



City Council Meeting Minutes

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

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

May 20, 2024

WORKSHOPS: 4:00-6:00 p.m.

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

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

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

https://www.cvtv.org/vid_link/36471?startStreamAt=0&stopStreamAt=7461

Charter Review Recommendations

(Approximately 45 minutes)

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

Summary

Staff led Council through a discussion of the Charter Review Recommendations.

Councilmembers Fox and Perez attended the workshop remotely.

Councilmember Hansen was late to the workshop.

Apprenticeship Policy Update

(Approximately 30 minutes, to immediately follow previous workshop)

Anna Vogel, Procurement Manager, 360-487-8429

Summary

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

Councilmembers Fox and Perez attended the workshop remotely.

Council Equity Resolution

(Approximately 45 minutes, to immediately follow previous workshop)

Councilmember Stober, Councilmember Perez, Councilmember Harless

Summary

Staff led Council through a discussion of the Council Equity Resolution.

Councilmembers Fox and Perez attended the workshop remotely.

COUNCIL DINNER/ADMINISTRATIVE UPDATES (6:00-6:30 P.M.)

COUNCIL REGULAR MEETING

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

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: https://www.cvtv.org/vid_link/36473?startStreamAt=0&stopStreamAt=3311 Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: None

Councilmembers Perez and Fox attended the meeting remotely.

Approval of Minutes

Minutes - April 22, 2024

Motion by Councilmember Stober, seconded by Councilmember Paulsen, and carried unanimously to approve the meeting minutes of April 22, 2024.

Minutes - May 6, 2024

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and carried unanimously to approve the meeting minutes of May 6, 2024.

Proclamations: National Public Works Week; Clark County Historical Museum 60th Anniversary; Memorial Day at the Barracks

Mayor McEnerny-Ogle read and presented a proclamation to Tim Buck, Operations and Maintenance Manager at the City of Vancouver, proclaiming May 19-25, 2024, as National Public Works Week.

Mayor McEnerny-Ogle read and presented a proclamation to Brad Richardson, Director of the Clark County Historical Museum, proclaiming May 24, 2024, as Clark County Historical Museum Day 2024.

Mayor McEnerny-Ogle read and presented a proclamation to Larry Smith, CMAC Member, and Laurie O'Leary, CMAC Member, proclaiming May 27, 2024, as Memorial Day at the Barracks.

Community Communications

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

- Kimberlee Goheen Elbon, La Center, WA
- Carmen DeLeon, Vancouver

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

Consent Agenda (Items 1-9)

Council pulled items 3, 7 and 8 for discussion.

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and carried unanimously to approve items 1, 2, 4-6, and 9 on the Consent Agenda.

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

Motion by Councilmember Fox, seconded by Councilmember Stober, and carried unanimously to approve item 7 on the Consent Agenda.

Motion by Councilmember Fox, seconded by Councilmember Perez, and carried unanimously to approve item 8 on the Consent Agenda.

1. Construction Acceptance - Ellsworth Water Plant Disinfection System

Staff Report: 092-24

The existing Ellsworth Water Plant chlorine gas disinfection system was replaced with a sodium hypochlorite generation system. The new system generates a low-strength (0.8%) disinfectant. The new system serves the same purpose without the safety risks associated with chlorine gas. The sodium hypochlorite solution will be generated and stored within the existing plant utilizing salt, water and electricity. In November 2022, City Council approved a contract with Rotschy, Inc. to complete this work.

The contractor has satisfactorily completed this project in accordance with the provided plans & specifications. Contract costs are summarized below:

TOTAL CONTRACT COSTS

Labor, Equipment and Materials	\$ 1,199,609.34
Sales Tax	\$ 104,062.09
Total	\$ 1,303,671.43

Retainage

\$
59,980.47

The final contract amount was roughly 6% higher than the original \$1,223,248.87. Changes were made during construction to improve performance and longevity of both the disinfection system and water plant.

The Apprenticeship Utilization goal of 3% was exceeded with Rotschy, Inc., and their subcontractors, delivering 182.5 apprentice hours (4.7%) of the total 3870.4 project hours.

Request: Accept the Ellsworth Water Treatment Plant Disinfection System project as constructed by Rotschy, Inc., of Vancouver, WA and authorize release of bond, subject to receipt of all documentation required by law.

Patrick Craney, Water Resources Engineer, 360-487-7167

Motion approved the request.

2. **Contract Amendment - Continued use of State of Washington Contract #05116 for the Purchase of Cloud-Based Software and Related Services**

Staff Report: 093-24

The City currently utilizes Washington State Contract #05116 for cooperative purchasing to procure cloud-based software and services from Carahsoft Technology from multiple vendors including Cellebrite, ZenCity, and VMware. The City spends approximately \$120,000 per year on this contract.

The City anticipates spending more than \$300,000 over the contract term and requests authorization to continue to use the contract to purchase up to the Council-approved annual budgeted amount for software and services from Carahsoft Technology through the end of the contract, which is 09/15/2026, and into any extended period.

Request: Authorize the City Manager, or designee, to approve purchases under State of Washington contract #05116 for the life of the contract up to the current authorized budget.

Patrick Gilbride, Information Technology Director, 360-487-7650

Motion approved the request.

3. **Contract - Water Resources Education Center Exhibits Improvement Plan: Exhibit Design Contract C-101640 (RFQ 9-24**

Exhibits Improvement)

Staff Report: 094-24

Since opening in 1996, the Water Center has played a key role in raising awareness about water, water utilities, and nature by welcoming visitors to its unique location along the Columbia River. However, most exhibits are now over 25 years old with outdated messaging and persistent maintenance needs. In 2022, the City began planning for a complete redesign of the Water Center's exhibit spaces, both indoors and outdoors and a new facility name that will provide the community with a reimagined visitor experience focused on the relevant topics of today, including climate action and water resiliency.

New themes for exhibit content include: Water Utilities, Nature and Watersheds, and Sustainability and Stewardship. These themes were selected with input from internal stakeholders and community members and support the Climate and Natural Systems strategic plan focus area.

On January 17, 2024, the City released a Request for Qualifications (RFQ 9-24 Water Resources Education Center Exhibits Improvement Plan: Design Phase) to secure the services of a design firm to undertake the re-design of the interior exhibit experience and exterior interpretation at the Water Resources Education Center.

Along with the standard advertising, firms from the MRSC list, which include veteran-, minority-, women-owned firms, were notified of the solicitation and their qualification statements were requested. On February 14th, 2024, the City received eleven responses. The qualification statements were evaluated based on experience, project understanding and approach, and completed projects. Staff selected The Exhibits Dept. to perform the design services. The design phase is projected to occur through May 2025. Exhibit fabrication and installation is planned for late 2025 to early 2026. Staff will come back to Council at a later date for the approval of the fabrication and installation contract.

Request: Authorize the City Manager, or designee, to execute a professional services agreement with The Exhibits Dept. for a contract not to exceed \$703,825.

Suzanne Hebert, Water Resources Educator, 360-487-7114; Kristin Smith, Water Resources Education Center Supervisor, 360-487-7120

Motion approved the request.

- 4. Interlocal Agreement - Washington State Department of Natural Resources, Pacific Cascade Region (DNR) and City of Vancouver, Vancouver Fire Department for Forestland**

Response and Protection

Staff Report: 095-24

The proposed forestland response agreement (ILA) is substantively unchanged from the previous agreement, which expired on June 6, 2023, but was automatically extended by the DNR until new agreements could be distributed to all mutual-aid agencies for renewal. The new agreement provides for a term ending February 6, 2029, outlining jurisdiction, operational response, cost reimbursement, and dispatch elements of the mutual-aid relationship.

Request: Authorize the City Manager, or designee, to sign the interlocal agreement with Washington State Department of Natural Resources for purposes of mutual aid.

Ron Gibson, Financial Analyst, 360-487-7213

Motion approved the request.

5. 2024 Internet Crimes Against Children (ICAC) Federal Passthrough Grant

Staff Report: 096-24

VPD did not submit a grant application for funding. This is a federal subaward from the Seattle Police Department. In prior years, this federal subaward has been used to procure annual software license fees to enhance ICAC investigation. There is no grant requirement for retention or ongoing costs. However, when this grant program ends, VPD will re-evaluate investigative needs for this software and may come forward with a budget decision package request for General Fund dollars if adequate funding is no longer available from Seattle to continue paying for these software licenses. The Seattle Police Department has awarded \$25,000 in grant funding to support annual software license fees to enhance ICAC investigations.

Request: Authorize the City Manager, or designee, to approve the 2023 ICAC Federal Passthrough Grant.

Jeff Mori, Police Chief, 360-487-7498

Motion approved the request.

6. 2023-2024 Washington Traffic Safety Commission Grants

Staff Report: 097-24

VPD often seeks strategic funding opportunities to provide supplemental funding for public safety programs. These awards provide overtime funding for VPD's Traffic Unit to coordinate and implement regional traffic enforcement activities to address high-risk driving behaviors associated

with injury and fatal accidents, both vehicle and pedestrians and pedal cyclist. The Washington Traffic Safety Commission has awarded \$15,000 in grant funding for regional initiative. The Law Enforcement Liaison grant will provide \$3,000 in overtime reimbursement and the High Visibility Enforcement grant will provide \$12,000 in overtime reimbursement.

Request: Authorize the City Manager, or designee, to approve the 2023-2024 Washington Traffic Safety Commission High Visibility Enforcement Grant and the 2023-2024 Washington Traffic Safety Commission Walker-Roller Grant.

Jeff Mori, Police Chief, 360-487-7498

Motion approved the request.

7. Resolution to Accept Bequests/Cash Donations

Staff Report: 098-24

A RESOLUTION accepting a donation resulting from the bequest of Anna Hammon to support the Vancouver Fire Department.

The City of Vancouver was originally contacted by the niece of Anna Hammon, Claudia L. Barber of Dallas, OR, during May of 2012 by letter stating she was her aunt's personal representative responsible for her final wishes. Barber explained her aunt had passed away on May 1, 2011, aged 99 years, and that Hammon had outlived her only child, Walter, who died at age 67 in 2010.

To date, the Vancouver Fire Department has received \$170,000 from Anna Hammon's bequests "for the purchase of new firefighting and/or lifesaving equipment that is otherwise not already provided for in the City of Vancouver", for which the department is truly grateful. The department has directed these funds to our marine program.

Request: Adopt a resolution to accept \$50,000 Anna Hammon donation from The Community Foundation of Kittitas County.

Ron Gibson, Financial Analyst, 360-487-7213

Motion adopted Resolution M-4274 to approve the request.

8. 2024 First Supplemental Budget

Staff Report: 099-24

AN ORDINANCE relating to the 2023-24 Biennial Budget and making various appropriations in various funds; declaring an emergency.

The first supplemental of 2024 includes administrative items, expenditures

associated with new external revenues, as well as requests based on newly identified needs.

The recommended expenditure appropriation increases for the City's Operating and Capital funds included in the 2024 First Supplemental Budget totals \$38.7 million. An increase of \$30.7 million relates to recommended changes in the Operating budget, with the remaining appropriation increase of \$8.0 million representing changes in capital projects and supporting funding transfers. The Supplemental will result in utilizing \$9.3 million in city resources; of that amount, the General Fund's share is \$4.9 million.

Appropriation increases to the General, Street and Fire funds total \$5.3 million over the biennium. Major items are summarized below.

- Miscellaneous grants include: Burlington Northern Santa Fe Foundation for Vancouver Safe Stay communities; Commerce Planning Grant for comprehensive plan & climate-related activities; Office of Public Defense Grant for indigent defendant services; and Environmental Protection Agency (EPA) Grant for the Brownfield assessment. Grants specific to Public Safety include: Domestic Violence (DV) Stop Grant for DV unit training and cell phones for victims; Internet Crimes Against Children Grant to enhance investigative capabilities; Anna Hammon donation for marine equipment; WA State Department of Health Participation Grant for a Pneumothorax Training Simulator; Community Foundation Grant for match funding for the Project Home Safe Grant; and United Grain Donation for marine equipment and training.*
- New items include: Conversion of several temporary employees in Recreation Services into 4.0 FTE Recreation Specialists and 4.5 FTE Dual Certified Lifeguards; Fourth Plain Commons maintenance utility costs; Vancouver Arts and Music Festival; Personal property box services for homeless; 2024 increases for Liability and Workers Compensation claims costs and Insurance; fleet replacement and 2024 fleet rate model true-up; 2024 Cost Allocation Plan Model true-up; replacement of Police timekeeping software; vehicle for Assistant Police Chief; reserve Fire truck; and temporary help for the Fire Marshal's Office.*

The remaining appropriation increase relates to changes in other operating city funds. Major changes are summarized below:

- Miscellaneous grants include: Community Development Block Grant (CDBG) for additional coronavirus funding; Connecting Housing to Infrastructure Program (CHIP) Grants for Datepark Residence, Lincoln Place II, Parkhouse Vista, and Waterfront Gateway; Urban Forestry Green Workforce Grant for a Summer Green Workforce training program; 2024 Public Education Grants (PEG) to provide upgrades to school studios and equipment.*

- *New items include: adding 0.5 FTE Airport Program Coordinator and reducing 1.0 FTE Senior Civil Engineer consistent with an internal reorganization in the Public Works Wastewater division; new parking pay stations and installation; increase to Lodging Tax Advisory Committee Grant program; funding for Esther Short Park Bell Tower; Marine Park Building remodel for space needs (phase 2); fleet equipment and vehicle replacements; 2024 fleet rate model true-up; realignment of funds for Fleet Services Consultant; 2024 increases for Liability and Workers Compensation claims costs and Insurance; and 2024 Cost Allocation Plan Model true-up.*

The total net Capital Budget appropriation of \$8.0 million (including capital funding) is included in the First Supplemental of 2024. Expenditures by project are outlined in Attachment C to the ordinance. Highlights of Attachment C are listed below:

- *General Capital/Asset Management projects totaling \$1.4 million:*
 - *Fire Station 5 Logistics Warehouse Increase*
 - *Land clearing for construction of Fire Station 6 station replacement*
 - *HVAC Replacement (Water Center & Marine Park)*
- *Parks Capital projects totaling \$5.0 million:*
 - *Civic Gateway Plaza Construction*
 - *Heights Plaza Design*
 - *Oakbrook Community Park (increase)*
 - *Evergreen School Park Improvements*
- *Streets/Transportation Capital projects totaling \$4.2 million:*
 - *Heights District Redevelopment*
 - *Fourth Plain Road Diet (WA Dept of Transportation Grant)*
 - *First Street Utility Relocation*
 - *Hazel Dell Ave & Burnt Bridge Creek Trail Crossing Improvements*
 - *NE 192nd Ave & NE 13th Street Signal Improvement*
 - *Main Street – 5th to 15 budget reduction (Transportation Benefit District funding alignment)*
- *Water/Surfacewater/Wastewater Capital projects budget alignment of - \$12.5 million:*
 - *Ellsworth Well Rehabilitation*
 - *Water Station 4 Hypochlorite Generation System*
 - *Burlington Northern Santa Fe (BNSF) 4th Plain Crossing*
 - *Water Station 3 Reservoir Improvements*
 - *Columbia Way to Columbia River Retrofits*
 - *Wastewater Program Funding*
 - *East Vancouver - North*
 - *Central Vancouver South*
 - *Lagoon Upgrade Engineering Design*
- *Capital funding transfers supporting the City's capital projects budget total \$9.9 million.*

Attachment B of the ordinance outlines changes to full-time equivalent (FTE) employees, with an overall net new increase of 4.0 FTEs recommended in the 2024 First Supplemental. Staffing changes are listed below:

- *Add 4.0 FTE, Recreation Specialists to support the conversion of temporary help staff and provide support for year-round programs and operations of City pools*
- *Add 4.5 FTE, Dual Certified Lifeguards to support the conversion of temporary help staff and provide consistent year-round support for the Learn to Swim and Lifeguard programs*
- *Add 0.5 FTE, Program Coordinator to provide additional support at the Pearson Airport*
- *Reduce 1.0 FTE, Senior Civil Engineer consistent with an internal reorganization in the Public Works Wastewater division*
- *Amendment to Attachment B to correct errors in authorized FTEs within Fire and Parking. There are no monetary impacts to these corrections, they are only administrative in nature:*
 - *Reduce 1.0 FTE, Material Control Coordinator (Fire)*
 - *Reduce 2.0 FTE, Senior Support Specialists (Fire)*
 - *Reduce 0.5 FTE, Support Specialist (Fire)*
 - *Reduce 0.5 FTE, Senior Support Specialist (Economic Prosperity & Housing – Parking)*

Request: On Monday, May 20, 2024, approve the ordinance on first reading, setting the date of second reading and public hearing for Monday, June 3, 2024.

Shannon Olsen, Budget Manager, 360-487-8497

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

Motion approved the request.

9. Approval of Claim Vouchers

Request: Approve claim vouchers for May 20, 2024.

Motion approved claim vouchers in the amount of \$9,630,938.61.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Homeless Emergency Response Update #6

Jamie Spinelli, Homeless Response Manager, discussed the Homeless Emergency Response Update #6.

Community Advisory Committee on Police Update

Eric Holmes, City Manager, discussed the Community Advisory Committee on Police Update.

Adjournment

7:24 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

From: [Darla Daring](#)
To: [City Council](#)
Subject: Public testimony- protesting Vancouver WA hate
Date: Saturday, May 18, 2024 7:41:52 AM

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

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

I will be attending the city council meeting on 5/30/24 to contest the continued use of contract #05116.

To contest illegal spying on phones and computers under the 2024 Internet Crimes Against Children (ICAC) Federal Passthrough Grant.

To contest the 2023-2024 Washington Traffic Safety Commission Grants.

To contest the adoption of \$50,000 without a plan to ensure that money is spent on public infrastructure, not to manager salaries nor overtime.

Contesting the increased City budget. There is no justification to increase the police budget when the police currently employed are sexist pigs who engage in hate speech when responding to victims, if they respond. Repeatedly the police and fire misuse and misappropriate their budgets on criminalizing and arresting people for just living their life. The added budget does nothing to prevent homeless, just gives money to increase your criminalization of people and fund overtime because you cannot hire enough staff or pay liveable wages where overtime is unnecessary.

How do I request an agenda item? In protest of the City of Vancouver's complicity in genocide, I will also be demanding immediate business sanctions on all businesses funding genocides, appearing as a 3% "unethical sourcing" business licensing fee for any company operating in Vancouver that is also funding the murder of Congolese.

From: [Wynn Grcich](#)
To: [Reform Clark County - Rob Anderson](#); [Dollar, Sarah](#); electmichellebelkot@gmail.com;
Victorialeeferrer@gmail.com; [Ken Vance](#)
Subject: Watch "Rebranding "Long COVID"" on YouTube
Date: Tuesday, May 14, 2024 5:51:53 PM

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

https://www.youtube.com/live/d8u8kqOtEv8?si=XAkQgnKr_tl7E5mi please send to council members and MELNECK. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Fwd: Fatal Post COVID-19 mRNA-Vaccine Associated Cerebral Ischemia
Date: Thursday, May 16, 2024 12:39:05 PM

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

From: "Peter A. McCullough, MD, MPH from Courageous Discourse™ with Dr. Peter McCullough & John Leake" <[REDACTED]>
Date: Thu, May 16, 2024 at 2:11 AM
Subject: Fatal Post COVID-19 mRNA-Vaccine Associated Cerebral Ischemia
To: [REDACTED]

Please send to cancel members and MELNECK. Put on public record and confirm that you did. Also I will give you Rev. Frederick Shaw's phone and website., since it is Mental Health Month, the council should have him at the next meeting for mental health racism. He is black. 310 714 5093 email fshawjr@yahoo.com cchr.org Thanks, from Wynn

Forwarded this email? [Subscribe here](#) for more



Fatal Post COVID-19 mRNA-Vaccine Associated Cerebral Ischemia

Harvard Reports Horrific Vaccine Death in 30 Year Old Woman

PETER A. MCCULLOUGH, MD, MPH

MAY 16



READ IN APP 



LISTEN TO POST · 3:30

By Peter A. McCullough, MD, MPH

We are becoming accustomed to unexpected death after COVID-19 among young

persons who have taken one or more injections of the COVID-19 vaccine. It is important to realize that not all deaths after vaccination are cardiac.

A report from [McMillan et al](#) from the Department of Neurology, Harvard Medical School, Beth Israel Deaconess Medical Center, Boston, MA, USA, raised awareness to fatal neurological events that are possible after vaccination.



McMillan N, Rosenberg HJ, Anderson MP, Pal P, Stephenson K, Fehnel CR. Fatal Post COVID mRNA-Vaccine Associated Cerebral Ischemia. *Neurohospitalist*. 2023 Apr;13(2):156-158. doi: 10.1177/19418744221136898. Epub 2022 Dec 5. PMID: 37064937; PMCID: PMC10091442.

“24 hrs after receiving her first dose of the Moderna COVID-19 vaccine, a 30-year-old female developed severe headache. Three weeks later she was admitted with subacute headache and confusion. Imaging initially showed scattered cortical thrombosis with an elevated opening pressure on lumbar puncture. An external ventricular drain was placed, but she continued to have elevated intracranial pressure. Ultimately, she required a hemicraniectomy, but intractable cerebral edema resulted in her death. Pathology was consistent with thrombosis and associated inflammatory response.”

