

Fourth Plain Commons

The Fourth Plain Commons is a mixed-use development project that will be located on the Fourth Plain corridor and is a joint venture between the VHA and COV. The VHA will own and operate over 100 units of affordable housing on the second through sixth floors, and the COV will own the ground floor commercial space. The City will develop the ground floor space and partner with community-based organizations to manage operations to provide a place where the Fourth Plain community can gather, hold events, and access services. The following elements are currently planned for the community space:

- A commercial kitchen incubator to launch and support emerging food-based businesses.
- A centralized, shared office space for partners that provide upstream community development resources and services like small business assistance and workforce training, and culturally-specific community organizations. This will include shared office, classroom and desk space that will enhance access to community resources.
- A community space where Fourth Plain Community members and non-profit partners can gather, hold events, and access programming.
- A public plaza with infrastructure to support a Vancouver Farmer's Market satellite market.

Fourth Plain Commons Funding

The Fourth Plain Commons represents a catalytic investment in the Fourth Plain corridor, focused on delivering community identified services and space that will advance equity, provide resources to address systemic disparities, and strengthen community members' sense of place in the community. A detailed outline of the development budget is provided below.

Table 1. Commons Project Expenses

Project Component	AMOUNT
Residential	\$36,000,000
Commercial	\$3,700,000
Tenant Improvements/Equipment	\$1,100,000
Plaza	\$600,000
Total Development Budget	\$41,400,000

Residential expenses listed in Table 1 include all expenses for the affordable housing units and residential spaces that the VHA will own and operate. Expenses for the City-owned portion of the Commons include commercial, tenant improvements/equipment, and plaza components listed in Table 1. Further explanation of what these components include is as follows:

- Commercial: includes construction costs to deliver a warm shell for the ground floor. A warm shell will have a heating and cooling (HVAC) system, drop ceilings, plumbing, and interior lighting.
- Tenant improvements/equipment: constructing walls and finishings to partition the space into the community space, commercial kitchen incubator, and shared office space, as well as components to make the space operational, like kitchen elements, furniture and office equipment.
- Plaza: all elements for the outdoor community plaza space, including plumbing and electrical infrastructure to support a Vancouver Farmer's Market satellite market.

The VHA has secured \$4.5 million towards their portion of the Commons building. They expect to secure the balance of their project expenses in Q1/Q2 2021 through 4% Low Income Housing Tax Credits (LIHTC), the City of Vancouver Affordable Housing Fund and HOME funds, and a private activity bond (PAB).

The City of Vancouver received a Washington State Department of Commerce grant in the amount of \$800,000 in 2019. The City is also planning on applying for a Building Communities Fund (BCF) grant through Washington State Department of Commerce for the amount of \$1.2 million and a U.S. Economic Development Administration (EDA) grant in the amount of \$500,000. In addition to the \$1.7 million in grant funding to which the City is applying, the City is also seeking to use the CDBG Section 108 loan program for the Commons project. If the BCF and EDA grant applications are successful, the City would need to borrow \$2.9 million in Section 108 funds. If the one or more of these grant applications is not successful, the City will seek to backfill the funding gap with additional Section 108 Loan funds, as well

as other planned grant applications. See the attached memo for more information on the Section 108 Loan.

Attachments

Section 108 Loan Program Memo

MEMORANDUM

DATE: August 3, 2020
TO: Eric Holmes, City Manager
FROM: Peggy Sheehan, CED Program Manager
RE: **Fourth Plain Commons use of CDBG dollars through the Section 108 loan program**
CC: Chad Eiken, CED Director and Teresa Brum, EDD Manager

Fourth Plain Commons

Fourth Plain Commons is a future mixed-use development project that will be located on the Fourth Plain Corridor and include both housing and community space. The community space will be on the ground floor and is envisioned as a flexible area where people from the Fourth Plain community can gather, hold events, and access services. The following elements are currently planned for the community space:

- A commercial kitchen incubator to launch and support emerging food-based businesses.
- A centralized, shared office space for partners that provide upstream community development resources and services like small business assistance and workforce training, and culturally-specific community organizations. This will include shared office, classroom and desk space that will enhance access to community resources.
- A community space where Fourth Plain Community members and non-profit partners can gather, hold events, and access programming.
- A public plaza with infrastructure to support a Vancouver Farmer's Market satellite market.