In a clinical trial, one Suspected Unexpected Serious Adverse Reaction (SUSAR) such as this would have put a pause on the entire study and an investigation into why this happened and a call for risk mitigation measures to prevent the same complication from happening to more subjects. Ironically, this case reported at a Harvard hospital had no impact on Harvard University mandating vaccination from May 5, 2021, to [March 5, 2024](#). The FAQ/consent form signed by some of the nations brightest students made no mention of fatal cerebral ischemia and thrombosis as a direct complication of COVID-19 vaccination. I wonder if the editors of [Britannica](#) will fairly record this paradoxical and dangerous time in university history.



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Peter A. McCullough, MD, MPH

President, McCullough Foundation

www.mcculloughfnd.org

McMillan N, Rosenberg HJ, Anderson MP, Pal P, Stephenson K, Fehnel CR. Fatal Post COVID mRNA-Vaccine Associated Cerebral Ischemia. *Neurohospitalist*. 2023 Apr;13(2):156-158. doi: 10.1177/19418744221136898. Epub 2022 Dec 5. PMID: 37064937; PMCID: PMC10091442.

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RESTACK

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From: [Wynn Grich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Fwd: Bird Flu fear campaign being rolled out to push another wave of jabs
Date: Thursday, May 16, 2024 12:43:39 PM

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

From: Natural News [REDACTED]
Date: Wed, May 15, 2024 at 1:53 PM
Subject: Bird Flu fear campaign being rolled out to push another wave of jabs
To: [REDACTED]
Send to council member and MELNECK. Put on public record and confirm that you did. Thanks from Wynn



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Bird Flu fear campaign being rolled out to push another wave of jabs

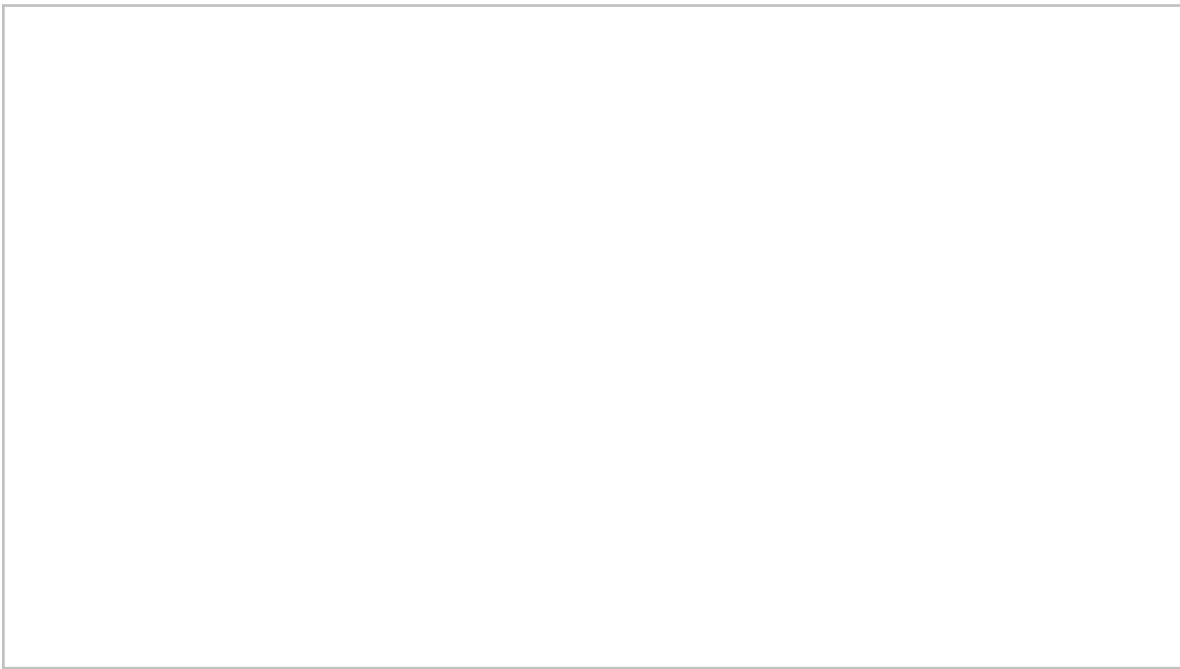


The big Bird Flu psyop is now under way, with one FDA official absurdly claiming it could leap to humans and kill one quarter of the U.S. population.

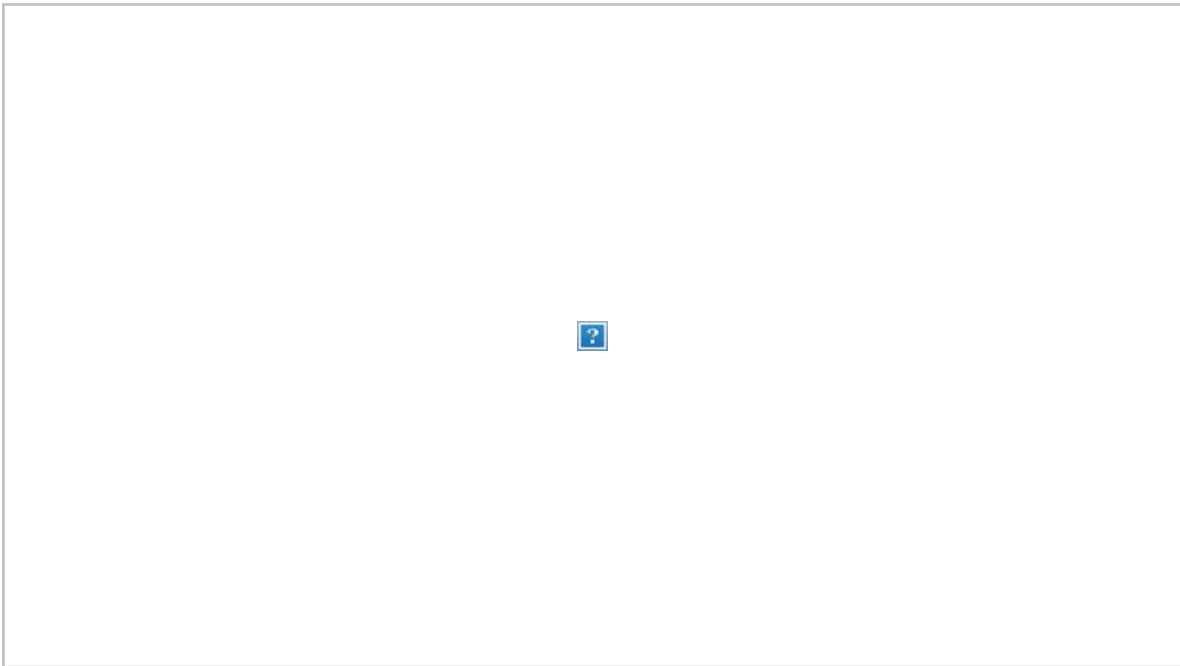
Don't believe a word of it. This is just the next scare phase to push people into another round of deadly jab concoctions.

[We cover all this, plus an eye opening interview with Dmitry Orlov in today's Brighteon Broadcast News here.](#)

Today's Featured Videos



Brighteon Broadcast News, May 14, 2024 - Iran has a secret nuclear weapons program and can decimate Israel with a surprise attack



Clay Clark and Mike Adams share a brutally honest conversation about Trump... the good, the bad and what's coming next

Sponsor: The Health Ranger's [Organic Oregano Essential oil](#) contains no additives, fillers or synthetic chemicals.

WAR THEATER: U.S. aircraft carriers and the ILLUSION of global dominance



War theater: U.S. aircraft carriers and the illusion of global dominance

Support healthy skin and optimal immune health with Organic Chaga Mushrooms



Support healthy skin and optimal immune health with Organic Chaga Mushrooms

[Collagen Peptide Chocolate Coconut Milk Drink Mix](#)

Today's Featured News

[FrankenSkies documentary exposes the chemtrail agenda and its effects on life on Earth](#)



FrankenSkies documentary exposes the chemtrail agenda and its effects on life on Earth

Biden regime under investigation for 2024 ELECTION INTERFERENCE

Biden regime under investigation for 2024 election interference

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Special jabs: Pfizer employees received a "separate and distinct" COVID-19 vaccine, according to leaked Pfizer email



Pfizer just agreed to settle 10,000-plus Zantac cancer lawsuits - but it did it quietly hoping nobody would notice

Sponsor: Protect your eyes from artificial blue light with [Lab-Verified Blue Light Blocking Glasses.](#)

[Tax revenues collapsing in CA as productive citizens flee, causing huge deficit in state finances](#)



Tax revenues collapsing in CA as productive citizens flee, causing huge deficit in state finances

Trump says U.S. government should maintain a "kill list of drug lords"



Trump says U.S. government should maintain a "kill list of drug lords"

Sponsor: Health Ranger Select [Automatic Dishwasher Detergent Powder](#) is made with zero harmful chemicals.

Today's Top Pick From the Health Ranger Store Blog



Science wars: True science is the enemy of the Vaccine Industrial Complex and the Achilles Heel of the Climate Change Hoax

[Colloidal Silver Nasal Spray](#)



More of Today's Articles

Gaza rescue team uncovers third mass grave in ruins of Al-Shifa hospital

Another horrific discovery occurred at Gaza City's Al-Shifa Hospital this week: a third mass grave full of bodies left behind by Israel Defense Forces (IDF). The seventh mass grave to be discovered so far in the Gaza Strip since October 7, this most recent mass grave contained "dozens of... [Read More](#)

UK experiences nationwide airport system outage, unleashing travel chaos

A nationwide "technical issue" reportedly shut down all airports in the United Kingdom this week. Reports claim that a "glitch" in UK Border Force electronic systems caused service at airports throughout England to be delayed, creating long lines and lots of angry customers who... [Read More](#)

Putin authorizes Russian company to take over German chemical company BASF subsidiary

Russian President Vladimir Putin has granted a domestic manufacturer of paints permission to acquire BASF Vostok, a subsidiary of the German chemical giant BASF, following their withdrawal from the country in response to the Ukraine conflict. The domestic enterprise, Lakra Sintez, can buy out 100... [Read More](#)

Former CNN anchor Chris Cuomo admits to taking ivermectin for his vaccine injury

Former CNN anchor Chris Cuomo has admitted to taking the much-maligned antiviral drug ivermectin to address his Wuhan coronavirus (COVID-19) vaccine injury. Cuomo, now with NewsNation, first made mention of his vaccine injury during an interview with fellow vaccine-injured guest Shaun Barcavage on... [Read More](#)

AstraZeneca withdraws COVID-19 injection worldwide after admitting it causes blood clots

AstraZeneca has announced the global withdrawal of its Wuhan coronavirus (COVID-19) injection, following the company's admission that it causes severe side effects. According to the National Pulse, the Anglo-Swedish drug firm applied for a withdrawal of its vaccine's marketing authorization in the... [Read More](#)

President-elect Jose Raul Mulino of Panama vows to SHUT DOWN the Darien Gap

President-elect Jose Raul Mulino of Panama has announced plans to shut down the Darien Gap, a largely undeveloped region in southern Panama crossed through by over 500,000 South American migrants in 2023 on their way north to the United States border. The Darien Gap has become an increasingly popular... [Read More](#)

The Israel lobby is First Amendment's "principal enemy," former senior diplomat warns

Amid pro-Palestinian demonstrations condemning Israel's genocidal acts in Gaza, the Antisemitism Awareness Act was passed in Congress. For former Ambassador of the United States to Saudi Arabia Chas W. Freeman Jr., the Israel lobby that pushed for the legislation is the "principal enemy"... [Read More](#)

RFK Jr. supports abortion "even if it's full term": Decision should be left to the mother rather than the state, he says

Independent presidential candidate Robert F. Kennedy Jr. has confirmed in an interview that he approves of abortion even during the last stages of the pregnancy. During an interview with podcaster and former ESPN host Sage Steele, she asked Kennedy what the limit should be for women to have an... [Read More](#)

Netanyahu proposes establishing a civilian government in Gaza while his troops continue to slaughter more civilians

Prime Minister Benjamin Netanyahu shared his vision for the future governance of Gaza, expressing a desire for a demilitarized civilian administration supported by Saudi Arabia and the United Arab Emirates. In an interview with U.S. talk show host Dr. Phil, Netanyahu emphasized the importance of... [Read More](#)

Kenyan lawyer urges 79 nations to reject EU treaty pushing LGBT and pro-abortion agendas

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Netanyahu's war cabinet approves "calibrated expansion" of Rafah invasion to appease U.S.

Prime Minister Benjamin Netanyahu's war cabinet has reportedly greenlit a "calibrated expansion" of Israel's operations within Rafah, a densely populated city in southern Gaza. This decision follows President Joe Biden's ultimatum to stop supplying offensive weaponry to Israel should the... [Read More](#)

POLL: Trump leads Biden in five of six key swing states

A recent poll reveals that former President Donald Trump leads President Joe Biden in five of six key battleground states in a hypothetical head-to-head general election match-up. The poll was conducted by the New York Times, Siena College and the Philadelphia Inquirer among 4,097 registered voters in... [Read More](#)

Trump's youngest son declines to be RNC delegate due to prior commitments

Former President Donald Trump's youngest son, Barron, has declined to be a delegate to the Republican National Convention, according to the office of his mother, former First Lady Melania Trump. "While Barron is honored to have been chosen as a delegate by the Florida Republican Party, he... [Read More](#)

Jerusalem's wall: The ruins in the City of David archeological site could prove the Bible was true

Researchers have reported discovering a site in the ruins of ancient Jerusalem that could corroborate the Bible's account of certain events. Experts have long presumed that one stretch of wall in the original heart of the city was built by Hezekiah, King of Judah who reigned between the seventh and... [Read More](#)

U.S. says Israel violated international weapons laws by using U.S. weapons to slaughter civilians

The Biden regime released a report this week indicating that there are reasonable grounds to believe that Israel committed, and still is committing, war crimes using weapons supplied to the Netanyahu regime by the United States. According to the State Department document, Israel is believed to have... [Read More](#)

Egypt to join South Africa in ICJ genocide case against Israel

Since the political nation-state that calls itself Israel is becoming progressively more violent and ruthless towards those who remain in Gaza, Cairo is stepping in to join South Africa in pursuing a war crimes case at the International Court of Justice (ICJ). The suit out of South Africa alleges... [Read More](#)

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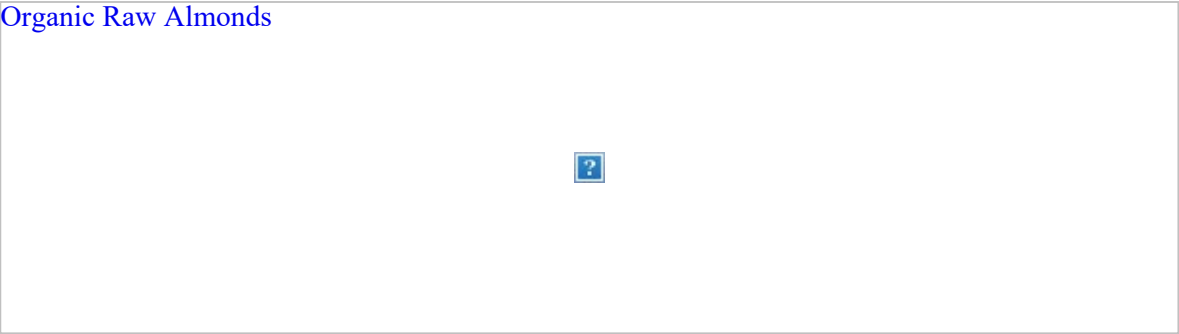
energy boost. Doing this ensures that when you are dealing with an emergency, you can keep up your energy while managing different tasks around your homestead... [Read More](#)

Target downsizes LGBT Pride products after last year's backlash

Ahead of LGBT Pride celebrations next month, big-box retailer Target will be downsizing its LGBT productsafter last year's backlash. Citing people informed of the issue who spoke on condition of anonymity, Bloomberg News reported that the Minneapolis-based company won't sell LGBT-themed merchandise... [Read More](#)

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MEMORANDUM

DATE: June 10, 2024

TO: Mayor and City Council

FROM: Eric Holmes, City Manager
Lon Pluckhahn, Deputy City Manager

RE: **Green Building Policy Strategies and Frameworks**

CC: Rebecca Small, Senior Policy Analyst, CMO
Chad Eiken, Director, CDD
Chim Chune Ko, Real Estate Project Manager, EP&H

Purpose

This memo provides a briefing for Council on the policy strategies and frameworks currently under consideration for the City's first green building policy.

Background

The City is developing its first green building policy to reduce greenhouse gas (GHG) emissions, promote climate resilience, and protect the local ecosystem. This aligns with the City's goal of achieving carbon neutrality by 2040, as outlined in the Climate Action Framework (CAF). Buildings account for 28% of Vancouver's community wide GHG emissions and 58% of municipal emissions. High-performance, energy-efficient buildings can also advance equity by reducing utility costs and protecting vulnerable residents from climate hazards.

At the March 25, 2024, City Council meeting, staff presented an overview of the green building policy project, detailing its scope, development process, timeline, community engagement strategy, and planned implementation mechanisms. This memo, along with the upcoming May 20 workshop, builds on that initial overview by presenting additional strategies and policy frameworks based on research and early stakeholder discussions.

Policy Considerations

With support from project consultant Sustainable Solutions Group (SSG), the project team has compiled a report of possible strategies for the Green Building Policy (see **Attachment A – Recommended Best Practices**). These strategies address three priority areas identified in the CAF:

1. Reducing Greenhouse Gas Emissions

These strategies aim to reduce or eliminate greenhouse gas (GHG) emissions associated with both building construction and lifetime operation beyond the minimum State Building Code standards:

- **Enhancing building efficiency:** Reducing the overall energy required for building operations, including space heating and cooling, water heating, cooking, and appliance use, regardless of the energy source.
- **Using clean energy:** Transition to non-emitting, renewable energy sources for building operations, either through on-site generation like solar panels or by sourcing from renewable utility providers.
- **Lowering embodied carbon:** Reduce GHG emissions from building materials considering manufacturing, transportation, maintenance, and disposal.

2. Climate Resilience

The following strategies aim to create safeguards for building occupants against the impacts of climate change, such as health hazards or power outages:

- **Heat Mitigation:** Reducing heat absorption through shading, reflective materials, and strategic color choices. This also involves designing HVAC systems that can maintain comfortable indoor temperatures during extreme heat.
- **Ensuring Safe Interior Air Quality:** Utilizing high-efficiency air filters, mitigating indoor air pollution sources, and implementing measures to prevent pollutants from entering buildings, especially during wildfires.
- **Power Security:** Incorporating features that ensure safety and continuity during emergencies, such as backup power systems to maintain essential services during power outages or measures to shift power demand to off-peak times.

3. Ecosystems Protection

These policies aim to improve environmental health by promoting native biodiversity and protecting at-risk species that can be adversely impacted by building features:

- **Bird-Friendly Design:** Use bird-friendly window treatments and Dark Sky-compliant lighting to reduce bird collisions and minimize disruption to nocturnal animals.
- **Drought-Tolerant, Native Plants:** Promote landscaping with native and drought-tolerant plants, reducing water use and supporting local pollinators.
- **Stormwater Protection:** Use designs that allow natural stormwater infiltration, such as permeable pavements and rain gardens, reducing runoff and pollution.

Policy Frameworks

Beyond specific strategies, the policy development process considers the overall structure of the policy, focusing on simplicity, flexibility, cost, and ease of implementation for both City staff and developers. Stakeholder input is crucial, with discussions involving a Technical Advisory Group and several Focus Group meetings (see Attachment B – Engagement Strategy). The frameworks under consideration include:

- **Compliance with a Single Benchmark or Certification:** For example, requiring LEED Platinum certification or achieving a specific energy use intensity target.
- **Choose from Defined Pathways:** This approach allows flexibility, where developers can pursue a basic minimum standard, an accredited certification like LEED, or a more ambitious target.
- **Cafeteria-Style Selection of Features:** Developers can choose from a menu of different sustainability strategies to meet the green building requirements.

Context

Vancouver's policy must align with the following state laws and codes, each of which could affect the strategies under consideration:

- **Clean Energy Transformation Act (CETA):** This law requires Washington's electrical utilities to achieve carbon-neutral power by 2030 and emissions-free power by 2045. All-electric buildings would follow the utility's pathway to carbon neutrality within the decade.
- **Climate Commitment Act (CCA):** This cap-and-invest program caps emission levels and creates a financial incentive for significant carbon-generating businesses, including NW Natural, to reduce emissions. However, this act may face repeal by voters in November.
- **Washington State Energy Code (WSEC):** Although more progressive than most state energy codes, WSEC may not meet the City's ambitious CAF goals. State law may also limit the City's ability to mandate stricter standards, potentially requiring incentives to encourage advanced building practices.

Other considerations

- **Cost to Developers and Impact on Affordability:** SSG will model selected policies to assess GHG reduction potential against the costs involved.
- **Equity Considerations:** This involves examining the health impacts of climate change and identifying the most affected communities.
- **Impact on City Staff:** Assess the burden on Development Review and determine the level of oversight and expertise required for policy implementation.

Outreach process and next steps

Community engagement for policy development is in progress. The first of three Technical Advisory Group meetings took place on April 30, 2024, and staff are currently working with stakeholders to plan roundtable discussions, focus group meetings, and a public workshop that will take place during May and June. Additionally, SSG is preparing

a survey designed to gather feedback from stakeholders who may want to contribute to the process but might not be able to commit to extended discussions.

Staff will present a draft policy and proposed amendments to VMC 17 at a City Council workshop scheduled for August 19, 2024. This will be an opportunity for further discussion and input on the direction of the green building policy.

Attachments

Attachment A: Best Practices Report

Attachment B: Engagement Timeline and Event Summary



CITY OF
Vancouver
WASHINGTON

Green Building Policy Workshop 1

Rebecca Small, Senior Policy Analyst
Chad Eiken, Community Development Director
June 10, 2024

Policy Priorities

Outlined in the Climate Action Framework

Reduce Greenhouse Gas (GHG) Emissions

- Energy efficiency
- Renewable energy
- Embodied carbon vs. lifetime operational emissions

Equity and Climate Resilience

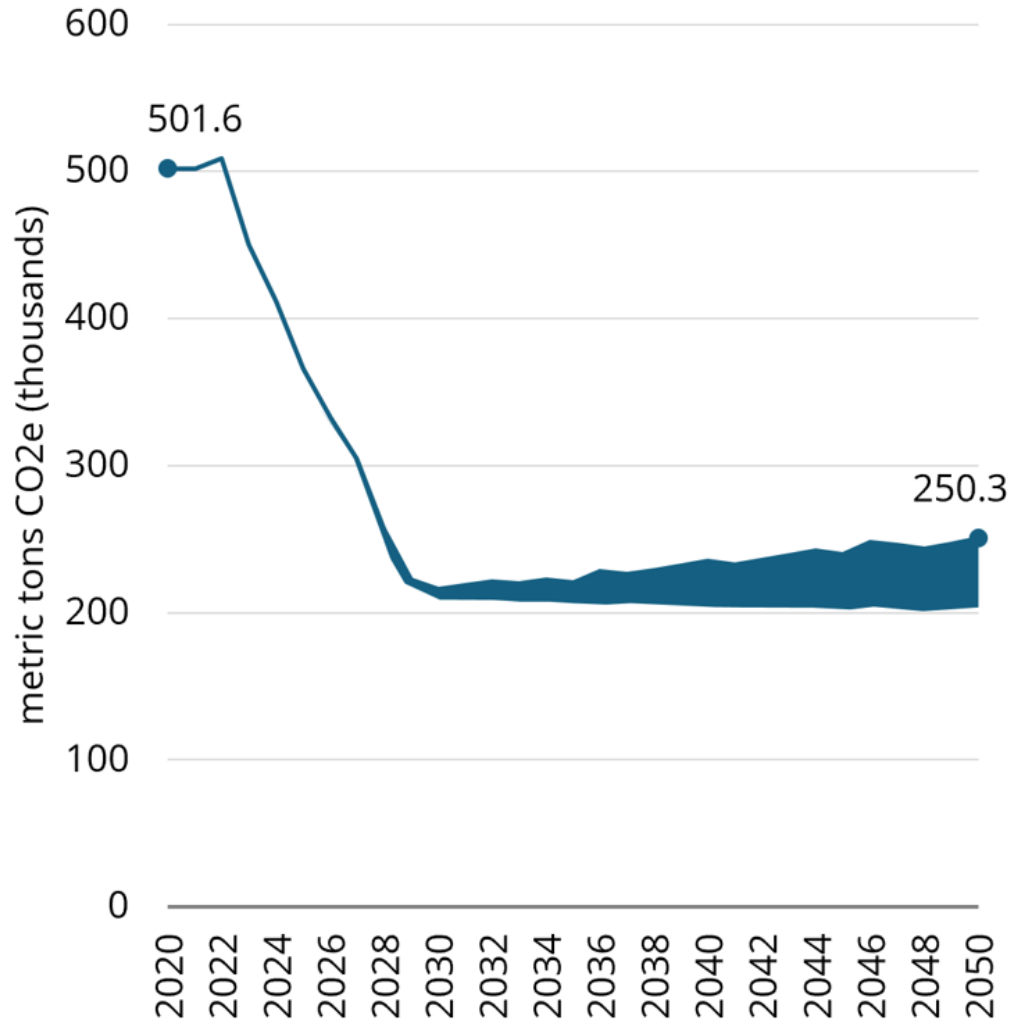
- Air conditioning
- Indoor air quality
- Power security
- Urban heat management

Ecosystems/Natural Systems

- Bird-friendly design
- Dark Sky compliant
- Salmon-friendly
- Tree, vegetation, and soil conservation



Total Emissions from new buildings without new policies (modeled)



Context

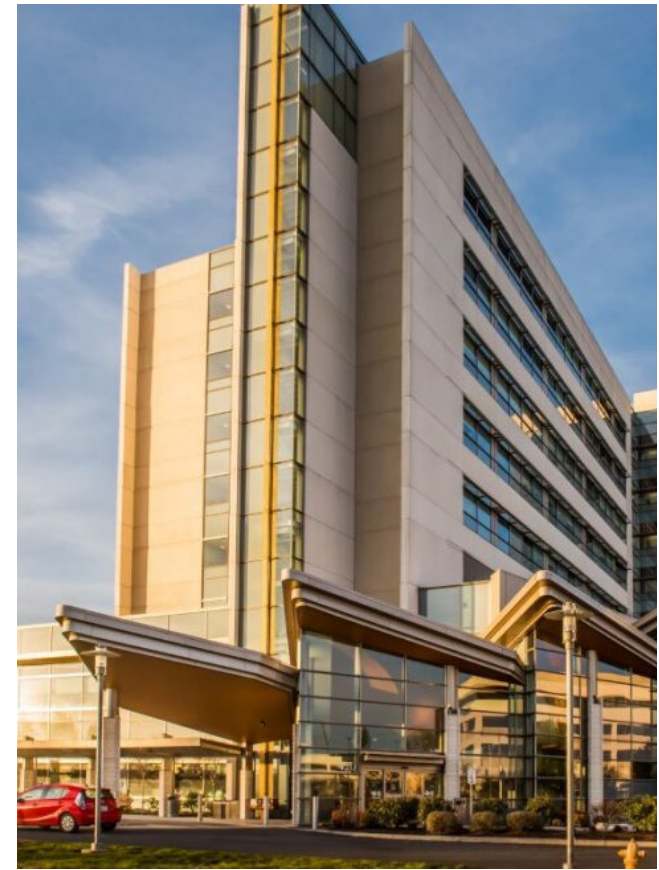
- WA already has very strong building codes
- Compliance with State code alone will not enable Vancouver to meet its climate action goals.
- State codes emphasize performance but not resilience or ecosystem protection



Scope

Buildings covered under this policy

- New construction – private sector (residential, commercial, industrial)
- New Construction – municipal facilities
- Existing municipal facilities



Policy Frameworks under consideration

- One set standard (e.g., LEED Platinum or an Energy Use Intensity target) (like Tacoma municipal policy)
- Choose one of several defined pathways to compliance (like Seattle, WA)
- Cafeteria-style selection of features (like Redmond, WA)



Mandatory or Incentive-based

Mandatory

- Which policy elements merit mandates?
- What is the City *allowed* to mandate?
- Burden to new development?

Incentives

- Pathway to exceed state code in some areas.
- “Free” to the City or at cost to the City?





GHG Emissions

Energy and Performance

- Power Source
- Energy Efficiency
 - Airtight buildings
 - Reduced thermal bridging
 - Digital controls for HVAC and lighting
 - Efficient appliances and building systems



GHG Emissions

Embodied Carbon

- Relative significance to overall building emissions
- Opportunities and barriers
 - Material life cycle assessment
 - Waste reuse and management



Climate Resilience

Energy Management

- On-site renewable energy generation
- Energy storage
- Backup power systems
- Peak load shaving



Climate Resilience

Heat management

- Greenery standards
- Cool roofs
- Air conditioning requirement





Climate Resilience

Climate Resilience

- Air filtration standards
- Building envelope tightness
- Reducing existing emission sources



Ecology and Natural Systems

Reduce impacts

- Bird-safe design
- Dark Sky compliant
- Tree Preservation



Ecology and Natural Systems

Mitigation

- Native plants
- Greenspace requirements
- Soil conservation
- Ecological, stormwater management systems



Considerations

- Cost and effectiveness of strategies
- Staff resources required for implementation
- Impact of CETA, CCA, WSEC-C progressive standards
- How the requirements evolve with future building state codes



Next Steps

- Continued stakeholder engagement
- Cost/impact modeling of preferred policies
- Council Workshop on Aug. 19th – draft policy and proposed building code amendments.





New Green Building Policy

Recommended Best Practices Report

Prepared by SSG, Dave Walsh Consulting, and Farallon Consultants Limited

Prepared for City of Vancouver, WA

April 2024 - Draft V1

Contents

1. Introduction	1
CAF Summary and City Targets	1
Useful Terminologies	2
2. Frameworks and Governance	6
State Code Coordination Overview	6
Policy Frameworks Overview	7
City Vision and Goals for New Buildings	8
Policy Compliance Pathways	8
Green Building Policy Governance	12
3. Energy and Performance	15
Energy and Emissions Performance Targets	15
Mechanical Systems	16
Air-tightness	17
Benchmarking and Reporting	17
4. Climate and Environmental Impacts	18
Embodied Carbon and Life-cycle Assessment	18
Water Use	19
Deconstruction Waste	19
Construction Waste Management	20
Waste Collection Infrastructure	20
Electric Vehicle Charging	21
Bicycle Parking and Amenities	22
5. Climate Resilience	23
Zero Emission Energy and Storage	23
Sustainable Roofing	24
Cool Paving	25
Hazard Avoidance	25
6. Ecology and Natural Systems	26
Bird-friendly Design	26
Outdoor Lighting/Dark Sky Compliant	27
Salmon-friendly Developments	27
Tree, Vegetation, and Soil Conservation	28
7. Existing Municipal Buildings	29
8. In Closing	35

1. Introduction

CAF Summary and City Targets

In December 2022, the City of Vancouver established one of the nation's most ambitious climate action goals: an 80% reduction in community and corporate greenhouse gas emissions by 2030, with carbon neutrality targeted by 2040. This landmark commitment underscores Vancouver's leadership in combating climate change and fostering sustainability.

Central to Vancouver's strategy is the Climate Action Framework (CAF), emphasizing emissions reduction in buildings and transportation while promoting efficient land use and resilient natural systems. The Green Building Policy (GBP) is a pivotal initiative from the CAF that is aimed at setting stringent energy-efficiency and resiliency standards for buildings, both public and private.

This report presents best practice recommendations for new construction and existing municipal building policies. It is important to note that these two building categories are only part of the much broader stock of buildings within city boundaries. Given the number of existing buildings, energy efficiency retrofits will be required to achieve the greenhouse gas emission reductions needed to achieve the CAF goals. Requiring new construction to be high performance avoids the fossil fuel technology lock-in problem that many existing buildings suffer, and ensures that future development does not adversely impact the city's progress toward meeting emission reduction targets.

This research encapsulates previous work reported in the following documents:

1. Context review for City of Vancouver
2. Existing & planned facilities review
3. Peer cities scan
4. Code audit & gap analysis
5. Strategies research

The recommendations in this report are typically structured as: Recommendation, Rationale, Implementation in Other Jurisdictions. The third category is sometimes omitted as it is unnecessary or occasionally there are no immediate, notable best practice examples at hand.

The authors acknowledge the breadth and depth of the green buildings policy topic and note that to capture all potential recommendations would be challenging in a single report of this nature. Such comprehensive efforts can be found in programs like LEED, The Living Building Challenge, Passive House Institute, and others. The recommendations included here are deemed to be some of the most important to the City in achieving its Climate Action Framework goals.

Useful Terminologies

Green Buildings

The World Green Building Council defines the sustainable built environment as one that “*protects and enhances people, places and the natural environment, and is critical to reducing greenhouse gas emissions and tackling the climate crisis.*”

Environmental priorities are balanced alongside socio-economic development, including economic growth, human health and equity. This holistic approach to sustainable development should be applied throughout the entire lifecycle of a building—from material sourcing, to design, construction, operation and end of life.”¹

Features of green buildings vary, but typically include:²

- Efficient use of resources, including energy, water, and construction materials;
- Renewable energy use and generation (e.g., solar energy);
- Inclusion of waste reduction, re-use, and recycling measures;
- Good indoor environmental air quality;
- Use of non-toxic, ethical, and sustainable materials;
- Consideration of the environment in design, construction, and operation;
- Consideration of the quality of life of occupants in design, construction, and operation; and/or
- A design that enables adaptation to a changing environment.

Net-zero Carbon Buildings and Zero Carbon Buildings

A net-zero carbon building is a highly efficient building that achieves a zero balance of carbon emissions emitted during operations.³ The minimum criteria included to define a zero operating emissions building is a building that is:⁴

1. Highly energy efficient;
2. Free of on-site emissions from energy use; and
3. Powered solely from clean energy.

¹ World Green Building Council. [What is a Sustainable Built Environment?](#)

² Adapted from Architecture Art Designs. [Green Buildings: What They Are, How They Work, And Why They Matter.](#)

³ US Green Building Council. [Net zero.](#)

⁴ US Department of Energy Efficiency & Renewable Energy. [National Definition for a Zero Emissions Building.](#)

This US Department of Energy Efficiency & Renewable Energy definition further notes that reducing the whole life cycle emissions of a building also requires minimizing the embodied carbon of the building as well as minimizing the impacts of refrigerants.

For operational emissions, if the total amount of energy produced and consumed in a building over the course of, say, a year are equal, the building could legitimately claim that its net energy consumption is zero. If that energy is provided exclusively by renewable energy sources, the building could claim net-zero emissions.

However, if the energy consumed is greater than produced and/or the energy consumed is not from renewable sources, the options to achieve net-zero emissions are limited. Remaining emissions are typically balanced by buying carbon offsets. Several issues have emerged which challenge the legitimacy of buying offsets, however. These include:

1. Efforts to remove carbon dioxide by planting trees under a carbon offset program (for example) remove carbon dioxide slowly over future decades. Climate feedbacks mean that emission reductions today are more helpful to mitigating global warming than reductions that are postponed.
2. Some carbon offsets are illegitimate, presenting uncertainty that a purchased carbon offset will in fact remove carbon dioxide from the atmosphere. Some regulators have thus moved to limit carbon offset use.
3. Some emissions cannot be offset through carbon offsets directly. For example, if most greenhouse gas emissions from a building are in the form of methane, then buying carbon dioxide offsets will not be as effective as investing in methane emission reductions, as methane and carbon dioxide act in different ways and over different timescales in the atmosphere.
4. Many carbon offsets are not actually designed to remove carbon dioxide from the atmosphere but to improve the economics of a fuel switching initiative. While fuel switching is an important way of reducing greenhouse gas emissions, it's important to remember that buying carbon offsets from a pool will not guarantee that the purchasing organization's "net" emissions will actually be offset on a physical basis.

Given these issues, it is recommended that the City of Vancouver focus more on directly reducing greenhouse gas emissions, and less on achieving a "net" reduction with the help of carbon offsets.

Intensity Targets vs. Absolute Targets

Energy intensity metrics (e.g., kWh/year/unit of building area) and greenhouse gas emission intensity metrics (e.g., metric tons of CO₂e/year/unit of building area) are useful ways of comparing the performance of one building relative to other buildings, or to standards. While improving the relative performance of a building is important, the City of Vancouver could also keep in mind that only the total greenhouse emissions of buildings are meaningful in terms of mitigating climate change. Put another way, the climate responds to total anthropogenic emissions, not to emission intensities. If, for example, a city is successful in reducing its emission intensity by 50%, but subsequently doubles its total building area, then its total greenhouse gas emissions would remain unchanged. If a building or a city is to achieve zero greenhouse emissions, then its greenhouse emission intensity must also be zero.

Washington State Electrification Context

Efforts within the City of Vancouver to reduce greenhouse gas emissions take place in the context of the Washington State electricity system. If buildings in the city are electrified without thought to the timing of new electricity demand, then the resulting additional demands on the electricity system may cause electrical utilities to slow the pace of electrification, until investments in grid infrastructure catch up. The City can help support state-wide electrification by requiring new buildings to have the built-in capacity to shift the timing of their electricity demand for heating and cooling (for example by means of thermal mass or thermal storage), and to shift the timing of other electrical demand with batteries. Metrics for “peak shifting” could include the number of hours which demand could be shifted away from peak times, with a mandatory minimum of two hours.

For example, an energy-efficient building with adequate thermal mass can shift the timing of electricity consumption for space heating by several hours, by preheating the building for several hours before the time of peak morning demand, then “coasting” through this peak demand period. With respect to water heating, a heat pump water heater with adequate storage capacity can meet demand in a single detached home by operating for 2 hours at any time within a 24-hour cycle.

Building Codes and Building Performance Standards

Building codes and building standards are both regulatory measures aimed at ensuring safety, functionality, and quality in the construction industry, but they differ in scope, enforceability, and applicability.

Building codes are legal regulations enforced by government authorities. Compliance with building codes is required by law and is enforced through building permits, inspections, and regulatory oversight. Non-compliance can result in penalties, fines, or legal consequences. Building codes

specify minimum requirements for construction practices, materials, and building systems to ensure safety, health, and welfare of occupants. Codes cover a wide range of aspects including structural integrity, fire safety, energy efficiency, accessibility, and sanitation.

Building performance standards are outcome-oriented, focusing on achieving specific performance goals or targets. They emphasize measurable outcomes such as energy consumption, greenhouse gas emissions, indoor environmental quality, or occupant comfort, rather than prescribing specific design or construction methods. Building performance standards often aim for higher levels of efficiency or sustainability beyond the requirements of building codes. In most jurisdictions, compliance is voluntary and encouraged through incentives like tax credits, grants, recognition programs, and expedited permitting.

2. Frameworks and Governance

State Code Coordination Overview

Subject to approval by the State Building Code Council, cities in Washington can develop local amendments to the State's model building codes, including sustainability requirements. In addition to required code building code amendments addressing sustainability, cities may link the voluntary participation of city incentive programs with the project achieving exemplary levels of sustainability performance such as requiring an all-electric building with heat pumps for heating and cooling.

In conjunction with a renewable fuel mix for the electric grid, the path to decarbonizing buildings often involves the use of heat pumps for heating and cooling. It's important to clarify that the State's Energy Code does not require heat pumps, rather, projects must attain a required number of points for energy code compliance, and conceivably, a project could reach the required number of points using fossil fuel for heating and cooling. To avoid the fraught topic of requiring heat pumps outright, a city could make use of heat pumps a prerequisite to participating in a voluntary incentive program.

Although the Washington State Energy Code is considered progressive compared to those of most states, complying with it will not meet the City's ambitious Climate Action Framework goals. For example, the City can realize increased energy efficiency and reduced GHG emissions in new commercial buildings by adopting more stringent local amendments to the Washington State Commercial Energy Code - Commercial (WSEC-C). One pathway to incorporate more stringent local commercial energy code requirements is adopting most of the Seattle Energy Code in lieu of the WSEC-C. The city of Shoreline, Bellingham, and unincorporated King County have already adopted the Seattle Energy Code in lieu of the WSEC-C.

For residential new construction (which includes substantial alterations and substantial renovations) Washington State law prevents cities and other local jurisdictions from adopting amendments to the Washington State Energy Code - Residential.⁵ One option to achieve better than state code energy performance in residential construction is triggering deeper energy efficiency requirements if a project voluntarily elects to participate in City incentive programs such as departure from by-right land use requirements. In this situation, land use incentives would need to be coordinated and calibrated with the increased energy efficiency target.

⁵ See RCW 19.27A.015 State energy code—Minimum and maximum energy code.

Policy Frameworks Overview

To encourage the development sector and building industry to implement sustainability strategies that are financially infeasible in the current economic market, incentives can play a pivotal role in motivating first-movers, introducing new technologies and materials to stakeholders, while also accomplishing the City's set of sustainability goals.

Although outside the scope of this Policy which is focused on buildings, land use incentives, if correctly calibrated, set the stage for implementing financially feasible sustainability and decarbonization strategies in buildings. Specifically, by allowing an increased Floor Area Ratio (FAR) and/or additional building height, a developer may be able to offset the additional first capital costs of sustainability strategies with the promise of greater financial return and the economies of scale from a larger project.

One approach gaining acceptance is offering a menu of incentive options within each category of the City's priorities. Project developers may choose one or more incentive options within each category, however, they must select at least one incentive choice per category. By making one incentive per category mandatory, it assures the City that projects participating in the voluntary incentive program are moving the City forward in all of their goals, and not overusing one incentive path while neglecting holistic progress.

Each incentive has a weighted point value, with the higher point incentives being ones that are currently financially challenging, a high priority for the City, or a combination of these two factors. Providing the menu of incentives and their point values available online in an interactive spreadsheet, enables developers to try out multiple "what if" scenarios and find the balance point between additional development costs and the financial benefits from additional FAR and other incentives.

Over time as the financial feasibility of specific strategies improve—for example as the cost of lower carbon materials drop with increased manufacturing capacity—the incentive point value should taper downward. Concurrently as these same strategies become commonplace and adopted as business-as-usual, there should be gradual increase of mandatory sustainability performance in building code requirements. This double taper—with initially high incentives tapering down to no incentives and initially no mandatory requirements tapering up increasing levels of performance—is one way to motivate first mover developers while elevating sustainability performance over time.

City Vision and Goals for New Buildings

Recommendation

The City should establish and communicate an ethos for new buildings that includes a clear vision statement and goals.