This project is collaboration between the Vancouver Housing Authority (VHA) and the City of Vancouver. The Vancouver Housing Authority plans to own and operate the apartments located on the upper floors. The City of Vancouver will develop the ground floor space and partner with community-based organizations to operate it.

Background

The Section 108 Loan Guarantee Program (Section 108) provides [Community Development Block Grant \(CDBG\)](#) jurisdictions with the ability to leverage up to five times the annual grant allocation. The loan is low-cost, flexible financing for economic development, housing, public facility, and infrastructure projects. Communities can use Section 108 guaranteed loans to either finance specific projects or to launch loan funds to finance multiple projects over several years. The funding is one of the most flexible public investment tools that HUD offers. Although the funds are secured by pledging current and future CDBG allocations, applicants are required to show that there is sufficient cash flow to repay the loan without any need for CDBG contributions.

The application process includes underwriting along with approval by City Council and the HUD Seattle CPD office and HUD headquarters. The program allows for the City to use the Section 108 funding or loan the money to another entity for an eligible project. HUD asks for at least 45 days from when the application is submitted for their review.

The loans have a payback period of 20 years, with the interim borrowing interest rate priced at the three-month London Interbank Offered (LIBO) rate, plus 20 basis points (.2). Permanent financing is linked to yields on Treasury obligations of similar maturity to the principal amount. A small additional basis point spread, depending on maturity, will be added to the Treasury yield to determine the actual rate.

The permanent financing is determined by a HUD Section 108 public offering, which is scheduled based on how many loans HUD has during the time period from the last public offering.

Current Section 108 loan

The City has a current Section 108 loan that was used in 2010 for improvement of Grant and Esther Street. The Section 108 dollars were leveraged with a BEDI grant and other federal, state and City funding.

The approved loan period began in 2010, with the City borrowing a total of \$5,419,000. The loan's annual payment for 2020 is \$302,251.50. The payments are made twice a year; February is a principal and interest payment and August is interest only. The payments change as they are based on how much is left on the loan; the current balance is \$2,535,000 and the loan is scheduled to be paid off in 2029. The payments were guaranteed by the City's full faith and Credit; the payments were derived from dollars tied to the waterfront development.

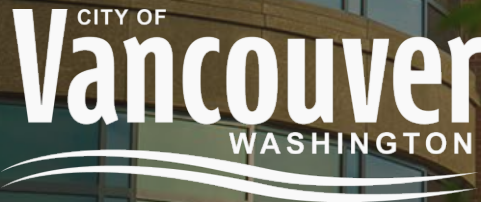
Potential Loan for Fourth Plain Commons

As of May 2020 the City can borrow \$4,005,510 in Section 108 funds. Based on the current loan we estimate the payments to be less than \$300,000 a year. The City can decide annually at the time payment is due whether to use CDBG funds or another source for that year's payment.

In the most recent years, we have set aside up to \$300,000 of CDBG money for a City chosen project such as parks rehab, the navigation center or most recently business assistance. Going forward, all or a portion of this set-aside could be used to make the annual Section 108 loan payment. The impact on CDBG-funded community projects is an important consideration; however the impact of using up to \$300,000 for the Section 108 payment would be minimal provided that the CDBG allocation remained at \$1.2M before the payment.

Fourth Plain Commons Funding Strategy

VANCOUVER
CITY HALL



August 3, 2020

City Manager Communications

Rebecca Kennedy, COV Planning Manager
Victor Caesar, VHA Development Manager

8/3/2020 8:01 AM

Presentation Overview & Purpose

Overview

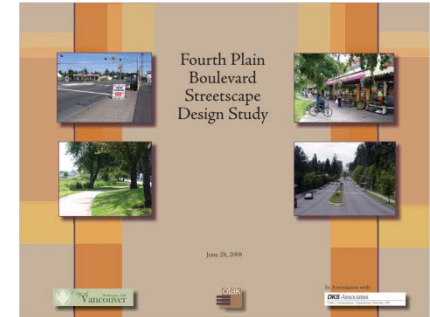
- Project background and Summary
- Overview of Current and Potential Funding Sources
- Ongoing Operations of the Commons
- Next Steps & Questions