Rationale

Expressing a vision and goals for what new buildings can achieve in Vancouver is important to guiding and inspiring the community and developers. These set expectations and make clear the City's intentions when approving new building permits. Some examples of elements to include are:

- Affordability targets;
- Energy efficiency and emissions targets;
- Urban fabric and design intentions;
- Compact, complete communities intentions (including transportation modes);
- Preferred aesthetics indications; and
- Goals for different buildings categories.

Policy Compliance Pathways

Permit Application Sustainability Checklists

Recommendation

The City should develop a standardized green construction requirements online checklist to clarify the menu of available compliance paths, which sustainability provisions/strategies are mandatory and which are optional, and the documentation required in the permit application to the City.

Rationale

This checklist will help applicants to provide a complete submittal and reduce uncertainty whether the applicant has satisfied the green buildings requirement. By requiring applicants to indicate where in the submitted drawings or information the documentation is found, the checklist also reduces the time for plan reviewers to assess the application.

Implementation in Other Jurisdictions

The City of Boise, ID and the City of Denver, Co both use checklists to provide an overview of requirements and the location of the documentation. The Denver example, which is Excel-based, also groups the required and optional sustainability strategies by topic (i.e., site sustainability or

commercial energy) which corresponds to chapters in Denver's Green Building Code. Each strategy selected is worth one point toward the minimum number of required points for each topic/chapter.

Incentive Policies

Recommendation

The City's Green Building Policy should award development incentives if proposed developments commit to achieving green building outcomes required or preferred by the City.

Rationale

Achieving green building goals will be easier if developers receive some benefit for using City-prescribed approaches. Developer benefits could include:

- Priority permit processing;
- Recognition;
- Increased density, floor-area ratio (FAR), and/or height; and
- Lot size and setback exceptions.

Such incentives would not increase costs for the City of Vancouver, but will result in real financial gains for developers.

Implementation in Other Jurisdictions

Miami21, Miami's form-based zoning code, offers height and density bonuses for green buildings to further incentivize sustainable building design.⁶ Seattle Priority Green Expedited program offers shorter construction permitting processes for meeting green building certification requirements.⁷

Recommendation

Base permit fees and the speed of permit application approvals on the scores achieved on the sustainability checklist for the proposed building.

Rationale

This provides extra incentive for builders to excel in sustainable construction and building operation and further signals the City's sustainability intentions.

Implementation in Other Jurisdictions

Saanich is a suburb of Victoria, British Columbia. *"Saanich has developed incentives to encourage Built Green and other similar energy-efficient buildings. Incentives include rebates on building permit fees,*

⁶ See [Miami21-Green Buildings](#).

⁷ See [Seattle Priority Green Expedited - Overview](#).

front-of-the-line service for “green” building permits, design assistance for energy efficiency, assistance in filling out applications for rebates and other government grants/programs, free Energuide assessments and testing, and marketing assistance/support when selling homes.”⁸

Recommendation

Take advantage of the City of Vancouver’s purchasing power to negotiate corporate pricing agreements for the equipment (e.g., heat pumps) and materials (e.g., insulation) required to build new buildings, and to renovate existing buildings.

Rationale

The cost of certain technologies to builders and to owners who maintain buildings can be a barrier to implementation. The City’s purchasing professionals are in a position to use their experience and the City’s purchasing power to negotiate bulk or collective purchase agreements directly with product manufacturers. With agreements with multiple suppliers, the City can offer discount codes to builders. The builders save on costs and the arrangement provides another opportunity for positive builder-City dynamics

Implementation in Other Jurisdictions

In an effort to reduce the cost of implementing heat pumps, in 2022 the European Union issued a Request for Proposals to “... *support collective purchase and procurement actions aiming at significantly reducing the product and/or installation prices by creating large-scale demand for well-specified (ranges of) heat pump products.*”⁹

Recommendation

Help lower the capital cost of energy efficiency (e.g., higher efficiency building construction, heat pumps, and so on) by taking advantage of the City’s access to lower-cost financing in the form of conventional municipal bonds.¹⁰ The City can also access grants from federal agencies (e.g., the US EPA Municipal Bonds and Green Bonds program).¹¹

Rationale

Although the lifecycle cost of owning an energy efficient building is lower than that of a conventional fossil-fueled building, the initial cost of energy efficiency measures to builders can be a barrier.

⁸ District of Saanich. 2008. [Official Community Plan](#).

⁹ See [Accelerating deployment and affordability of heat pumps through collective purchase actions and procurement](#). European Commission.

¹⁰ See [Types of Municipal Debt](#).

¹¹ See [EPA, EPA, Municipal Bonds and Green Bonds](#).

Implementation in Other Jurisdictions

The Town of Babylon in New York State manages the “Long Island Green Homes” program which lends building owners the funds required for energy efficiency measures, at a fixed interest rate of 3%.¹²

Mandatory Policies

Recommendation

The City’s Green Building Policy should include mandatory policies in order to ensure new buildings achieve the City’s vision and goals for new buildings.

Rationale

Optional policies have proven in many jurisdictions to be insufficient in achieving outcomes like affordability and energy efficiency. Voluntary or optional approaches result in developers choosing the path of least resistance/highest margins at the expense of green building and affordability goals. Mandatory policies are the best way to ensure achievement of desired outcomes. Mandatory policies could include elements for:

- Affordable housing units;
- Accessibility;
- Energy efficiency intensity limits;
- Operations emissions intensity limits;
- Embedded carbon limits;
- Vegetation requirements;
- Stormwater infiltration requirements;
- On-site renewable energy generation requirements;
- EV charging infrastructure requirements; and
- Achieving third party certification.

Third-party Certification

Recommendation

The City should not require third-party green building certification. Instead, the GBP can award green building incentive program points if the developer certifies a project. The City could consider requiring third-party certification if a development is requesting significant zoning departures.

¹² See the [Long Island Green Homes program](#).

Rationale

Requiring third-party certification could prove detrimental to development interest in the city. Offering it as an optional incentive indicates the City's preference for certified approaches without the risks requirement may present. Recommended third-party certifications are:

- LEED Gold minimum, with maximum points in energy efficiency required;
- Built Green 5 Star minimum, achieving maximum points in energy improvement categories;
- Living Building Challenge 4.0 minimum Living certification; or
- PHIUS+ certification.

Implementation in Other Jurisdictions

Redmond offers LEED and Built Green incentive options. Seattle offers options for all four certifications and allows certain developments to request for zoning departures to attain certification. Both Massachusetts and New York include PHIUS into their stretch codes.

Green Building Policy Governance

Staff Capacity Considerations

Recommendation

When compliance with a third-party green building certification is sought, require the architect or a credentialed third-party sustainability consultant to attest (with appropriate documentation) that the project has fully complied with that credit or level of certification.

Rationale

Instead of having City staff become familiar with and review LEED credit compliance data, rely on an attestation of a green building professional, such as the architect or LEED consultant, to reduce the City's workload.

Implementation in Other Jurisdictions

The City of Seattle Green Building Standard (SDCI Director's Rule 4-2021) requires certification from an independent third-party organization (such as a LEED consultant) that the submitted project meets the green building standard required by the City's incentive program.

Information Management

Recommendation

The City should host all information needed to navigate new building development permit applications, sustainability checklists, mandatory elements, and incentives on the City website.

Rationale

Information should be easy to navigate, with complete details on options available to developers for compliance with building codes and City requirements. Clear expression of the City's vision and goals for new buildings should be on display. Rationale should be provided for the sustainability checklist elements. If presented in a structured, complete manner, the website information should relieve staff duties.

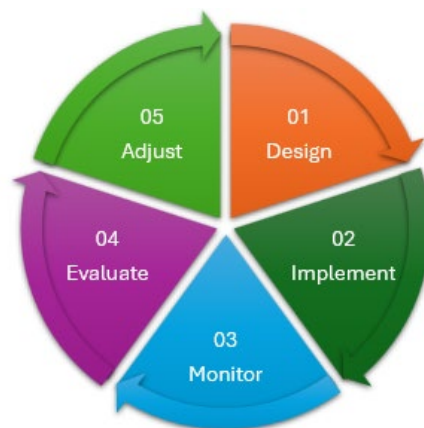
Green Building Policy Updates

Recommendation

The City should use an active adaptive management approach to monitor the effectiveness of the Green Building Policy in achieving the City's vision and goals for new buildings, allowing policy updates as required.

Rationale

Adaptive management is a systematic process for continually improving management policies and practices by learning from the outcomes of program implementation. An adaptive management approach to implementing and updating the GBP would collect City staff and developer experience of policy application and apply it to iteratively improve the GBP. This is a useful approach as market and community conditions change, as sustainability frameworks are updated, and as corresponding policy effectiveness is explored. Any tiered policy requirements (e.g., energy use intensity limits) can be reviewed and updated through this process. The adaptive management approach could use a simple circular framework such as:



3. Energy and Performance

Energy and Emissions Performance Targets

Recommendation

Set performance limits on total energy use intensity (TEUI), thermal energy demand intensity (TEDI), and greenhouse gas emissions intensity (GHGI) targets for new buildings, phased in to reach the most stringent targets by 2030.

Rationale

Although absolute GHG emission reductions are superior to intensity-based reductions, performance targets can be useful in guiding building energy efficiency design and in stepping to an ultimate goal of zero emissions buildings. Mandatory TEUI, TEDI, and GHGI limits help ensure building energy and emissions performance is optimized. Achieving these targets necessitates the omission of fossil fuel systems in buildings and avoids potential legal issues that can accompany banning fossil fuel use.¹³ By using a phased approach, the construction industry can prepare for increasing policy stringency. Of course, builders can opt to achieve higher building performance before the year of more stringent policy implementation—the City could consider offering incentives to do so. GHGI limits would include emissions from all sources, including cooking appliances. To further ensure clean air in households, the City could set air contaminant limits (e.g., particulate matter) from cooking appliances. The following phased TEUI, TEDI, and GHGI limits are recommended:

	Tier 1 Requirements (2025-2027)	Tier 2 Requirements (2028-2030)	Tier 3 Requirements (post 2030)
GHGI (MTCO ₂ e/ft ² /year)	0.00139	0.00093	0
TEUI (kWh/ft ²)	12.54	9.29	6.97
TEDI (kWh/ft ²)	4.65	2.79	1.39

Implementation in Other Jurisdictions

The Seattle Building Emissions Performance Standard uses the approach of setting performance criteria rather than banning natural gas.¹⁴

¹³ See, for example: [Berkeley can't enforce natural gas ban, federal court rules again](#) (Accessed January 24, 2024)

¹⁴ [Seattle Building Emissions Performance Standards](#) (Accessed January 24, 2024)

Mechanical Systems

Recommendation

Require all new institutional, commercial, industrial, multi-unit residential, and mixed-use residential buildings to install direct digital control (DDC) and monitoring systems.

Rationale

DDC and monitoring systems make it possible to assess and control all energy use and mechanical aspects of a building. Without these systems, it is usually very challenging to identify issues with a building's mechanical systems and to optimize their functions. Outputs from elements of the monitoring system can be made publicly available, such as on a lobby display or on a website.

Recommendation

Require temperature and lighting zone controls throughout new buildings.

Rationale

Temperature and lighting controls that apply to whole buildings or large floor areas tend to waste energy and create uncomfortable environments. Allowing building occupants to control temperature and lighting in smaller zones helps ensure that the right amount of energy is being used for room sizes.

Recommendation

Require regularly occupied spaces to include passive and mechanical design solutions that enable interior temperatures to stay below 80°F in summer.

Rationale

Climate projections suggest increasing risk for heat waves and wildfires for the City, which can exacerbate health issues such as heat-related illnesses, respiratory problems, and dehydration. Relying solely on mechanical cooling systems, like air-conditioners, would add stress to the electric grid and if the grid is powered by fossil fuels, contribute to higher emissions. Incorporating passive cooling solutions like natural ventilation, shading, operable windows, and thermal insulation during the design process will help buildings maintain comfortable indoor temperatures without relying heavily on energy-intensive cooling equipment.

Implementation in Other Jurisdictions

The City of Ottawa includes operable windows and interior room temperature design solutions as part of the City's High Performance Development Standards resilience metrics.¹⁵

Air-tightness

Recommendation

Achieve at most 0.4 cfm/ft² at 75Pa building air leakage rate. Use the required air-tightness testing pathways noted in the Washington State Building Code.

Rationale

Thermal energy is lost through conductance through the building envelope and via air leakage. Limiting air leakage can greatly reduce the energy needed to keep the building warm.

Implementation in Other Jurisdictions

Toronto requires air-tightness testing—for example in large, multizone buildings—that meet the above specifications.¹⁶

Benchmarking and Reporting

Recommendation

Initiate a benchmarking and disclosure program that piggybacks on the State's program for large buildings, that uses the same processes and tools while expanding the eligible building requirements.

Rationale

Benchmarking is an established practice in many jurisdictions, providing City staff with reliable information on building performance. Washington's Clean Buildings Performance Standard requires energy benchmarking for large buildings starting in 2026, and will include smaller buildings in 2027, and smaller buildings still in 2028.¹⁷ The City can further incentivize builders to adhere to future stringencies of the standard to achieve improved performance sooner. The recommended method

¹⁵ City of Ottawa [High Performance Development Standards](#), Tier 2, #2.10 and #2.11.

¹⁶ [Toronto Green Standard Guideline: Whole Building Air Leakage Testing Protocol](#).

¹⁷ Washington State Department of Commerce [Clean Buildings Performance Standard](#).

of compliance is to enroll in the EPA's ENERGY STAR Portfolio Manager¹⁸ and annually track energy and water usage. Buildings must have an operations and maintenance program and an energy management plan.

Implementation in Other Jurisdictions

The City of Seattle annually publishes building energy and emissions performance data from more than 3,600 of Seattle's largest nonresidential and multi-unit buildings representing 375 million square feet.¹⁹

4. Climate and Environmental Impacts

Embodied Carbon and Life-cycle Assessment

Recommendation

Offer multiple compliance paths to address embodied carbon in new projects and projects with substantial renovations. Compliance options include:

1. Global warming potential (GWP) caps for specific materials incorporated in the project;
2. Embodied carbon modeling or building life-cycle assessment during design that demonstrates a percent reduction of carbon dioxide equivalent compared to a similar reference project; or
3. Substantial reuse of a building's structure or envelope in a heavy renovation project.

Rationale

Multiple compliance paths provide options to the project team that may be more cost effective for their situation. The GWP caps, the required reductions in emissions relative to a reference project, and the required percentage of reused structure and building envelope can become more stringent in future code versions to ensure continual progress in embodied carbon reductions.

Implementation in Other Jurisdictions

The CalGreen Building Standards Code uses this approach for large buildings.²⁰ The City of Vancouver, BC has an [Embodied Carbon Guidelines for the Vancouver Building By-law](#).

¹⁸ EPA. [Benchmark Your Building With Portfolio Manager](#).

¹⁹ City of Seattle. [Energy Benchmarking](#).

²⁰ [Supplement Update Guide to the 2022 California Green Building Standards Code \(CALGreen\)-Nonresidential](#)

Water Use

Recommendation

The City should limit potable water use by incentivizing or requiring low-flow fixtures and systems, and zero-irrigation plantings.

Rationale

A substantial amount of energy is used to treat potable water and wastewater. Reducing water consumption reduces emissions. Requiring low-flow fixtures reduces building operation energy costs and water consumption costs, where water use is metered. Limiting water use is also beneficial to City water and wastewater infrastructure longevity. Using native and adapted plant species can eliminate irrigation needs, saving water and reducing landscape maintenance costs. The City could also include policy or incentives to encourage building designers to reduce drinking water consumption for non-potable purposes (such as cooling HVAC equipment and cooling industrial or commercial processes) and to increase the use of rainwater for non-potable uses (such as irrigation and toilet flushing).

Implementation in Other Jurisdictions

Water use reduction approaches are well-documented in the LEED program, which has been used by thousands of buildings across the country.

Deconstruction Waste

Recommendation

To reduce the landfill waste and air quality issues associated with traditional demolition of single detached residences, require their manual disassembly when part of new construction developments.

Rationale

While some building elements contain hazardous materials and are not suitable for salvage and reuse, many single detached residences contain economically valuable materials, old growth timber products, and/or doors, cabinets, etc. that can be incorporated into new construction. Compared to buying new building products, items salvaged through the deconstruction process can save money, fabrication time, and embodied carbon emissions. Soft stripping of cabinets and doors and manual deconstruction of wood sheathing and framing greatly reduces dust and air-borne toxins compared to conventional “crunch-and-dump” mechanical demolition.

Implementation in Other Jurisdictions

The City of Portland, OR has a mandatory deconstruction ordinance for single detached residences that are removed as part of new construction projects.²¹

Construction Waste Management

Recommendation

At commercial and multi-unit building construction sites, provide, at a minimum, containers for: 1) commingled recycling, 2) garbage, 3) compost, and 4) at least one container dedicated to a site-separated single waste stream such as clean wood, ferrous metals, concrete (washout), or gypsum wall board. The type of material collected in the container(s) dedicated to a single waste stream may change over the course of construction depending on which material is generating waste during a particular construction phase.

Rationale

Relying only on commingled recycling containers for all construction recyclables does not maximize the percentage of waste diverted from landfills. While the percentage of commingled waste diverted from landfill can be relatively low and varies monthly, the diversion rate of well-sorted, site-separated single-stream waste is near 100%. Separating recyclable waste at the job site, into economically valuable waste streams (e.g., metals) can yield overall savings for the construction project compared to landfill fees.

Implementation in Other Jurisdictions

This is a best practice that aligns with LEED for New Construction Version 5, Construction and Demolition Waste Diversion credit.

Waste Collection Infrastructure

Recommendation

Require multi-unit residential, institutional, commercial, and industrial buildings to have a dedicated area and system for waste sorting and storage, with separate streams for organics, recycling, and landfilled waste. Require homes to have storage space for at least five-source (metal, plastics and

²¹ [Portland deconstruction requirements.](#)

glass, paper, organic materials, and garbage) waste separation receptacles (e.g., in a kitchen cabinet).

Rationale

Designing buildings with integrated waste separation systems ensures that waste management is seamlessly integrated into the building's infrastructure without sacrificing valuable space. Effective waste management within buildings minimizes odors, pests, and potential hazards associated with improperly handled waste materials, thereby promoting occupant well-being and safety. Multi-unit buildings are traditionally poorly designed to accommodate proper waste management.

Implementation in Other Jurisdictions

Waste disposal mechanisms are included in the building codes for new residential buildings in Toronto, Seattle, and New York.²²

Electric Vehicle Charging

Recommendation

Set a minimum requirement for 5% parking spaces are EV charger-installed and 100% EV charger-ready²³ in multi-user residential buildings (MURBs) and commercial buildings.

Rationale

Electric vehicles are becoming more prevalent and affordable in the United States. Including EV-ready requirements will future-proof building infrastructure against the growing demand for electric vehicles and is significantly less expensive to install during new construction compared to doing a retrofit.²⁴ This requirement promotes EV adoption and yields substantial health benefits by reducing air and noise pollution while alleviating urban heat island effect.

The Washington State Code RCW 19.27.540²⁵ requires that new buildings providing parking to have at least one parking space or 10% of parking spaces be EV-capable. For guidance on EV charging in building codes, see:

- See ICC [Electric Vehicles and Building Codes](#) for EV charging terminologies and policy language examples for incorporating EV chargers.

²² Manhattan Community Board 4 Sanitation Project (2019). [Waste Disposal Mechanisms for New Residential Buildings: Case Studies](#).

²³ Electric-vehicle ready means that all required electrical hardware is installed and ready for future electric vehicle supply equipment. Full definition and differentiation of different electric vehicle strategies is available in the Strategies Research Report.

²⁴ Pacific Northwest National Laboratory (2021). [Electric Vehicle Charging for Residential and Commercial Energy Codes - Technical Brief](#).

²⁵ See [RCW 19.27.540 Electric vehicle infrastructure rules](#)

- See Joint Office of Energy and Transportation “[Navigating Zoning and Building Codes for EV Charging Infrastructure](#)” webinar.
- Calculate number of chargers required using this US DOE [EVI-X tool](#).

Implementation in Other Jurisdictions

Colorado municipalities like Dillon and Denver require 5% EV-installed, 10% EV-ready, and 40% EV capable for commercial buildings. Toronto and Seattle require 100% EV-ready parking spaces for MURBs.

Bicycle Parking and Amenities

Recommendation

Require minimum secure bicycle parking and amenities that are differentiated based on building archetypes and location in urban or suburban areas. Consider incentivizing bicycle parking with car parking substitutions.²⁶ Ensure multiple accessible 120V electrical outlets are present in each bicycle parking area to accommodate e-bike charging.

Rationale

Providing bicycle parking, both for long-term and short-term, as well as amenities like showers and storage in buildings encourages more walking and biking, and less driving.²⁷

Implementation in Other Jurisdictions

Cities with bike parking requirements include Seattle, WA; Los Angeles, CA; Portland, OR, Vancouver, BC; Pittsburgh, PA; and Cambridge, MA.²⁸

²⁶ Seattle and Portland allow developers to remove one car stall by substituting with four to five bicycle parking spaces.

²⁷ Best practices for [establishing bike parking requirements](#) within zoning and building codes.

²⁸ [City of Cambridge Bicycle Parking Guide](#).

5. Climate Resilience

Zero Emission Energy and Storage

Renewable Energy Generation

Recommendation

Require new buildings to have on-site energy generation that can supply a certain percentage of the building's energy needs. Types of generation can be flexible and can include thermal energy or electricity systems.

Rationale

The Washington State Energy Code C406.2.5²⁹ offers energy credits for projects installing on-site or off-site renewable energy with a capacity of at least 1.08 W/m². To achieve its ambitious CAF goals, the City will need to set higher renewable energy targets for new buildings within its jurisdiction. By linking the target to energy demand (i.e., 5% of total building energy use) rather than setting a capacity target, the City will indirectly encourage more efficient energy use. Enabling different types of renewable energy sources and services allows developers to make the best use of resources available on-site rather than constraining their choices to prescribed technologies.

Implementation in Other Jurisdictions

The City of Ottawa requires 5% of building annual energy consumption to be supplied by one or a combination of acceptable renewable energy sources, or a minimum of 20% from geo-exchange, with exemption allowances for special-use buildings.³⁰ Acceptable renewable energy sources include solar photovoltaics, solar thermal, biogas systems, biofuels systems, wind systems, and geo-exchange.

Arlington County requires new buildings to install on-site solar generation (or other acceptable forms of renewable energy) equal to at least 2.0 W/ft² of roof area. For buildings without sufficient solar exposure due to unavoidable shading, a contribution to the Green Building Fund (\$4/ft²) is permitted.³¹

²⁹ See [Washington State Energy Code](#), C406.2.5 On-site and off-site renewable energy (page CE-163). Washington State defines renewable energy resources as energy derived from solar radiation, wind, waves, tides, biogas, biomass, or extracted from hot fluid or steam heated within the earth.

³⁰ See Ottawa's [High Performance Development Standards](#), Section 2.4.

³¹ See Arlington County Board Report on [Updates to the Green Building Incentive Policy for Site Plan Projects](#)

Refuge Area with Back-up Power

Recommendation

Incentivize the inclusion of a refuge area with back-up power from renewable energy sources for MURBs and high-occupancy commercial buildings. The refuge area should provide heating, cooling, potable water, and power.

Rationale

In Vancouver, the primary climate risks are flooding and extreme heat, with power outages being the most probable human-caused event. Incorporating refuge areas in buildings during design and construction ensure that occupants have safe spaces where they could shelter-in-place during emergencies, disasters, and power outages, and still have access to basic amenities.

Implementation in Other Jurisdictions

Toronto and Ottawa both included refuge area and back-up power generation as part of their Tier 2 requirements.

Sustainable Roofing

Recommendation

Require that 100% of available roof area is designed and constructed to be green roof, blue roof, solar panels installations, high-albedo materials or a combination of the four.

- A green roof, also known as a living roof or vegetated roof, is a roofing system that incorporates vegetation, soil, and drainage layers to support plant growth on the roof surface. Green roofs provide numerous benefits, including improved stormwater management, reduction of urban heat island effect, energy savings, habitat creation, and aesthetic enhancement.
- A blue roof is a roofing system designed to manage stormwater runoff by temporarily storing rainwater on the roof surface and slowly releasing it over time. Blue roofs typically feature waterproof membranes, drainage systems, and controlled outlets to regulate the flow of stormwater. They are often used in urban areas to mitigate flood risk and reduce strain on municipal sewer systems during heavy rainfall events.
- High albedo materials reflect most sunlight instead of absorbing it as heat into the building. Although effective at first, roofing materials collect dirt, dust, and particulates that reduce the effectiveness of high albedo materials. Thus, a maintenance plan must be in place to routinely clean the surfaces.

Rationale

A sustainable roofing requirement maximizes the utility of roof space while simultaneously addressing green building goals, stormwater management objectives, urban heat island issues, and aesthetic improvements.

Implementation in Other Jurisdictions

Cities with green roof regulations include Seattle, Toronto, San Francisco, and Washington DC. New York introduced Local Laws 92 and 94 that require building owners to install a sustainable roofing zone on 100% of available roof area.³² See Green Roofs for Healthy Cities' updated guideline '[Green Roof and Wall Policy in North America: Regulations, Incentives and Approaches](#).'

Cool Paving

Recommendation

Require that a minimum of 50% of the site's non-roof hardscape³³ use a combination of the following strategies:

- High-reflectivity paving materials with an initial solar reflectance (or albedo) of at least 0.33 or solar reflectance index (SRI)³⁴ of 29.
- Open grid pavement with at least 50% perviousness.
- Shade from existing or new tree canopy within 10 years of landscape installation.
- Shade from architectural structures that are vegetated or have an initial solar reflectance of at least 0.33 at installation or an SRI of 29.
- Shade from structures with energy generation.

Rationale

High reflectance paving absorbs minimal heat, thereby reducing heat island effect. Shading strategies also have cooling benefits. Pervious hardscape materials reduce stormwater runoff which helps to reduce soil erosion and contamination caused by runoffs.

³² See [NYC's Sustainable Roof Laws](#).

³³ Non-roof hardscape includes driveways, walkways, courtyards, surface parking areas, artificial turf and other on-site hard surfaces.

³⁴ SRI ranges from zero to 100 and indicates the effect of a surface's reflectance and emittance on its surface temperature. Materials with the highest SRI are the coolest.

Hazard Avoidance

Recommendation

Prohibit development in identified natural hazard areas such as floodplains (any year occurrence rate) and landslide prone areas.

Rationale

Often despite known risks, new developments are allowed in natural hazard-prone areas. Purchasers are often not aware of the risks and may assume that new developments would not be allowed in hazardous areas in the first place. They become burdened with the costs of rebuilding and/or relocation when natural disasters occur. Insurers are increasing insurance fees substantially, rescinding insurance coverage entirely, or not offering it at all for buildings in hazardous areas. As the climate continues to change, climate impacts will be more severe and more frequent, making more areas vulnerable to hazards.

Implementation in Other Jurisdictions

Clallam County's Shoreline Master Program provides guidance on avoiding development on hazardous areas, hazardous area buffer zones, and protected flood and landslide risk areas.³⁵

³⁵ [Clallam County Regulations](#) – Geologically hazardous areas designation, classification, and mapping. Items 35.35.120 - 160.

6. Ecology and Natural Systems

Bird-friendly Design

Recommendation

Create a bird-friendly building guideline based on latest best practices and incentivize bird-friendly design in the green building policy.

Rationale

Each year, it is estimated that bird collisions with buildings, especially with windows, results in bird fatalities ranging from 100 million to 1 billion birds in the United States.³⁶ Bird mortality from building collisions can be reduced by incorporating mitigation techniques into building design, and building policies can be used to accelerate adoption of bird-friendly design. Bird-friendly design can also lead to energy savings, for example, reducing the amount of glass in a building can reduce heating and cooling costs.

Implementation in Other Jurisdictions

New York City and Arlington County have bird-friendly building policies while Cupertino, CA has a bird-friendly building ordinance.³⁷

Outdoor Lighting/Dark Sky Compliance

Recommendation

Adopt Dark Sky compliance standards for exterior light fixtures and create a guideline and requirement for outdoor lighting to limit light pollution by regulating the type, intensity, direction, and timing of outdoor lights.

Rationale

Outdoor lighting regulation is required to balance the need for safety and security while minimizing negative impacts such as light pollution, energy waste, and disturbance to wildlife. At least 19 states

³⁶ Scott R. Loss, Tom Will, Sara S. Loss, Peter P. Marra, Bird-building collisions in the United States: Estimates of annual mortality and species vulnerability, *The Condor*, Volume 116, Issue 1, 1 February 2014, Pages 8–23, <https://doi.org/10.1650/CONDOR-13-090.1>

³⁷ See [American Bird Conservancy](#) which provides model templates and language for bird-friendly building ordinances and guidelines for legislation.

have laws in place to reduce light pollution (this list does not include Washington State).³⁸ The City can follow the guide in:

- Joint IDA-IES [Model Lighting Ordinance](#) which includes model language for regulating outdoor lighting to reduce light pollution.
- [Dark Sky Planning: An Introduction for Local Leaders](#) which describes the basics for dark skies and provides a guide for regulation along with case studies.

Implementation in Other Jurisdictions

[Malibu, CA](#), [Kern County](#), CA, and Pittsburgh, PA have Dark Sky Ordinances.

Salmon-friendly Developments

Recommendation

Require major developments which are seeking land use requirement departures or variances on land use requirements to certify the development according to the Salmon-Safe Urban Standards, Version 3.1.

Rationale

Development in Vancouver impacts storm water quality in the city and water quality in the Columbia River watershed. Projects certified by Salmon-Safe are held to higher design and construction practices which mitigates negative impacts on salmon and other aquatic life in the watershed. The Portland-based Salmon-Safe organization also certifies developers and general contractors in salmon-friendly practices which broaden awareness of water quality issues in the design, development and construction communities.

Implementation in Other Jurisdictions

Voluntary certification of major urban developments exists in Seattle and Bellevue, WA.

Tree, Vegetation, and Soil Conservation

Recommendation

Leverage existing land-use code for enhancing tree planting, vegetation, and soil quality. All trees and plants used must be native species that require no irrigation.

³⁸ Schultz, J (2022). National Conference on State Legislatures. Briefing [‘States Shut Out Light Pollution’](#).

Rationale

Development projects in Vancouver are already required to submit a comprehensive Tree, Vegetation, and Soil Plan and to meet the minimum tree density requirement—30 tree units per acre for new developments.³⁹ The Code also includes provisions for native and heritage trees. Tree and vegetation plantings could be expanded to provide further green spaces while providing shading to buildings and urban spaces to reduce the heat island effect and building cooling costs.

7. Existing Municipal Buildings

Energy Efficiency

Recommendation

Carry out energy audits of the largest municipal buildings.

Rationale

The energy audits could focus on the following areas:

- Opportunities to retrofit or replace equipment which could be supported by grants from the federal government, from Washington State, or from the local electric utility; and
- Building components such as windows, doors, and HVAC equipment which is either approaching its end of life, or is problematic to operate and maintain, or is expensive to operate and maintain.

For example, the following buildings represent 85% of the total floor area of the City of Vancouver's municipal buildings:

- | | | |
|---------------------------------------|----------------------------|-------------------|
| • City Hall | • Police West Precinct | • Police Evidence |
| • Firstenburg Community Center | • Water Resources Building | • Fire Station 11 |
| • Marshall Community Center | • Fire Station 5 | • Fire Station 2 |
| • Chkalov Building | • Police East Precinct | • Fire Station 10 |
| • Fort Vancouver Regional Library | • Marine Park Engineering | • Fire Station 1 |
| • Operations Site (public works site) | • Police HQ | |

³⁹ See [Vancouver Municipal Code Chapter 20.770 Tree, Vegetation, and Soil Conservation](#).

The City could ensure its financial payback calculations take into account the value of replacing elements which would need to be replaced within three to five years because they are reaching their end of life.

Implementation in Other Jurisdictions

Sources of grants which may be available to the City include the federal Energy Efficiency and Conservation Block Grant (EECBG) program and the Washington State Department of Commerce Energy Retrofits for Public Buildings program.^{40, 41}

Recommendation

Reduce energy consumption for municipal building cooling through passive cooling strategies.

Rationale

Passive cooling strategies do not consume electricity for air conditioning and can improve thermal comfort. Passive cooling strategies include night flushing (in which cooler outdoor air is circulated through buildings at night), reflective roof surfaces, better window shading, and planting deciduous shade trees on sides of a building with sun exposure (with irrigation water ideally provided by rainwater capture). Night flushing is especially effective when buildings contain sufficient thermal mass.

Implementation in Other Jurisdictions

The Melopee, Multipurpose School Building in the City of Ghent, Belgium incorporates passive cooling, as well as passive heating.⁴² See also “These 5 cities are embracing passive cooling for a sustainable urban future” December 8, 2022. World Economic Forum.⁴³

Energy Generation

Recommendation

Replace existing natural gas boilers with high-temperature air-source heat pumps.

Rationale

Heat pumps that use R744 or R32 refrigerant gases are capable of delivering heat to hydronic distribution systems at higher temperatures than conventional heat pumps and are therefore able

⁴⁰ See [Energy Efficiency and Conservation Block Grant Program](#).

⁴¹ See [Energy Retrofits for Public Buildings](#).

⁴² See [Melopee, Multipurpose School Building](#).

⁴³ See [These 5 cities are embracing passive cooling for a sustainable urban future](#).

to replace natural gas in systems designed for higher temperatures. R744 and R32 also have lower Global Warming Potentials than conventional refrigerant gases, and therefore meet the requirements of the Kigali Amendment to the Montreal Protocol (i.e., required use of refrigerants with lower global warming potential).

Implementation in Other Jurisdictions

The City of Tacoma is considering replacing natural gas boilers with high-temperature air source heat pumps.⁴⁴ A number of firms offer high-temperature heat pumps in the USA. For example, Transom Corporation manufactures R744 heat pumps in the USA which can supply water to a hydronic distribution system at 190°F.

Recommendation

Develop a shared geoexchange system at the Vancouver City Hall.

Rationale

A green space is located to the south of City Hall (~1 acre), and the Hilton Vancouver hotel is located adjacent to City Hall, at 301 West 6th Street. Because economies of scale reduce the lifecycle cost of energy from a geoexchange system, the City could consider developing a geoexchange system in the green space which would serve both the City Hall building and the hotel.

Implementation in Other Jurisdictions

In Montreal, Canada a group of single detached home owners formed a cooperative called “Celsius” to develop a shared geoexchange system which serves several homes.⁴⁵ This form of cooperative is an example of a micro-scale district energy system.

Recommendation

Look for opportunities to use waste heat from other organizations to heat municipal buildings. Potential sources of waste heat include data centers, treated wastewater, sewer mains, industrial sources, and even crematoria.

Rationale

Regardless of whether waste heat is recovered from a low-carbon or from a fossil fuel source, waste heat is greenhouse gas neutral, because it does not itself produce greenhouse gas emissions.

⁴⁴ See [City of Tacoma – Decarbonization Study](#).

⁴⁵ See [Montreal neighbours build community, and climate resilience, through geothermal energy](#).

Another way of looking at waste heat is to consider that it can displace energy from fossil fuels. Using waste heat can also reduce energy costs.

Implementation in Other Jurisdictions

In Redditch Borough, UK, waste energy is recovered from a crematorium to provide heat to a local swimming pool, an initiative which reduces greenhouse gas emissions and also the cost of energy to taxpayers.⁴⁶ A crematorium is located at 605 Barnes Street in Vancouver, WA, which is approximately 0.7 miles from the Marshall Community Center.

In Vancouver, British Columbia, heat is recovered by heat pumps from untreated sewage at a wastewater lift station, to provide heat to the Southeast False Creek Neighbourhood Energy Utility.⁴⁷ The City of Vancouver Westside Wastewater Treatment Plant is approximately one mile from the City Hall building.

In Victoria, British Columbia, heat is recovered by heat pumps from treated wastewater at the Saanich Peninsula wastewater treatment plant, to displace energy from fossil fuels at the nearby Panorama Recreation Centre.⁴⁸

Recommendation

Install rooftop solar PV and battery storage at as many municipal buildings as possible.

Rationale

Although the carbon intensity of electricity in Washington State is relatively low, generating electricity locally will reduce strain on the electricity grid as electrification increases demand. Rooftop solar PV installations also reduce the amount of solar thermal energy that reaches the rooftops of municipal buildings, which reduces the amount of energy required for cooling. Financial support under the Inflation Reduction Act may be available to help offset the cost of solar PV installations.

Implementation in Other Jurisdictions

In 2024, New York City drafted legislation to mandate the use of solar PV on public buildings.⁴⁹

⁴⁶ See [Case Study: Heat Capture Crematorium](#)

⁴⁷ See [False Creek Neighbourhood Energy Utility: in-depth](#)

⁴⁸ See [Saanich Peninsula: Wastewater Heat Recovery](#)

⁴⁹ See [New York City bill would mandate solar panels on public buildings](#)

Facility Equipment

Recommendation

As equipment in existing heating plants approaches its end of life, add heat recovery chillers to buildings to recover energy from exhaust air. This strategy will be especially effective for recreation centers.

Rationale

The moist exhaust air from recreation centers with swimming pools carries not only sensible heat, but also a significant amount of latent heat. This heat can be recovered by heat recovery chillers and used to provide space heating for the recreation center, and also heating for the swimming pool. Because the temperature of exhaust air is significantly higher than outdoor air in winter months, heat recovery chillers can be more efficient than air-source heat pumps alone.

Implementation in Other Jurisdictions

The University of South Alabama Medical Center Campus incorporates heat recovery chillers.⁵⁰

Recommendation

Minimize the construction of new municipal facilities by re-using and re-programming existing facilities.

Rationale

As the City plans for its future building space requirements, it could first evaluate the extent to which existing municipal buildings could be renovated to serve more than one purpose. This strategy could reduce the environmental impacts of demolishing older buildings, and of constructing new ones. Similarly, the City could review its current use of building space to look for opportunities for consolidation, if this would allow the City to reduce the total energy consumption of its buildings.

Implementation in Other Jurisdictions

See “*The Most Sustainable Building Is the One That Is Already Built: Multi-purpose and Healthy Spaces*”.⁵¹

⁵⁰ See [University of South Alabama Medical Center Campus](#).

⁵¹ [The Most Sustainable Building Is the One That Is Already Built: Multi-purpose and Healthy Spaces](#).

Recommendation

Improve indoor air quality in municipal buildings without increasing energy consumption.

Rationale

Maintaining and even improving indoor air quality has become more challenging in recent years because of fine smoke particles from wildfires, and because of our understanding of the aerosol respiratory particles which can transmit illnesses such as COVID-19. The simplest way to improve indoor air quality is to increase the rate at which fresh air is brought into a building, but this strategy increases energy consumption. Alternatives include investing in better aerosol filtration, heat recovery ventilators, and heat recovery chillers. These strategies could be especially important for public buildings like recreation centers, which could be used as public shelters during heat dome or wildfire events.

Implementation in Other Jurisdictions

The EPA has provided grant funding to help improve indoor air quality in public buildings.⁵² Strategies for improving indoor air quality are also available from the US Centres for Disease Control, among other sources.^{53, 54}

Recommendation

Replace existing chillers as they approach their end of life with R744 heat pump/chillers.

Rationale

The refrigerant gases used in conventional heat pumps and chillers have very high Global Warming Potentials, and as these machines age the likelihood that refrigerant gas will be released to the atmosphere increases. As a signatory to the Kigali Amendment to the Montreal Protocol, the USA has committed to phasing out the use of the worst HFC and HCFC gases. Heat pumps and chillers which use R744 (carbon dioxide, having a GWP of one) are increasingly used to replace conventional machines.

Implementation in Other Jurisdictions

R744 refrigeration and cooling is becoming more common in skating arenas and grocery stores in North America.⁵⁵

⁵² See [Utah to reduce indoor air pollution in schools, public buildings from wildfire smoke events through EPA grant.](#)

⁵³ See [Improving Ventilation In Buildings.](#)

⁵⁴ See [Indoor Air Quality: A Guide for Facility Managers.](#)

⁵⁵ See [With CO2 Refrigeration, a Seattle Amazon Fresh is the World's 'First' Grocer with ILFI Zero Carbon Certification.](#)

Share Best Practices

Recommendation

Collaborate with facilities managers and energy efficiency personnel who work for other public sector organizations to share best practices regarding energy efficiency (e.g., personnel in school boards, universities, hospitals, and so on in Washington and potentially also in Oregon).

Rationale

These personnel will be familiar with sources of grant funding, reliable equipment providers, reliable service providers, and technical strategies appropriate to the region.

Implementation in Other Jurisdictions

The Louisville-Jefferson County Metro Government, the University of Louisville, and the Jefferson County Public Schools District formed the Louisville Energy Alliance to share best practices for energy efficiency in public buildings.^{56, 57}

The US Department of Energy's Office of State and Community Energy Programs also supports this type of collaboration.⁵⁸

⁵⁶ See [Best Energy Management Practices. Commission for Environmental Cooperation.](#)

⁵⁷ See [Louisville Energy Alliance.](#)

⁵⁸ See [Partner With Us.](#)

8. In Closing

There are thousands of details to attend to in designing sustainable buildings. Drawing from previous research reports and discussions with City of Vancouver staff, the recommendations included here are meant to address the primary details for new buildings and existing municipal buildings in what will become the Green Building Policy. Focusing on energy efficiency and emissions reduction, these recommendations help to set the foundation for the Policy. As the Green Building Policy development work progresses, additional inclusions may be identified. For example, one area that is only partially addressed in this report is the relationship between green buildings and land-use planning. Engagement activities and further discussions with City staff will define such relationships.

As evidenced from the best practices collected here, the City can benefit from many precedents in other leading jurisdictions. Although many municipal green building policy programs are recent in their development and implementation, the consistency of many policies across jurisdictions is encouraging. The persistence of sustainable building certification programs like LEED, The Living Building Challenge, and Passive House Institute also demonstrate the viability and effectiveness of green building policies, providing further assurance that Vancouver is headed in a positive direction.

Engagement Timeline and Event Summary

Timeline

	April	May	June	Notes
TAG Meetings	X	X	X	Meeting 1: April 30 Meeting 2: Last week of May Meeting 3: 3rd week of June
Green Building Policy Roundtables		X	X	Mid-May to mid-June
Public Workshop		X		Last week of May
Utility Interviews		X	X	Ongoing
City Staff Workshop			X	Date to be decided based on who is attending
Municipal Facilities Focus Group		X		Mid-May
Developer and Contractor Survey		X	X	Running from mid-May to mid-June
Equity Workshop		X		Last week of May

Summary of Objectives

Objective 1: To *involve*¹ interested and affected parties in identifying their preferred ways to be engaged in the development of the Green Building Policy.