Purpose

- Review Funding Strategy
- Council Feedback on Use of Section 108 Loan

Policy Guidance

- Fourth Plain Subarea Plan
 - Goal 2: Increase home ownership in the corridor while *protecting the ability of residents to continue residing in the area.*
 - Goal 3: Build on the existing diverse character of the Fourth Plain Corridor while enhancing safety and community amenities
- Fourth Plain Streetscape
 - Commons adheres to Village Design Area requirements, including wider sidewalks, improved lighting, street trees and an activated building positioned close to the street



Policy Guidance

- Fourth Plain Forward Action Plan

GOAL 1

Cultivate a vibrant business district

GOAL 2

Stabilize and grow small businesses

GOAL 3

Create a growth pipeline for food entrepreneurs

GOAL 4

Prioritize pedestrian safety

GOAL 5

Foster inclusive transit-oriented development

Commons Project Overview

- Partnership between City of Vancouver and Vancouver Housing Authority
- Project Components:
 - 106 Affordable Housing Units on Floors 2-6
 - Commons ground floor space:
 - Shared office space where upstream services can co-locate
 - Commercial kitchen incubator to support food-based entrepreneurship and events
 - Community gathering space
 - Outdoor plaza gathering space with infrastructure for the Vancouver Farmer's Market

Fourth Plain Commons



Fourth Plain Commons Funding Strategy - 6

Commons Project Overview



Commons Project Overview



Commons Funding Overview

Project Component	AMOUNT	Owner
Residential	\$36,000,000	VHA
Commercial	\$3,700,000	COV
Tenant Improvements/Equipment	\$1,100,000	COV
Plaza	\$600,000	COV
TOTAL DEVELOPMENT BUDGET	\$41,400,000	-

Funding Sources – Affordable Housing

- Overall Cost = \$36,000,000

SOURCE	AMOUNT	TIMING
4% Low Income Housing Tax Credits	\$13,750,000	Applying February 2021
Private Activity Bond	\$16,250,000	Applying February 2021
Washington State Department of Commerce	\$3,000,000	Awarded December 2019
City of Vancouver Affordable Housing Fund/HOME	\$1,500,000	Contingent on LIHTC Award
Vancouver Housing Authority Loan	\$1,500,000	

Funding Sources –Ground Floor Commons

- Overall Cost = \$5,400,000

Phase I - SOURCE	AMOUNT	TIMING
Washington State Department of Commerce	\$800,000	Awarded
City of Vancouver Section 108 Loan*	\$2.9 - \$3.4 mill.	Fall 2020
EDA Grant	\$500,000	Fall 2020 Application
Phase II - SOURCE	AMOUNT	TIMING
Building Communities - Grant	\$1,200,000	Application Due August 27 th
COV Section 108 Loan*	\$0 - \$600,000	Fall 2020
Other Grant Funding	TBD	TBD

* Section 108 Loan contingent on City Council and HUD approval

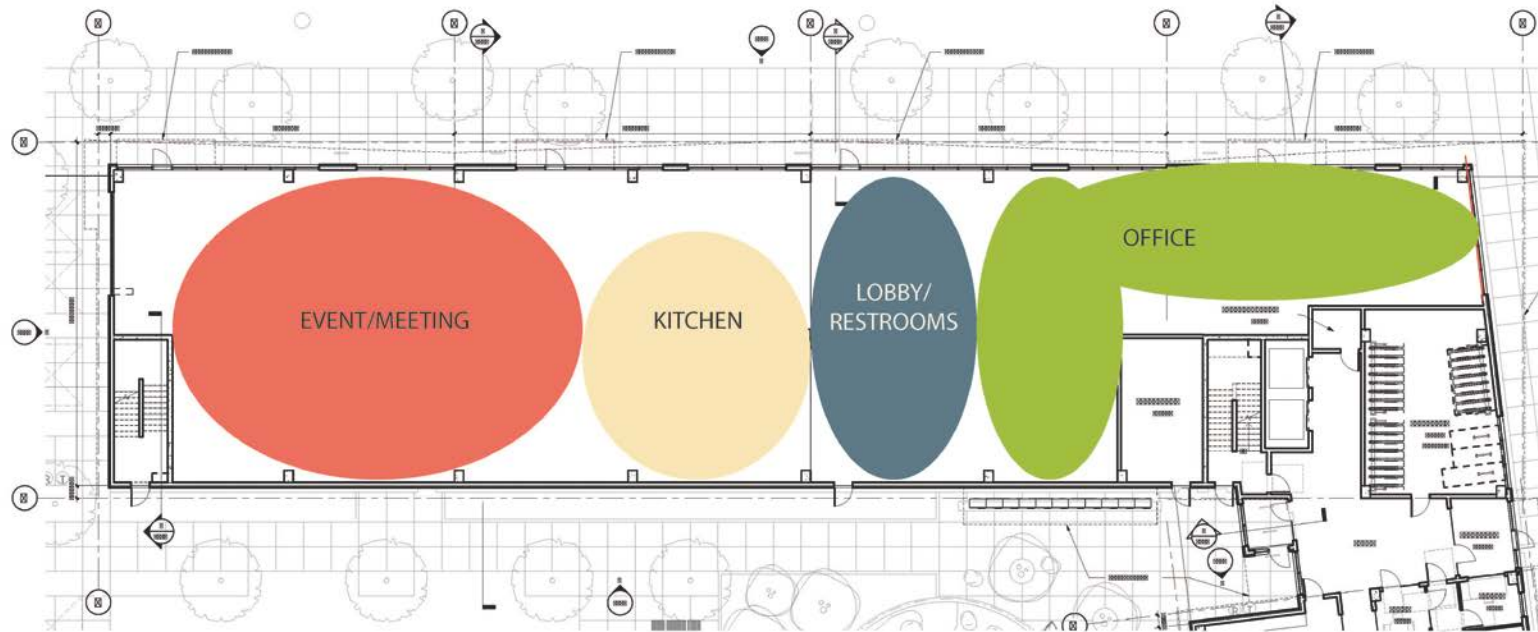
Section 108 Loan Program

- Provides CDBG jurisdictions with ability to leverage up to 5 times annual grant allocation
- Low-cost loan with flexible financing for economic development, housing, public facility, and infrastructure projects
- Applicants must show sufficient cash flow to repay the load without any need for CDBG contributions; payback period 20 years
- Application process:
 - Public Hearing required to approve moving forward with application
 - After 45 day HUD review, City Council must approve HUD agreement via Consent Agenda

Section 108 Loan Program

- Current Section 108 Loan:
 - 2010 loan for improvements to Grant and Esther Streets
 - City borrowed total of \$5,419,000
 - Loan scheduled to be repaid in 2029
- Potential Section 108 Loan for Fourth Plain Commons:
 - City can borrow up to \$4,005,510 (as of May 2020) in Section 108 funds
 - Based on current loan, payments estimated at \$300,000/year
 - Based on current allocation of 1.2 Million, can use portion or all of the \$300,000 annual CDBG set aside dollars for loan payments, with minimal amount of impact to community applicants

Ongoing Operations of Commons Ground Floor



Fourth Plain Commons - Concept Plan Diagram

Next Steps

- Fall 2020: Council review Development Agreement with VHA
- Fall 2020: City Council Public Hearing on Section 108 Application
- Spring 2021: Council review long-term lease with Fourth Plain Forward
- Q3 2021: Construction on Commons begins
- 2022: Construction on Commons complete

Questions and Discussion

Rebecca Kennedy, COV Long Range Planning Manager
Rebecca.Kennedy@cityofvancouver.us

Victor Caesar, VHA Development Manager
vcaesar@vhausa.com





MEMORANDUM

DATE: August 3, 2020

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

RE: **Recovery Framework**

Problem Statement

- Need to ensure economic recovery
 - Survival of Main Street – small businesses
 - Preserve and grow economic drivers – mid-to-large businesses
- Need to restore public confidence and trust to engage with broader community

While encouraging a robust economic recovery is an obvious area to focus the City's recovery efforts, polling suggests that the majority of Americans are not eager to re-engage with society at this time because of the continued public health uncertainty. Just reopening retail and dining as we work through the Governors' phases will not be enough. We need to both ensure that people feel comfortable interacting within the economy, probably in a modified manner, and that there is an economy for them to interact with by responding to the needs of the business community.