Objective 2: To *inform*² interested and affected parties about the Green Building Policy and how they can become involved.

Objective 3: To *involve* a Technical Advisory Group in the development of the Green Building Policy.

Objective 4: To *consult*³ building owners and managers (e.g., homeowners, landlords, property managers, businesses, etc.) about opportunities and barriers for green buildings, their level of interest in green buildings, and their preferred approaches for the Green Building Policy.

Objective 5: To *consult* the construction, real estate, and energy sectors about barriers to and opportunities for green buildings, the availability of knowledge and skills related to green buildings, and their preferred approaches for the Green Building Policy.

Objective 6: To *consult* low-income residents, renters, affordable housing providers, and other relevant groups (e.g., social justice groups, community organizations, BIPOC organizations) about equity and affordability considerations related to the Green Building Policy and their preferred approaches for the Green Building Policy.

Objective 7: To *consult* utilities about their future plans and opportunities to collaborate via the Green Building policy.

¹ Engagement at the *involve* level aims to work directly with interested and affected parties throughout the process to ensure that public concerns and aspirations are consistently understood and considered. See Appendix A on the IAP2 Public Participation Spectrum for further information.

² Engagement at the *inform* level aims to provide interested and affected parties with balanced and objective information to assist them in understanding the problem alternatives, opportunities, and/or solutions. See Appendix A on the IAP2 Public Participation Spectrum for further information.

³ Engagement at the *consult* level aims to obtain interested and affected parties' feedback on analysis, alternatives, and/or decisions. See Appendix A on the IAP2 Public Participation Spectrum for further information.

Objective 8: To *consult* city staff about internal opportunities and barriers to green building policies, implementation considerations, and their preferred approaches for the Green Building Policy.

Objective 9: To *consult* city staff (municipal facilities managers) about opportunities and barriers for greening the City's existing building.

Objective 10: To *consult* environmental experts and advocates about barriers to and opportunities for green buildings and about considerations related to climate change and the environment (e.g., greenhouse gas mitigation, climate adaptation, climate justice, impact on local ecosystem).

Summary of Activities, Outcomes, and Outputs

Activity	Objective	Outcomes	Outputs
TAG Meeting 1 <u>The Project and BAU Scenario:</u> SSG will introduce the TAG to the project and present the BAU scenario. The TAG will participate in an activity focused on identifying opportunities and barriers for green building policies, as well as which types of policies should be considered for the GBP.	3	- The TAG is informed about the new green building policy project, how the policy is developed, and their role in the project. - The TAG is informed about the Business-as-Usual scenario. - The TAG provides reflections on energy use and emissions production outlooks from buildings, as presented in the BAU scenario. - The TAG provides input on high-level opportunities and barriers for green building policies, as well as which policy themes should be considered for the GBP.	Summary of TAG input to help evaluate and inform potential policies for inclusion in the GBP.

Activity	Objective	Outcomes	Outputs
TAG Meeting 2 <u>Green Building Policy Analysis:</u> SSG will share its assessment of different green building policies using the model and gather input from the TAG on the costs and benefits of these policies, keeping in mind technical, economic, and equity considerations.	3	- The TAG is informed about how feedback from the first TAG meeting was used and about the specific policy approaches being considered for the GBP. - The TAG provides input on specific policy approaches under consideration, including feedback on their viability, how they could be improved, opportunities for implementation, and barriers to implementation.	Summary of TAG input on policies being considered for the GBP.
TAG Meeting 3 <u>Implementing the GBP:</u> SSG will present the draft recommendations to the TAG and gather their input on how the GBP should be implemented.	3	- The TAG is informed about how feedback from the second TAG meeting was used and the draft recommendations for the GBP. - The TAG discusses considerations for GBP implementation. - The TAG identifies implementation concerns and discusses how to overcome them.	Summary of TAG input for informing the Implementation Strategy.
Green Building Policy Roundtables SSG will run two roundtables with interested and affected parties to understand their knowledge, needs, aspirations, and concerns related to green buildings and their preferred approaches for the policy. The roundtables will include representation	4,5	- Participants from the construction, real estate, and energy sectors are informed about the GBP and policy areas under consideration. - Participants provide input on their interest in green building policies, opportunities and barriers, their positive and negative	Summary of input to help evaluate and inform policies being considered for the GBP.

Activity	Objective	Outcomes	Outputs
from institutional building managers, developers, contractors, and experts on the environmental impact of building policies.		experiences with the current building development and permitting process, and what they would like to see included in the GBP.	
Public Workshop SSG will run an open workshop to gather input from interested and affected parties. The workshop will focus on opportunities, barriers, equity considerations, and implementation considerations related to options for the Green Building Policy.	4-7	- Interested and affected parties are informed about the GBP and policy areas under consideration. - Participants provide input on opportunities, barriers, equity considerations, and implementation considerations related to the GBP.	Summary of input to help evaluate and inform policies being considered for the GBP and the Implementation Strategy.
Utility Interviews SSG will conduct up to four interviews with representatives of local utilities to explore how their future plans relate to the Green Building Policy and identify collaboration opportunities.	7	- Utility representatives are informed about the GBP. - Utility representatives provide input on opportunities and barriers for the GBP from a utilities' perspective (e.g., opportunities and concerns with increasing electrification), as well as how they can collaborate to support implementation.	Summary of input to help evaluate and inform policies being considered for the GBP and the Implementation Strategy.
City Staff Workshop SSG will convene a workshop to gather input from city staff. The workshop will focus on opportunities, barriers, equity considerations, and implementation	8	- City staff are informed about the GBP. - City staff provide input on opportunities, barriers, equity considerations, and implementation considerations (e.g., staff	Summary of input to help evaluate and inform policies being considered for the GBP and the Implementation

Activity	Objective	Outcomes	Outputs
considerations related to options for the Green Building Policy.		capacity) related to the GBP.	Strategy.
Municipal Facilities Focus Group SSG will conduct a focus group with municipal facilities managers to understand opportunities and challenges related to applying the green building policy to existing municipal facilities.	9	• Municipal facility managers are informed about the GBP. • Municipal facility managers provide input on local context, opportunities, and challenges related to existing municipal facilities. • Municipal facility managers provide input on what they would like to see in the GBP to address current and anticipated needs and changes to the municipal building stock.	• Summary of input from municipal facility managers for the development of the green building policy for existing municipal facilities.
Developer and Contractor Survey SSG will survey developers and contractors to gather input on barriers to and opportunities for the new Green Building Policy, their readiness to implement green building standards, and their preferred approaches for the policy.	5	• Participants (developers and contractors) are informed about GBP and green building policy areas under consideration. • Participants provide input about their readiness to implement the GBP and potential policy approaches. • Participants identify any concerns with GBP policies and its implementation.	• Summary of input to help evaluate and inform policies being considered for the GBP and the Implementation Strategy.
Equity Workshop SSG will facilitate a workshop bringing together affordable housing providers and representatives of equity-denied groups to gather input on equity	6	• Participants (affordable housing providers, representatives of equity-denied groups) are informed about the GBP and policy areas under consideration.	• Summary of input to help evaluate and inform policies being considered for the GBP and the Implementation

Activity	Objective	Outcomes	Outputs
considerations related to the proposed green building policies.		Participants provide input about equity considerations (e.g., housing costs, energy efficiency costs, areas of development) related to policy selection and implementation.	Strategy.



MEMORANDUM

DATE: June 10, 2024

TO: Anne. McEnerny-Ogle, Mayor
City Council

FROM: Eric J. Holmes, City Manager
Natasha Ramras, Chief Financial Officer

RE: **2025-26 budget**

Executive Summary

Under the City Charter, it is the responsibility of the City Manager to prepare a recommended balanced biennial budget for the Council to consider in the fall. The season for preparing that budget is underway, launched with an April 22 workshop to review the financial forecast and financial policies and furthered with a workshop on May 6 to review revenue tools and a recommended 2025-2026 budget framework. At that last workshop, Council endorsed the budget framework and asked for additional information on some of the revenue tools presented. In addition, the Council expressed a clear desire to hear options to fund the bridge shelter element of the City's overall homeless emergency response strategy, the costs of which are not included in the expense forecast for the 2025-26 biennium.

This June 10 workshop is intended to:

- Review and affirm a shared understanding of the implications of the deficit forecasted for the 2025-2026 biennium.
- Review that additional information and affirm the range of revenue tools that can be relied upon to contribute to a balanced biennial budget solution. While multiple tools may be relied on to close a portion of the forecasted gap, only the business & occupation tax would be sufficient to close the full gap.
- Review and seek direction on a preferred option to fund the planned bridge shelter that is planned as part of the City's emergency response to homelessness. A combination of current restricted revenues (affordable housing fund, affordable housing sales tax, affordable housing sales tax credit and opioid settlement funds) is sufficient to support our current homelessness services and a portion of the proposed shelter, but new additional revenues are needed to fund the full costs of operating the shelter. A

restructuring of the current business license surcharge program or enactment of a limited B & O tax on retail only are the only revenue tools sufficient to fully fund the shelter.

Forecasted Deficit

As reviewed at the May 6 workshop, there is an approximate \$43 million deficit forecasted for the general street and fire funds for the 2025-26 biennium. This reflects the reemergence of the structural deficit inherent in the local government revenue and expense system in Washington, compounded by the highest levels of inflation in a generation and the softening of revenues due to slowing growth and related economic activity.

The recommended budget framework includes reliance on a combination of new and expanded revenues, reallocation of current and forecasted resources and prioritized, targeted spending reductions, all in alignment with the 2023-2029 Strategic Plan.

Given the recent voter approval of staffing and service expansion for Vancouver Fire (via Proposition 2) and prospective voter engagement planned for Police this fall, the recommended budget framework prioritizes these core public safety services in the context of the full range of services supported by the general, street and fire funds. This fact has largely informed a framework that defines the gap targets for police, fire and utilities at 5% and all other general, street and general fund-supported services at 15%.

While it is too early in the process of developing a recommended budget to identify what specific service changes will result from these forecasted deficits, it is clear that without substantial new revenue, there will be reductions in levels of service across all service areas supported by the general fund. Outside of public safety, these reductions will be significant. While every effort will be made to optimize outcomes and minimize service impacts and disruptions, the City will simply be doing less. This carries risks to the positive momentum that Vancouver has developed in recent years on key initiatives.

Revenues

At the May 6 workshop, Council expressed the following relative to potential new or expanded revenues:

Endorsed as part of the budget solution:

Revenue Source	Summary Considerations	Revenue Potential	
		Unrestricted	Restricted
Cable Tax	Further analysis has verified the viability of a 6% cable tax. Revenue is unrestricted.	~\$1.9M	

TBD – annual \$10 license tab fee	Revenue restricted for transportation purposes.		~\$1.4M
Commercial Parking Tax	- High degree of flexibility in implementation, resulting in a wide range of revenue potential. - Revenue restricted for transportation purposes. - Further research found no conclusive information about the impact of a parking tax on vehicle miles travelled (VMT); however, the revenues from a parking tax may be invested in multiple modes of transportation that facilitate a reduction in VMT. - There will be a new administrative cost to generate and support this revenue stream.		~\$0.4M
Banked Property Tax Capacity	- The adoption of Proposition 2 in 2022 created limited banked property tax capacity that can be accessed to offset inflationary increases to support fulfilling the commitment of the Proposition. - Revenue is restricted to Proposition 2 purposes, specifically inflationary increases in the operating expenditures of staffing funded by the proposition and capital expenses.		~\$5.5M
Admissions Tax	- Up to 5% tax authorized - Revenue is unrestricted - Consider nexus to planned Arts Hub in conjunction with Cultural Access Sales Tax (below)	\$0.4 m	

Interest in understanding more:

Revenue Source	Summary Considerations	Revenue Potential	
		Unrestricted	Restricted
Video Streaming Tax	Further analysis has concluded that there <u>may</u> be potential to impose a business and occupation tax on a range of digital products (including streaming) under a combination of Vancouver's home rule authority and state law. Additional research is needed to verify.	Unknown at this time	

	• Revenue is unrestricted.		
Sweetened Beverage Tax	• On further research, this revenue was found to be preempted by Initiative 1634, passed by voters in 2018.	\$0	
Cannabis Excise Tax	• Tax on the distribution of cannabis expressed as a rate per weight unit (ounce/gram). • Would be pioneered by Vancouver – no other Washington city has adopted this tax • Tax likely to be passed to consumers. • Revenue potential unknown. • Revenue is unrestricted.	Unknown at this time	
Payroll Tax	• The Supreme Court validated the authority to impose payroll tax; Seattle pioneered and was the only city to implement it in Washington. • Seattle model: ○ generally applies to high-wage earners (those earning above \$174,000 per year) ○ includes thresholds and exemptions based on total payroll for individual businesses and compensation for individual positions. ○ Has a tax rate ranging from 0.746% - 2.557% • Revenue potential depends on how the applicability of the tax is defined, including exemption thresholds. • No estimate is available at this time.	Unknown at this time	

Other

Cultural Access Sales Tax – 0.1%. ~\$6.5 m annual revenue; must be renewed every 7 years. This restricted revenue source would not contribute to solving the forecasted deficit but could provide a dedicated source of revenue for arts and cultural programs that has been an ambition in Vancouver for years.

After December 31, 2024, the City may impose a sales tax of up to 0.1% for up to seven years to benefit or expand access to nonprofit cultural organizations. The council may (optionally) impose this sales tax without voter approval, provided the county does not do so first before the end of 2024.

The revenues must be used in accordance with the enabling statute (RCW 36.160.110), which is very detailed but includes start-up funding, administrative and program costs, capital

expenditures or acquisitions, technology, and public-school programs to increase cultural program access for city students.

If enacted by the City Council, the cumulative sales tax rate in Vancouver would be 8.8%, of which 1.3% would be revenues to the City (1% general sales tax, 0.1% affordable housing, 0.1% transportation, 0.1% cultural access)

Business & Occupation Tax. The City had a business and occupation tax until 1992. As consideration for the annexation of Vancouver Mall, the City examined and concluded that at that time, a phase-out of the B & O tax to incentivize the annexation would be more than offset by the increased sales and property tax resulting from the annexation, leading to a net overall improvement in the city's long term financial position. Consequently, the City agreed to phase out the B & O over a 10-year period, the final year of which was 2001. [The B & O ordinance remains part of the Vancouver Municipal Code](#), with rates set to zero.

During that phase out period between 1992-2001, major changes to the revenue structure were made through the citizen initiative process in Washington, including capping property tax revenue to a maximum 1% annual increase (previously 6%), repeal of the Motor Vehicle Excise Tax and privatization and liquor sales, all of which reduced revenues to the City directly or indirectly through diminished shared revenues from the State. Collectively, these are fundamental ingredients that comprise the structural deficit.

While the B & O tax is a major source of revenue for many cities in Washington as well as the State itself, a light policy analysis reveals its challenges. Because income tax is unconstitutional in Washington, the B & O is a gross receipts tax; business pay the tax on the gross revenues of their business operations, not on their net profit. The maximum tax rate set in state law is 0.2% of gross receipts¹. Consequently, businesses pay the tax whether they are profitable or not. In addition, the tax implications are different depending on the business's margins: generally, high margin businesses are less impacted by the tax than low margin businesses.

As a border City, Vancouver is adjacent to a state with a very different tax structure, highlighting competitiveness considerations of the B & O.

For context, the state of Washington relies on the B & O for about 19% of its general fund revenues. Similarly, cities that have implemented a local B & O rely on it to support a substantial portion of their general fund budgets. For example, the cities of Tacoma, Bellevue, Seattle, Bellingham, Everett and Kent all rely on the B & O for between 19% and 22% of their general fund budgets. State-wide, 50 cities serving about 44% of the total incorporated population (about 2.275 million residents) rely on the B & O as an integral part of funding urban services. Many of these cities are along the I-5 corridor.

¹ There may be other rates for specific segments of sectors, such as digital products and services, though additional research would be needed.

It is difficult to accurately estimate what the revenue generation from a B & O may be in Vancouver. It is dependent upon what rate is established for different sectors (retail, wholesale, services, warehousing, etc.) and what exemption thresholds are set. While the retail revenues could be projected with high confidence because of the City's retail sales tax data and history, potential revenues from other sectors are more difficult to estimate.

In addition, the net revenue potential of a B & O depends on what policy Council directs relative to the current Business License Surcharge (BLS) program. The BLS program raises approximately \$11 m (2024) and is forecast to raise approximately \$20 m annually on full implementation (currently 2030). If a B & O tax were enacted in Vancouver, Council should consider a repeal or phase out of the BLS program, resulting in a net increase in revenue impact that is lower than the amount generated by a B & O alone.

Generally, based on a review of the distribution of employment by sector and overall employment, the revenue generated by a flat 0.1% B & O tax rate across all Vancouver business sectors could generate between \$20 m - \$30 m annually. Further research would be needed to validate this range and estimate, which would be adjusted to reflect net revenues resulting from Council's policy direction on phase out of the BLS.

There are administrative costs associated with implementing a B & O that are comparable to current costs associated with the BLS program.

Attached for Council's reference is a memorandum with greater detail about the B & O, originally provided with the May 10th budget workshop packet.

Bridge Shelter Funding

The City's emergency response to homelessness relies on the establishment of a 150-bed bridge shelter (plus limited surge capacity) with 24-hour wraparound services on-site to assist individuals who are homeless and are experiencing mental health or substance use disorders. It is anticipated that the shelter, combined with the four Safe Stay communities, the Safe Park, and the expansion of street response teams and the HART team, would all be sufficient to support an amendment to the City's camping and outside habitation ordinance to restrict and enforce areas eligible for camping in Vancouver significantly. In this context, the bridge shelter is a lynchpin to the City's overall emergency response strategy.

The projected bridge shelter costs fall into two primary categories, capital and operating. A combination of restricted and one-time revenues from the following sources best addresses each category of spending.

Council should be aware that, given the forecasted deficit for the 2025-26 biennium, all of these sources are anticipated to be allocated to sustain the City's other homelessness efforts, including the HART team, street response and Safe Stay/Park network. If direction is given to use these sources to fund the operating costs of the new shelter fully, all other homeless

programming will be reduced significantly; there is not capacity to sustain both current operations and the new additional shelter.

- **Affordable Housing Sales Tax:** ~\$6.5 m annual revenue. The City has adopted the 0.1% affordable housing sales tax authorized in RCW 82.14.530. The restrictions and limitations of this revenue source are:
 - A minimum of sixty percent of the money collected under this section must be used for:
 - Constructing or acquiring affordable housing; or
 - Constructing or acquiring behavioral health-related facilities; or
 - Funding the operations and maintenance costs of new affordable housing units and facilities where housing-related programs are provided or newly constructed evaluation and treatment centers.
 - The affordable housing and facilities providing housing-related programs supported by this revenue may only be provided to persons within any of the following population groups whose income is at or below sixty percent of the median income of the county imposing the tax:
 - Persons with behavioral health disabilities;
 - Veterans;
 - Senior citizens;
 - Persons who are homeless or at risk of being homeless, including families with children;
 - Unaccompanied homeless youth or young adults;
 - Persons with disabilities; or
 - Domestic violence survivors.
 - The remainder of the money collected under this section must be used for the operation, delivery, or evaluation of behavioral health treatment programs and services or housing-related services.
 - In the 2024 Budget, this revenue source funds the standing up and operation of the four Safe Stay locations.
- **Affordable housing Sales Tax Credit:** ~\$0.7 m annual revenue; expires in 2039. [Substitute House Bill 1406](#) allows local jurisdictions (cities and counties) to impose a local state-shared sales and use tax to fund affordable or supportive housing. The consumer does not pay this tax, and the effective sales tax rate remains the same. Instead, this tax is credited against the 6.5% state sales tax.

This is a “one-time” tax that expires after 20 years. Due to its limited duration, it is best suited to capital costs supporting construction of or related to new permanent housing.

Funds from this tax must be used for acquisition, rehabilitation or construction of affordable housing, or funding the operations and maintenance costs of new units of affordable or supportive housing.

- **Affordable Housing fund (Proposition 3):** \$10 m total annual revenue; specific allocations below. The City’s voter-approved affordable housing fund is focused on housing production. However, [the adopted Administration & Finance Plan](#) provides for up to \$1 million annually for temporary shelter.

These funds are used to support shelter bed capacity operated by other non-profit providers, including targeted population beds such as for single women, (up to a total of \$0.7 m). While these funds can be diverted to support the planned bridge shelter, it would be at the expense of reduced support to current providers. This, in turn, would potentially increase risk for certain vulnerable populations and diminish the benefit of the bridge shelter. The funding could be backfilled by the CDBG grant, but, again, at a cost to other currently funded programs.

The City Council may amend the Administration & Finance Plan to allow more funds to be used for shelter. However, every dollar diverted from housing production (i.e., funding the construction of new housing) exacerbates the housing crisis over the mid to long term and may be seen by the electorate as inconsistent with the original intent.

- **Opioid Settlement Funds:** ~\$0.7 m annual revenue; expires in 2038. The City has participated in a series of class action opioid litigation settlements, resulting in funds being delivered to the City in annual increments. The services planned as part of the shelter are eligible expenses for opioid funding.