Guiding Principles

Vancouver's recovery from the COVID-19 crisis presents an opportunity to pivot the community onto a new path forward. Through the strategic implementation of actions and policies, we can ensure that Vancouver "builds back better". Based on the Council's previous direction towards resiliency, I propose the following guiding principles as lens for the work group to use when evaluating potential recovery strategies:

- Encouragement of a circular economy – *economic resilience*
- Commitment to climate action – *environmental resilience*
- Addressing systemic inequities – *social resilience*

Recovery Work Group

Similar to the Strategic Plan Oversight Committee, the Recovery Work Group will be chaired by a member of the City Council. This will ensure a direct line of communication and that the efforts of the work group have the trust and support of the City Council and City Manager. The work group will be charged with reviewing ideas put forward by both internal and external audiences, seeking out creative solutions whenever possible to implement.

Whenever feasible, the work group will operate under the “pilot and review” model with the idea of moving quickly from idea to implementation on a limited scale with further review and follow-up action as needed. Individual work group members will be engaged as necessary, depending on the idea being discussed. The Economic Policy Team, which championed the Business Assistance Program and Restaurant Recovery Program (street eats), demonstrates the value of a multi-disciplinary team approach.

With a goal of moving quickly to implementation, task teams established for each idea will seek to strike a balance between being small enough to be agile while having the necessary collective knowledge of city and community operations.

The work group will include members from the following departments:

- Community & Economic Development
- Public Works
- Parks
- Communications
- Fire Marshall’s Office
- Legal
- Finance
- Human Resources
- City Manager’s Office

I will work with the individual department directors to identify one or more representatives from their departments to serve in this work group.

Community Membership

Achieving the goal of Vancouver building back better will require an extensive community effort. While the City will lead some recovery strategies, other programs are already underway and the City will look for ways to coordinate with and provide support to those efforts.

The work group will be as inclusive as necessary to ensure input from relevant community stakeholders on the implication and implementation of specific actions and policies. The goal is to cultivate a broad roster of community representatives who can elect to engage with specific task teams based on interest and expertise.

Following FEMA’s guidance for a *Whole Community Approach to Recovery*, possible community stakeholders who may choose to engage with the work group include:

- Government agencies
 - CRESA regional recovery manager
 - Clark County Public Health
 - CREDC
 - WA State regional labor economist – Scott Bailey
- Private Sector – especially large employers and anchor institutions
- Education
 - Vancouver School District

- Evergreen School District
- WSU-V
- Clark College
- Faith-based and community organizations
 - NAACP
 - LULAC
 - Fourth Plain Forward
- Non-profits and associations
 - Vancouver Downtown Association
 - Identity Clark County
 - East Vancouver Business Association
 - Uptown Village Association
- Individuals
 - Medical professionals

Timeline

There are many factors that will affect the duration of the recovery. First, and most critically, is the pandemic itself. The County's reopening is currently on pause, along with the rest of the state, and the ability to move forward is dependent on reversing recent trends of increasing coronavirus cases. In addition, there could be subsequent waves of infection in the coming months that may require a return to "Stay Home, Stay Healthy" conditions.

Additional federal funding could help shorten the recovery period. Individual stimulus would restore consumer confidence and purchasing power while direct support to businesses would help ensure they have the financial reserve necessary to allow for required adaptations to the "new normal". Allocations directly to local governments will allow for capital investments to respond to community need and concern.

We will assume the recovery period will be at least twenty-four months, with short-term defined as the next eight months and long-term eight to twenty-four months.

Deliverables

Short-term – 0-8 months

- Establish the recovery work group: review membership, scope of work, approach
- Community outreach
 - Direct outreach to businesses – by Council and City staff – "How's it going?", available resources, what else can the City do to help?
 - Successes to date – business license waiver, ParkSafe, streateries
 - Branded, take credit to encourage further suggestions
 - Solicit suggestions – "What can the City do?" "Not business as usual"
- Identify events to create community connections
 - Neighborhood scale probably best
 - BLM car cruise good example of how to do this safely
- Review list of planned and proposed capital investments to prepare for possible infusion of federal funds
 - Use equity/climate/economic lens to ensure increase to community resilience
 - Pursuit of elements of Stronger Vancouver through other means

Long-term – 8-24 months

- Neighborhood based redevelopment – use equity/climate/economic lens to ensure increase to community resilience
- Assess industry clusters – areas of growth
- Response to large-scale societal changes – more telecommuting, interest in 20-minute neighborhoods
- Identify state regulations that need adjustment to allow for the “new normal” for inclusion on 2021 state legislative agenda

Metrics of Progress

Determining the success of our efforts will require both quantitative and qualitative metrics. In addition, it will be necessary to break down the metrics by demographic and other factors to ensure that the recovery is occurring in an equitable manner with benefits accruing to all Vancouverites.

It would be beneficial to have a conversation with Scott Bailey, and perhaps others in the community, at the onset of this work to identify the metrics they will be using in their own evaluation of the recovery.

Some possible metrics include:

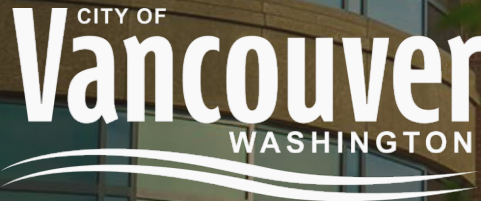
- Unemployment rate – difference from pre-coronavirus rate, compared to regional, state, national
- Business revenues – difference from pre-coronavirus rate, compared to regional, state, national
- Business closures – difference from pre-coronavirus rate, compared to regional, state, national

With each of these metrics, it will be important to look citywide and by census tract or zip code to identify areas in need of additional focus and investment.

Qualitative indicators of success will be more anecdotal but also could be identified through future community surveys as a measure of resident happiness and satisfaction.

City of Vancouver Recovery Framework

VANCOUVER
CITY HALL



August 3, 2020
Aaron Lande, Senior Policy Analyst

Presentation Overview

- Problem Statement
- Current Status
- Guiding Principles
- Recovery Work
- Group
- Community Membership
- Timeline
- Deliverables
- Metrics of Progress



Problem Statement

Ensure economic recovery

- Survival of Main Street
- Preserve & Grow Economic Drivers

Restore public confidence and trust to
engage with broader community



Guiding Principles

Through the strategic implementation of actions and policies, Vancouver will “Build Back Better”

- Encourage a circular economy – *economic resilience*
- Address systemic inequities – *social resilience*
- Commit to climate action – *environmental resilience*

Recovery Work Group

Charged with reviewing ideas and implementing creative solutions – QUICKLY

Operate under the “pilot and review” model

Group will be led by a City Council member to ensure line of communication

The trust and support of City Council and City Manager is critical



Recovery Work Group

Work Group will include members from:

- Community & Economic Development
- Public Works
- Parks
- Communications
- Fire Marshall's Office
- Legal
- Finance
- Human Resources
- City Manager's Office



Community Membership

Recovery is a community effort

City doesn't always need to be the lead actor

Cultivate a broad roster of relevant community stakeholders



Community Membership

Possible community representatives to engage with this work:

- Government agencies
- Private sector businesses
- Education
- Community, faith-based, and non-profit organizations
- Associations
- Residents



Timeline

Many factors will affect the duration of the recovery

Assumed recovery period of 24 months

- Short-term: 0-8 months
- Long-term: 8-24 months



Deliverables

Short-term: *0-8 months*

- Establish the recovery work group
- Community outreach
- Identify events to create community connections
- Review planned & proposed capital investments



Deliverables

Long-term: *8-24 months*

- Neighborhood-based redevelopment
- Assess industry clusters
- Response to large-scale societal changes
- Propose revisions to state regulations to reflect “new normal”



Metrics of Progress

Use both quantitative and qualitative metrics
Cross reference to ensure equitable recovery
Align with other agencies

Possible metrics:

- Unemployment rate
- Business revenue
- Business closures



Questions

VANCOUVER
CITY HALL

Aaron Lande, Senior Policy Analyst
360-487-8612

Aaron.Lande@cityofvancouver.us



Send ideas to recovery@cityofvancouver.us

This retreat was conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to call in to the conference call. Retreat materials and a link to the full video recording of the retreat is available [on the City's website here](#).