The above sources of funds are also eligible to support the City’s other ongoing homeless response efforts, including the Safe Stays, Safe Park HART/Street Response teams. Given the forecasted deficit in the next biennium, reliance on these restricted revenues instead of general fund will be a critical tactic to balance the budget and maintain homelessness response services.

Given the above, there is sufficient capacity within restricted revenues to maintain current response programs as well as fund a small portion of the planned shelter. Depending on Council direction on use of the current restricted revenues described above, the remaining gap to fully fund operations of the bridge shelter is \$5.5 – 6.5 million.

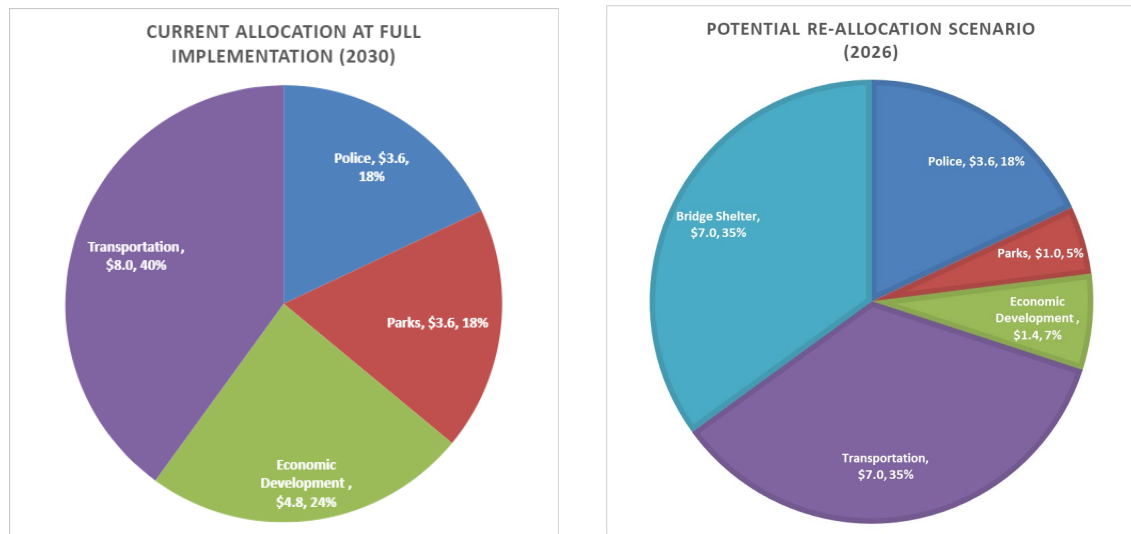
Further, the combined fund balance resources for the above identified restricted funds, along with philanthropic contributions and grants, is likely to be sufficient to cover the one-time capital costs of the shelter.

There are two revenue options that would raise sufficient new funds to cover this gap:

- *Acceleration of the planned Business License Surcharge (BLS) increase and reallocation of a portion of new funds to the shelter.*
 - In 2022, the Council adopted a restructuring and increase to the City’s business license surcharge program. This was intended to roughly double this revenue

source over six years (2023-2030) and allocate the new revenue primarily to infrastructure investments to support economic development and parks.

- This would increase the per FTE surcharge from \$125 in 2024 to \$245 in 2026 instead of currently planned and adopted 2030 horizon.
- Accelerating the implementation schedule to be completed by 2026 and reallocating funds would be a viable way to raise sufficient revenue to fund the shelter.
- There are opportunity costs associated with a reallocation of forecasted, dedicated funds away from infrastructure. Doing so may slow progress on priority redevelopment projects such as the Heights District, the planned redevelopment of the PW Operations Center in the Fourth Plain Corridor, and strategic investments in public infrastructure that would spur private investment in other areas of the city.
- The current planned and prospective future allocations under this option are:



- Implementation of a 0.1% retail-only

business and occupation tax. As noted above, this option would reinstate a limited B & O applicable exclusively to gross receipts of retail businesses. Because the City has reliable retail sales data, the revenue from this rate can confidently forecasted at \$6.5 m (2025).

There are administrative costs with implementing a B & O, as noted above.

In either funding option, staff recommends the Use be memorialized with the enacting ordinance, and it include a sunset clause tied to shelter operations.

Next Steps

Following discussion and direction on June 10, the new revenues endorsed by council will be further refined as part of development of a 2025-26 balanced budget solution. This will include

engagement with the relevant advisory boards & commissions, other stakeholders and the broader community.

If new information is discovered about new revenues as the budget is being developed or additional direction is needed, staff will return to Council over the summer. Final action and implementing ordinances for all revenues will be presented as part of this fall's recommended budget.



2025-2026

Budget – Revenue

Natasha Ramras
Chief Financial Officer
Financial & Management Services
May 6, 2024

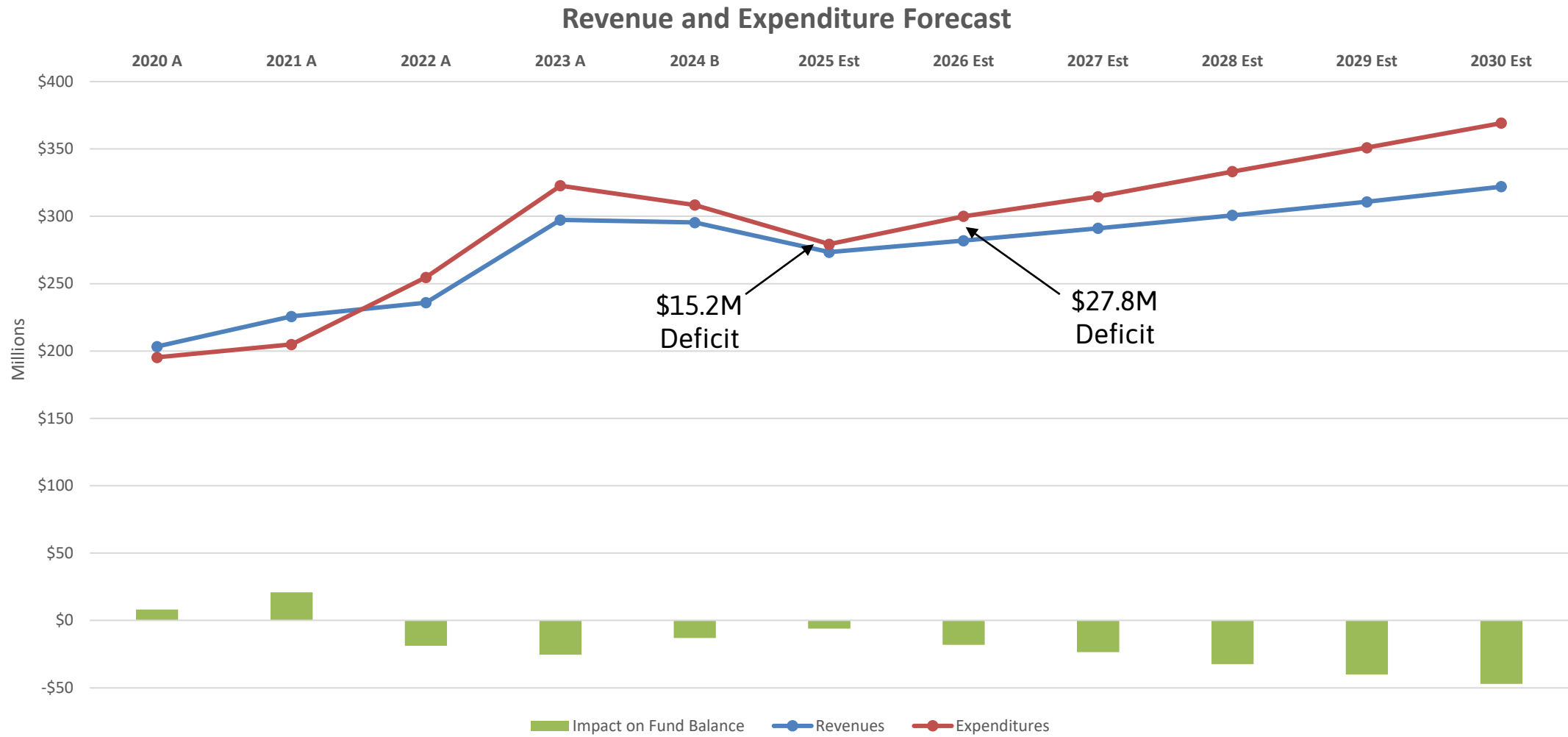
Shannon Olsen
Budget Manager

Agenda

- Review and affirm a shared understanding of forecasted 2025-2026 deficit.
- Review and affirm the range of revenue tools to contribute to a balanced budget solution.
- Review and seek direction on a preferred option to fund the planned bridge shelter.
- Next Steps



2025-2030 General, Street, and Fire Funds Forecast



Revenue Options



2025-2026 Budget: Revenue Options

Private Utility Tax – Cable Utility - Confirm

Authority & Limits	Revenue Potential	Restrictions	Considerations
• Councilmanic authority • Typical rate = 6% • Potential for higher rate	• 1% = ~\$0.3M • 6% rate = ~\$1.9M annually	• None – may be used for any general government purpose	• Current tax rate* = 0% • Broad tax base • May decline over time • Impacts to cable providers; ultimate impact to subscribers

*Current franchise fee = 6%



2025-2026 Budget: Revenue Options

Private Utility Tax – Cable Utility – Additional Consideration

- **Recommendation: implement a 6% Cable Utility Tax ~\$1.9 Mil in new revenue**
- Additional considerations:
 - Estimated new city cost to collect ~\$0
 - Simplification of utility tax code expected as part of implementation



2025-2026 Budget: Revenue Options

Video Streaming Services/Digital Goods tax

Authority & Limits	Revenue Potential	Restrictions	Considerations
• Potential councilmanic excise tax authority (home rule) • May be Business & Occupation Tax rate of 0.471% on all “digital goods” in state law	• Unknown at this time	• None – if viable, may be used for any general government purpose	• No current tax • Potentially broad tax base • May fluctuate / decline over time • Additional research needed – Vancouver would be pioneering policy



2025-2026 Budget: Revenue Options

Video Streaming Services/Digital Goods Tax – Additional Considerations

- ***Recommendation: Additional research needed - unreliable revenue source for 2025-2026***
 - Additional Information:
 - Potential excise tax
 - Potential statutory B & O authority
 - No other precedents in the State of Washington
 - Difficult to collect – other jurisdictions that taxed these services are struggling to collect revenue pending legal challenges, some have seen none after implementation in 2019.



2025-2026 Budget: Revenue Options

Commercial Parking Tax - NEW

Authority & Limits	Revenue Potential	Restrictions	Considerations
• Councilmanic authority • Wide range of rate setting authority (gross proceeds, number of vehicle stalls, zoning, geography, etc.) • Would apply to public and private parking	• 5% on gross revenues ~\$0.4M annually	• Must be used for transportation improvements	• Current tax rate = 0% • Broad latitude in rate setting • Initial recommendation likely to be simplest to administer • Likely result in new administration cost of at least \$250K



2025-2026 Budget: Revenue Options

Commercial Parking Tax – NEW- Additional Consideration

- **Recommendation: implement as a new revenue source**
 - Staff will refine recommendation to generate a targeted net \$500K from this source, focusing on :
 - It does not impact housing affordability
 - Supports ease of administration
 - Establishes equitable rate
 - Recommends rules for administering the tax, including provisions for reporting by commercial parking businesses, collection, and enforcement.



2025-2026 Budget: Revenue Options

Property Tax – Proposition 2 Banked Capacity

Authority & Limits	Revenue Potential	Restrictions	Considerations
• Councilmanic authority • Total levy limit \$2.56	• ~\$5.5M annually (2025)	• Must be used for Fire and EMS operating and capital purposes	• Current 2024 levy rate = \$2.08 • Interplay between original levy rate of \$0.50 and maximum banked capacity • Broad tax base • Equity and competitiveness



2025-2026 Budget: Revenue Options

Property Tax – Banked Capacity

- **Recommendation: implement banked capacity dedicated to Proposition 2 investments**
 - Up to \$1.9 Mil per year to cover inflation costs for Fire Proposition 2-funded positions
 - Up to \$3.6 Mil per year to fund debt service to be issued in 2025 to replace stations 3 and 6.
 - Additional capital needed in the future to complete the full scope of capital included in the Proposition 2



2025-2026 Budget: Revenue Options

Admissions Tax - NEW

Authority & Limits	Revenue Potential	Restrictions	Considerations
• Councilmanic authority • 5% on movie admission tickets	• 5% = ~\$0.4M annually	• None - May be used for any general government purpose	• Current tax rate = 0% • Declining revenue stream • New tax to administer



2025-2026 Budget: Revenue Options

Admissions Tax – New

- **Recommendation: implement as a new revenue source**
 - Adopt the admissions tax at 5%, applicable to commercially ticketed events (primarily movie tickets)
 - Consider nexus with support of arts and cultural programming, including the planned Arts hub



2025-2026 Budget: Revenue Options

Culture Access Sales Tax - NEW

Authority & Limits	Revenue Potential	Restrictions	Considerations
• Councilmanic authority • Maximum 0.1% of Sales Tax • Authorized for 7-year period • May be renewed for successive 7-year period	• 0.1% = ~\$6.5M annually (2024)	• May be used for multiple purposes related to cultural access programs (operating & capital) • Portion <u>must</u> be used to support increase cultural program access for students who live in the City	• Will not close the 2025-26 gap between revenues and expenditures

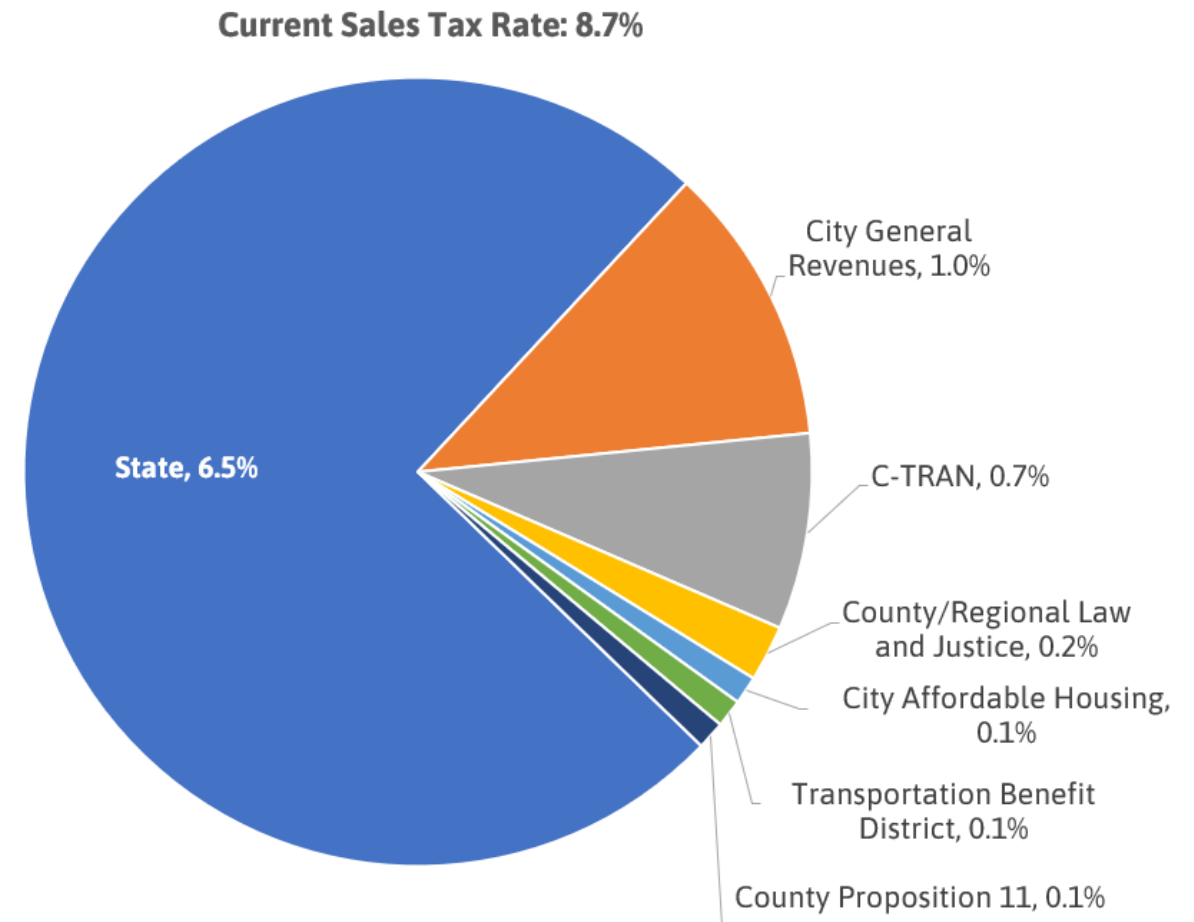


2025-2026 Budget: Revenue Options

- **Cultural Access Sales Tax**
– **NEW** (continued)

- Current Sales Tax Rates:

- 0% for Cultural Programs
- 1.0% for General City Revenues
- 0.1% for Affordable Housing
- 0.1% for Transportation Benefit District (TBD)



2025-2026 Budget: Revenue Options

Cultural Access Sales Tax – New

- **Recommendation: implement new revenue**
 - Adopt the 0.1% Cultural Access Sales Tax
 - Engage with the Arts, Culture & Heritage Commission to explore:
 - Support of arts and cultural programming consistent with state law
 - Nexus with planned Arts Hub
 - Non profit arts organizations



Funding Bridge Shelter Operations and Capital

- Estimated annual cost of operations and wrap around services \$6-7 mil annually (2026 dollars)
 - 24/7 Site operator: ~\$4.0 m
 - Medical assisted treatment (MAT) provider: ~\$1.0 m
 - Building & site maintenance: ~\$1.0 m
 - Building utilities: ~\$1.0 m
- One time cost of land acquisition and construction: \$16 mil (2025)



2025-2026 Budget: Bridge Shelter Funding Options

	Accelerate Implementation & Re-direct Business License Surcharge	B&O for Retail only at \$1 per \$1000
Projected New Revenue	\$7 Mil	\$6.5 Mil + supplement from AH Prop Tax
Implementation	2026	2026
Pros	• Known mechanism • Easy administration • Paid by all businesses	• New source that does not require trade-offs • Broader revenue base
Cons	• Reduces future funding for Parks and Economic Development • Speeds up fee/surcharge implementation from 7 years to 4 years	• Linked to economic fluctuations • Paid by retail sector only - concentrated • No current administrative capacity to administer



2025-2026 Budget: Bridge Shelter Funding Options

Business & Occupation (B&O) Tax – NEW

Authority & Limits	Revenue Potential	Restrictions	Considerations
• Councilmanic authority • Maximum rate = 0.2% of gross revenues • May establish different rates for different business segments	• 0.1% = ~\$20M+ annually • Depends if the Business License Surcharge (BLS) is rolled back • Difficult to estimate	• None – may be used for general government purpose	• Current tax rate = 0% • State of WA B&O tax applies to businesses within City • Broad business base • Competitiveness • Administratively complex



2025-2026 Budget: Bridge Shelter Funding Options

Business & Occupation (B&O) Tax – 0.001 on retail only:

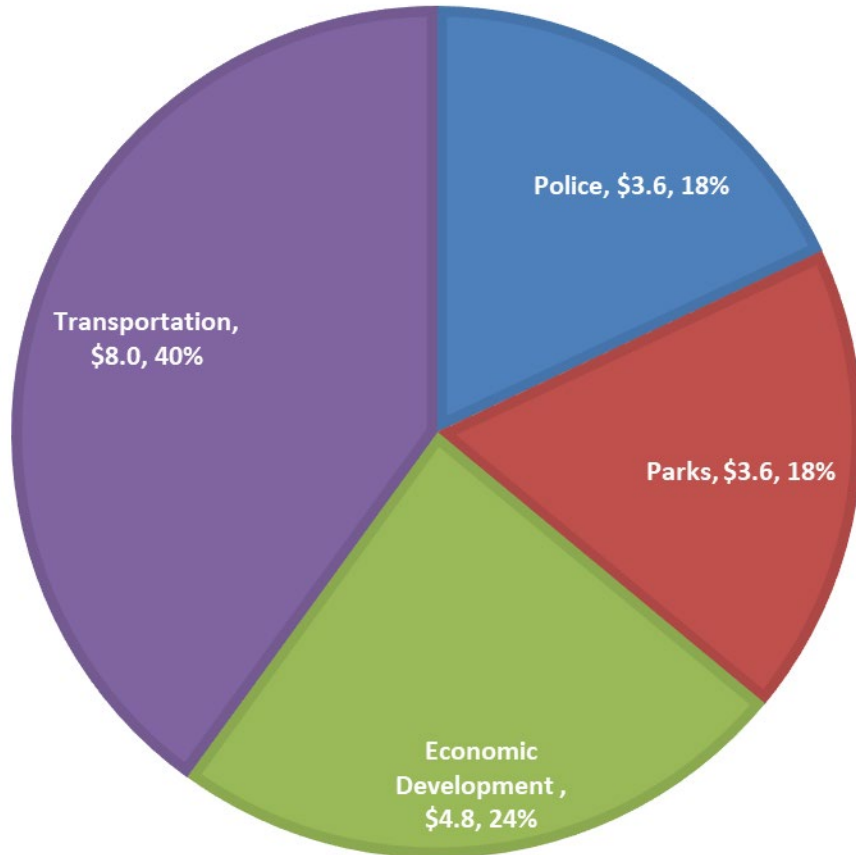
- Estimated net annual revenue ~\$6 mil/year
- Additional administration cost \$400K
- Proposed Use:
 - Bridge Shelter operations
 - Tie to use via enacting ordinance
 - Sunset upon closure of shelter