Mayor Anne McEnerny-Ogle convened a retreat of the Vancouver City Council at the 8:32 a.m. on Saturday, July 11, 2020.

Council present:

- Mayor McEnerny-Ogle,
- Councilmember Bart Hansen
- Councilmember Ty Stober
- Councilmember Linda Glover,
- Councilmember Laurie Lebowsky
- Councilmember Erik Paulsen
- Councilmember Sarah Fox

Staff & presenters present:

- Eric Holmes, City Manager
- Carol Bua, Communications Director
- Brian Carlson, Deputy City Manager
- Amanda Delapena, Assistant to the City Council
- Natasha Ramras, Chief Financial Officer
- Jonathan Young, City Attorney

8:30-8:35 a.m. Welcome/Objectives for the Day

Mayor McEnerny-Ogle welcomed Council, staff and members of the public present.

City Manager Eric Holmes oriented Council to the agenda, materials provided to them in advance, and the objectives for the day.

Objectives for the Day

- Establish a shared understanding of 2020 Community Survey results
- Review current financial policies
- Establish a shared understanding and consensus on 2021-2026 financial forecast
- Review and endorse a 2021-22 biennial budget framework

8:35-9:17 a.m. Community Survey Results

Presented by Carol Bua, Communications Director

Segment objective: Establish a shared understanding of the 2020 community survey results as a source of data to consider in budget preparation, as well as the limitations of the survey data.

Key Discussion Points

- Overview of survey structure, timing related to the onset of the COVID-19 pandemic and state of emergency, and demographics of survey respondents.
- Acknowledgement that demographics reflect an older population skewed toward homeownerships and pre-pandemic timing may have contributed to results that are no longer applicable to the current environment. Proposal to conduct additional non-scientific surveys and mini polling over the summer to evaluate any shifting priorities of the community since the pandemic and to capture perspectives from communities not represented in the Community Survey results.
- Discussion regarding specific priorities and community satisfaction reflected in the survey, with focus on an overall decline in satisfaction since the 2017 survey from respondents regarding how the City is doing in: delivering services efficiently, overall, keeping citizen informed, managing the public's money, and focusing on the priorities that matter most to residents. Discussion regarding similar comparative trends at the national state and levels, and general strengths and weaknesses of the survey as a tool.

Council Consensus – Community Survey Results:

- ✓ **Confirmed:** Additional polling and surveys should be conducted over the summer in order to evaluate current priorities from residents since the onset of the pandemic and resulting economic challenges; to reach underrepresented communities; and to inform future budget discussion.
- ✓ **Confirmed:** Evaluate data where available from comparative jurisdictions and national trends regarding constituent satisfaction.

9:17-11:23 p.m. Review of Current Financial Policies

[Presentation](#) by Natasha Ramras, CFO

Segment objective: Establish shared understanding of current financial policies and identify potential policy changes, if any.

Ms. Ramras provided Council with an overview of the budget process and a snapshot of the City's current 2019-2020 Operating and Capital Budget.

Ms. Ramras presented an overview of the current financial policies, including the overall purpose and goals of the policies, as well as detailed information and the current status of each individual policy and each reserve fund.

Key Discussion Points

- Concerns and questions about specific language under the Long-Range Financial Planning and Resource Utilization section of the financial policies.
- Concerns regarding the current cost recovery target related to building fees, land use fees, development review fees, and recreation fees and discussion regarding how those targets are set and whether they are currently at the appropriate levels.
- Discussion regarding the need for application of an equity lens throughout the entire document, as well as potentially reflecting climate action and resiliency.
- Discussion regarding capital planning and asset management related to potential reprioritization of streets projects to provide more investment into safety improvement projects, while also maintaining current investments and honoring the public engagement process from the 2015 Streets Funding Initiative.
- Discussion regarding the role of the Transportation System Plan update process and policy guidance from the recently established Transportation and Mobility Commission that may influence budget considerations.

Council Consensus – Review of Financial Policies:

- ✓ **Confirmed:** Conduct a thorough review of policies and add a clear articulation of safety and equity throughout the financial policies that would be implemented in a priority array. Staff to draft relevant updates and conduct some analysis related to the potential budget impacts of the updates in the short and long term. Analysis to include review of the user fee target recovery levels.
- ✓ **Confirmed:** Incorporate climate action and resiliency throughout the financial policies.

Council recessed for a break from 11:23-11:35 a.m.

11:35-1:54 p.m. 2021-2026 Preliminary Forecast and 2021-22 Budget Framework

[Presentation](#) by Natasha Ramras, CFO, and City Manager Eric Holmes

Segment objective: Review and confirm key policy assumptions for six-year revenue and expenditure forecast

Segment objective: Review and confirm initial budget development policy framework for preparation of the 2021-22 budget.

Ms. Ramras provided a detailed six-year financial forecast, based on best available data, for the City's General, Street and Fire funds, followed by presentation of the proposed framework for development of the 2021-22 budget.

Key Discussion Points

- Acknowledgement that the current state of the economy is volatile and this forecast is a starting place for staff and Council in these early budget discussions. Staff will continue to monitor the data and utilize most current information in the fall when putting together the final budget recommendations.
- Overview of major assumptions related to expenditures and major revenue sources, such as property tax, sales tax, utility tax, and business license fees. As well as assumptions related to personnel costs, intergovernmental contracts, and professional services. Discussion regarding proposed modest wage increases and ensuring CPI is weighed prior to implementing increases.
- Discussion about City budget contributions related to homelessness services and the Navigation Center. Acknowledgement that a broader, more in-depth conversation related to homelessness services is needed outside of this initial budget forecast.
- Overview of proposed budget framework, including continued utilization of City cash reserves in 2021 and 2022 and a proposed 4.2 percent budget reduction for all City departments. Discussion about whether it is appropriate for all service areas to start with the same reduction target or whether certain areas, such as public safety, should be preserved at higher levels than others.
- Overview of projected 2022 ending fund balances if the proposed framework is implemented for the biennium, including discussion regarding certain reserves falling below minimum balances as called for in the current financial policies and the use of debt for purchase of Chkalov police headquarters and training building.
- Overview of policy framework for funds other than the General, Street and Fire, including proposed increases to park impact fees, dedication of Real Estate Excise Tax (REET) funds to high priority economic development projects, and developing a proposal for funding with the Affordable Housing Sales Tax Credit.
- Discussion regarding moving forward with developing a body-worn camera program for the Vancouver Police Department.

Council Consensus – 2021-22 Budget Framework:

- ✓ **Confirmed:** Overall budget framework as proposed by staff.
- ✓ **Confirmed:** Begin with 4.2 percent budget reductions for all departments and services as a baseline, acknowledging that further evaluation of specific reductions may be needed once the initial proposals are presented and impact is reviewed.

- ✓ **Confirmed:** Council comfortable with use of debt to support purchase of Chkalov police headquarters and training building.
- ✓ **Confirmed:** Continue to move forward with the Operations Center replacement project as previously proposed, supported by rate adjustments and moving forward with investments in design and bid documents.
- ✓ **Confirmed:** Comfort with utilization of previous analysis and engagement conducted as part of the Stronger Vancouver initiative as one source of information in budget preparation. Specifically prepare parks capital program in anticipation of Park Impact Fee increases consistent with Council direction on the PIFs that came out of the Stronger Vancouver discussions of early 2020.
- ✓ **Confirmed:** Continue to dedicate REED funds to high priority economic development projects.
- ✓ **Confirmed:** Develop a proposal for funding with the Affordable Housing Sales Tax Credit.
- ✓ **Confirmed:** Move forward with developing a body-worn camera program for VPD.

ADJOURNMENT: 1:54 p.m.

Submitted by:

Approved August 3, 2020:

Eric Holmes, City Manager

Anne McEnery-Ogle, Mayor