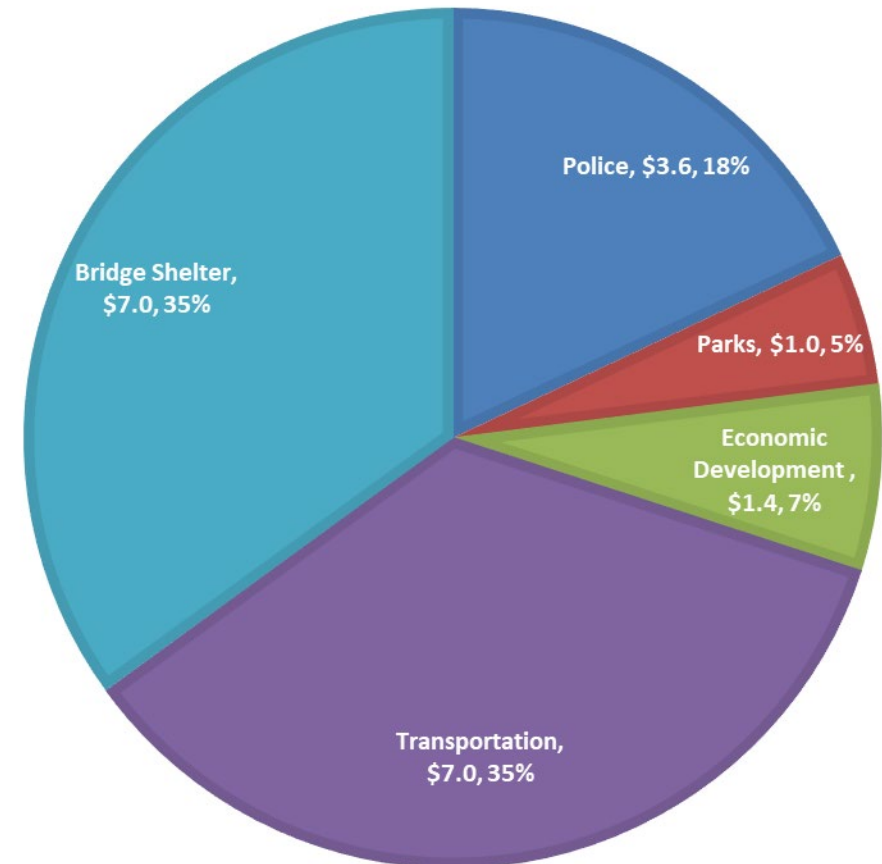
2025-2026 Budget: Bridge Shelter Funding Options

BLS Re-allocate and Accelerate Full Implementation by 2026

CURRENT ALLOCATION AT FULL IMPLEMENTATION
(2030)



POTENTIAL RE-ALLOCATION SCENARIO
(2026)



2025-2026 Budget: Bridge Shelter Funding Options

BLS Re-allocate and Accelerate Full Implementation by 2026

- Rate would increase from \$125/FTE in 2024 to \$245/FTE in 2026 instead of 2030.
- Would result in some residual funds for economic development and parks capital
- Proposed Use:
 - Bridge Shelter operations
 - Tie to use via enacting ordinance
 - Sunset upon closure of shelter



2025-26 Budget: Recommended Revenues Summary

- Recommended Revenue Options would generate approximately \$3.8 mil/year (\$7.6 mil/biennium) that would be applicable to the current budget gap
- Other revenue options will potentially fund increases in certain related programs
- Council direction needed on bridge shelter funding



2025-2026 Summary Revenue Recommendations

Source	Dollar Amount	Restrictions?	Applicable to close the Budget Gap for 2025-2026?	New Expense in addition to the Gap?	Additional Consideration
Cable Tax 6%	1.9 Mil	No	Yes	No	Move forward
TBD License \$10	\$1.4 Mil	Yes – Transportation Only	No	Yes	New Transportation Expenses
Commercial Parking Tax	\$0.5 Mil	Yes – Transportation Only	No	Yes	New Transportation Expenses
Banked Capacity	\$5.5 Mil	Yes – Prop. 2 Authorized expenses	\$1.9 Mil -Yes	Yes, \$3.6 Mil	Move forward



2025-2026 Summary Revenue Recommendations

Source	Dollar Amount	Restrictions?	Applicable to close the Budget Gap for 2025-2026?	New Expense in addition to the Gap?	Additional Consideration
Admissions Tax	\$0.4 Mil	No	No	Yes	Consider nexus to arts, culture and heritage programs, including Planned Arts hub
Arts & Culture Sales Tax	\$6.5 Mil	Yes, a portion has to be used for access to culture	No	Yes, for access to culture and for arts and culture expenses	Additional evaluation is needed



2025-2026 Budget: Bridge Shelter Funding

Options & council Direction

BLS Acceleration & Reallocation

- Accelerate BLS implementation from 2029 to 2026.
- Reallocate new revenue from economic development and parks infrastructure to shelter
- Sunset allocation upon shelter closure; return to original allocation

Retail Only Business & Occupation Tax

- 0.1% applicable to retail gross receipts only
- Tied to shelter operations by ordinance
- Sunset upon closure of shelter



2025-2026 Budget: Recommended Framework

In the context of the Strategic Plan:

- GF and GF Supported Funds Recommended Revenue:
 - Utility Taxes:
 - Cable
 - Expand current city utility tax to all gross revenues of the City's Water, Sewer, Solid Waste and Drainage utilities; potential new revenue ~\$4-5 million annually
 - Request \$10 TBD License Tab Increase
 - Parking Tax
 - Proposition 2 - Property Tax Banked Capacity
 - Optimize all fee for service revenues



2025-2026 Budget: Recommended Framework

In the context of the Strategic Plan:

- Recommended New Initiative Revenue:
 - Bridge Shelter: per Council direction
 - Arts Hub and Operations:
 - Arts and cultural access sales tax
 - Admissions Tax
 - Additional Transportation Expenses funded by the new revenues

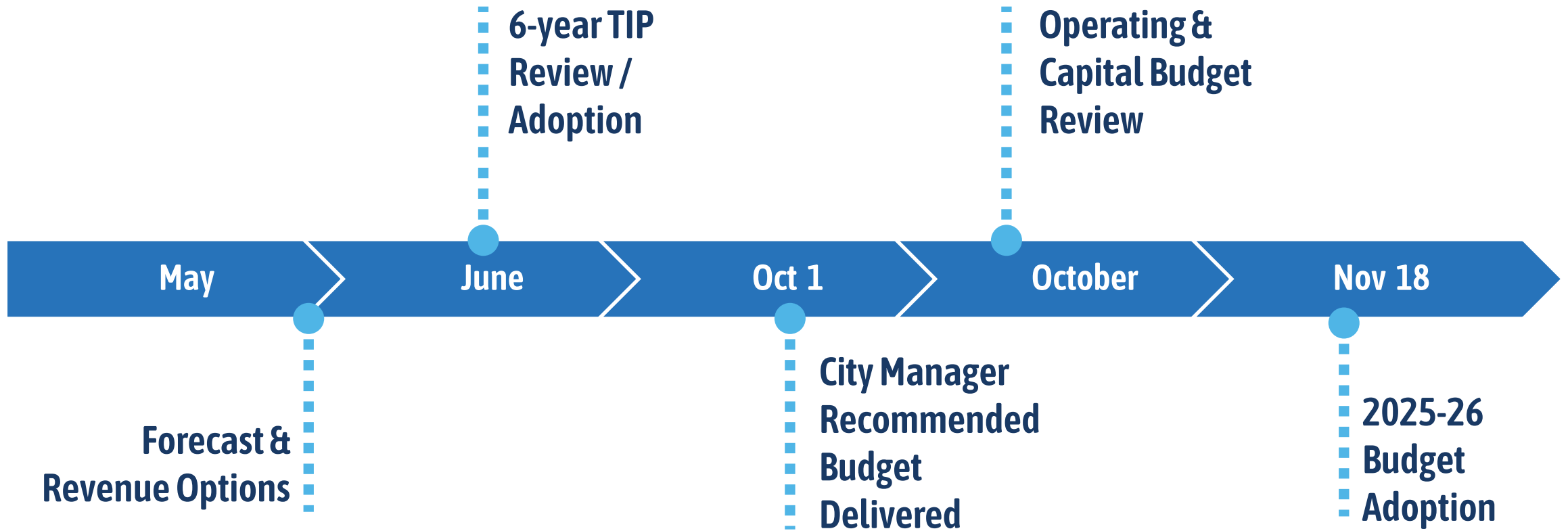




Questions & Discussion



Budget Process Schedule



Public Outreach (summer)



Thank You



shannon.olsen@cityofvancouver.us | 360-487-8497 | cityofvancouver.us



Staff Report: 106-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/10/2024

SUBJECT Bid Award - Fourth Plain - Ft. Vancouver Way to Andresen Road NHS Resurfacing Project ITB 24-28

Key Points

- The City maintains over 1,900 lane miles of streets in its system.
- The City's annual resurfacing and preventive maintenance contracts are the primary way that the streets get curb to curb work done on them.
- The project will implement Council direction from the Phase 2 Fourth Plain Safety and Mobility Project, specifically along Fourth Plain Boulevard between Fort Vancouver Way and Andresen Road with additional protected mobility lanes and enhanced transit lanes.
- Over two million dollars of the construction is being funded with a National Highway System (NHS) federal grant (\$1,760,000) and a Washington State Transportation Improvement Board (TIB) grant (\$500,000).

Strategic Plan Alignment

Transportation and Mobility - a safe, future-ready and convenient transportation system.

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

Present Situation

The Fourth Plain Blvd. – Fort Vancouver Way to Andresen Road NHS Resurfacing Project is being constructed as part of the Pavement Management program. This project involves paving with hot mix asphalt along the Fourth Plain corridor. A total of 11.5 lane miles of street will be paved under this contract.

The attached vicinity map shows where the paving will occur along Fourth Plain.

On May 14, 2024, the City received 3 bids for the subject project. The bids ranged from \$4,409,028.00 to \$5,416,386.72. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Granite Construction Company, Vancouver, WA	\$4,409,028.00
Lakeside Industries, Vancouver, WA	\$4,874,444.00
Brix Paving NW Inc., Sherwood, OR	\$5,416,386.72
Engineers' Estimate	\$3,860,000.00

Due to the federal funding associated with this project, the Washington State Department of Transportation (WSDOT) set an Underutilized Disadvantaged Business Enterprise (UDBE) goal of 14%. Granite Construction Company has committed to meet this goal. Although this project has not been assigned a federal training requirement, federal guidelines for grant projects do not allow the inclusion of local agency apprenticeship programs. Consequently, there are no City apprenticeship goals for this project.

Advantage(s)

1. Will result in new pavement on over 11 lane miles of city streets protecting the City's investment in its street network.
2. Will reduce higher future maintenance costs on City streets.
3. Will follow through on commitments and improve neighborhood mobility and safety for vulnerable road users with the implementation of the complete streets elements with the project.

Disadvantage(s)

1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period along the corridors; however, the construction duration is short and lane closures will be limited, which will minimize the temporary inconvenience.
2. Construction will generate noise and dust in the work areas. To mitigate for noise, the contractor will be required to comply with a noise variance for nighttime work. The contractor will also be required to implement a dust control and erosion control strategy at all locations.

Budget Impact

The project is currently funded through the Pavement Management Program and Multimodal Safety and Accessibility program (\$4,409,028.00 combined). Sufficient funds are budgeted to construct the project.

Prior Council Review

1. Reviewed and provided feedback on preliminary recommendations for Fourth Plain Phase 2 (November 14, 2022) for the Safety and Mobility elements of the contract.
2. Reviewed and provided feedback on updated phase 2 design recommendations (February 28, 2023) for the Safety and Mobility elements of the contract.
3. Approval of the resolution (M-4215) to advance Phase 2 design options for the Fourth Plain

and Fort Vancouver Safety and Mobility Project (March 20, 2023) for the Safety and Mobility elements of the contract.

4. Approval of the 2024-2029 Transportation Improvement Program (TIP), Resolution No. M-4235. (June 26, 2023).

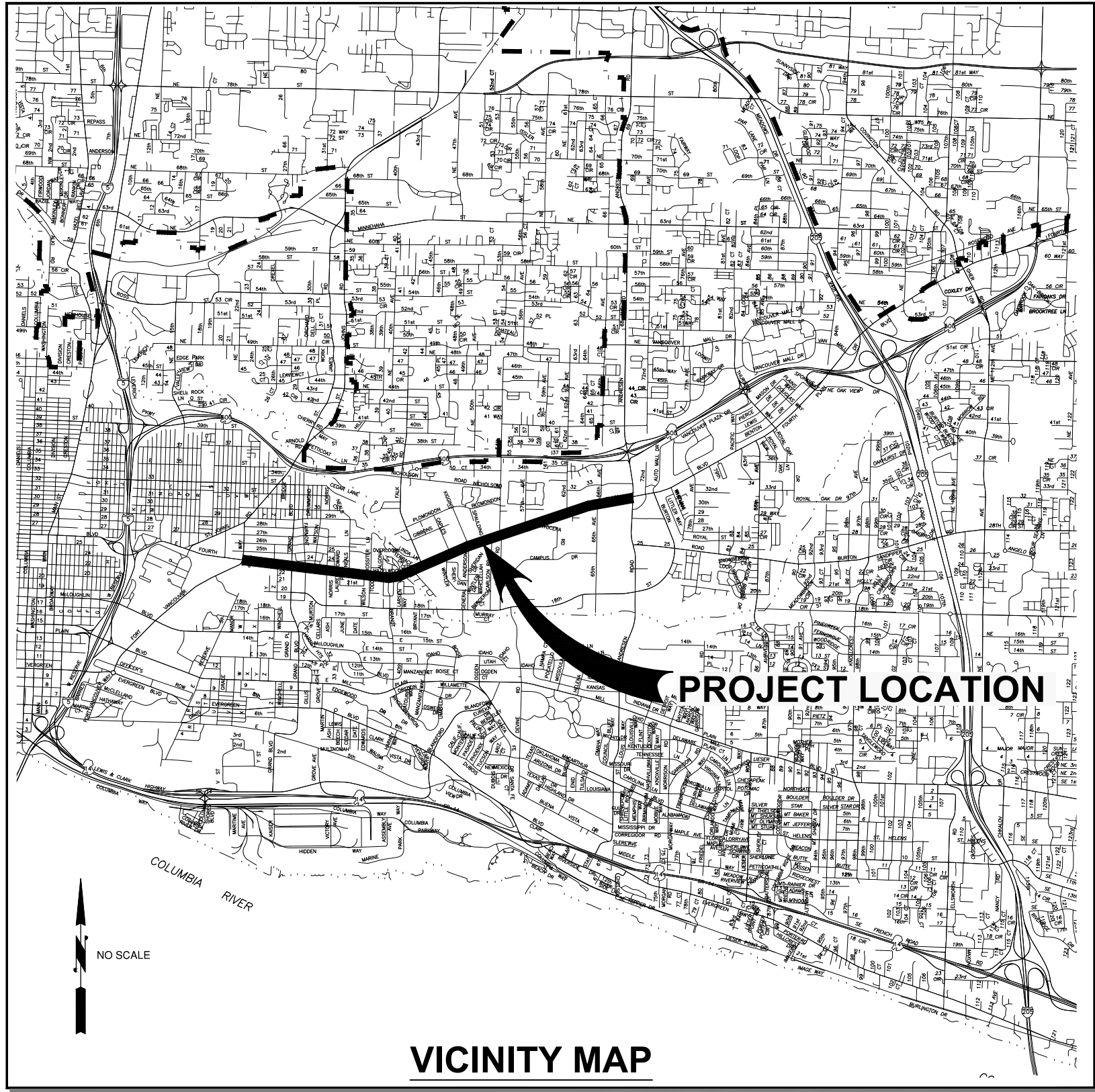
Action Requested

On June 3, 2024, award a construction contract for the Fourth Plain Blvd –Fort Vancouver Way to Andresen Road NHS Resurfacing Project to the lowest responsive and responsible bidder, Granite Construction Company, Vancouver, Washington, at their bid price of \$4,409,028, which includes Washington State sales tax, and authorize the City Manager, or designee, to execute the same.

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

ATTACHMENTS:

- ▣ Vicinity Map
- ▣ Contract



CITY OF
Vancouver
WASHINGTON

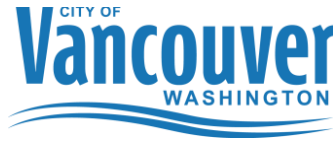
PLANS FOR PROPOSED

E FOURTH PLAIN BLVD NHS RESURFACING PROJECT

FORT VANCOUVER WAY TO NE ANDRESEN RD

APRIL 2024

PROJECT NUMBER - PRJ072824 - ACT00989
BUDGET NUMBER - FUND 103 - CC0167
FEDERAL AID NO. - HSIP 4280 (025)
FEDERAL AGREEMENT NO. - LA10712
FEDERAL CONTRACT NO. - TA7789



CONSTRUCTION CONTRACT # C-101664

ITB 24-28: Fourth Plain - Ft. Vancouver Way to Andresen Road NHS Resurfacing Project

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Granite Construction Company, 16821 SE McGillivray Blvd, Suite 210B, Vancouver, WA 98683 (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

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

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 24-28 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on **Month Day, Year** per Staff Report No. **##-##**; and

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

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

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

This Contract provides for Fourth Plain Blvd from Ft Vancouver Way to Andresen Road within the City of Vancouver including pavement repair, milling of roadways, paving of existing roads, minor utility adjustments, striping and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The Contract Work shall be Physically Complete within 55 Working Days from the Notice to Proceed.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.
3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
5. **DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the

Department of Revenue.

6. **COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.7% Washington State Sales Tax (if applicable) \$4,409,028.00 USD.

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

7. **CONTRACTOR'S INSURANCE:** The Contractor agrees to obtain and provide coverage as described in the WSDOT Standard Specifications 1-07.18 or the Special Provisions as applicable.
8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
9. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall resolve the dispute pursuant to WSDOT Specification 1-09.11 Disputes and Claims and WSDOT Specification 1-09.13 Claims Resolution or the Special Provisions as applicable.
10. **GOVERNING LAW/VENUE:** This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.
11. **EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.
12. **PAYMENT OF LABOR:** The contract will require the payment and tracking of federal wages through Davis Bacon and will be subject to regulations of the U.S. Department of Labor. The higher wage rate between the Federal and State rates, at minimum shall prevail per WAC 296-127-025.

The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

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

In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

13. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

14. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708): Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or

dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 15. PAYMENT TO THE CONTRACTOR:** Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department a Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

- 16. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract as described in WSDOT Standard Specifications or Special Provisions as applicable.

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

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

City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

- 19. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 20. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 21. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 22. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.
- 23. ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.
- 24. TERMINATION FOR CONVENIENCE:** The City, at its sole discretion, may terminate this Contract for convenience as described in the WSDOT Standard Specifications 1-08.10.
- 25. TERMINATION FOR CAUSE:** In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default as described in the WSDOT Standard Specifications 1-08.10.
- 26. WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 27. ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No

prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.

- 28. USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.
- 29. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.
- 30. EQUAL OPPORTUNITY CLAUSE:** During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation

conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

31. CLEAN AIR ACT: The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

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

35. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE: The complete Contract includes all parts listed in the Special Provisions WSDOT Standard Specification Section 1-04.2. On the Contract Plans, Working Drawings, and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

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

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

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

For the Owner: Anna Vogel City of Vancouver 415 W 6th Street 210B P O Box 1995 Vancouver WA 98668-1995 anna.vogel@cityofvancouver.us	For the Contractor: Paul Harding Granite Construction Company 16821 SE McGillivray Blvd, Suite Vancouver, WA 98683 bid.vancouver@gcinc.com
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The undersigned, as the authorized representatives of the Owner and Contractor respectively, agree to all of the terms and conditions contained in this Contract, as of the dates set forth below.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Granite Construction Company

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Staff Report: 107-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/10/2024

SUBJECT Bid Award - ITB 24-27: Water Station 1 Replace Drinking Water Wells 3-5

Key Points

- Water Station 1 is essential to the City's water system in providing safe, clean drinking water.
- This project replaces three outdated wells and pumphouses with a similar water production amount utilizing modern wells, standard pumphouses and updated controls.
- Three (3) bids were received and Holt Services, Inc. has been determined to be the lowest responsive and responsible bidder.

Strategic Plan Alignment

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

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

Present Situation

The Water Station 1 drinking water wells are a critical infrastructure component to Vancouver's water system. The existing Wells 3, 4 and 5 were constructed in 1943, 1944 and 1962, respectively. These outdated wells are low-performing and difficult to maintain. Due to the age and condition of the equipment and structure, these wells were identified for replacement in the most recent Comprehensive Water System Plan.

This project proposes to replace the existing wells within the same wellfield to meet current standards and using modern materials. The wells will be installed within the existing City of Vancouver Water Station 1 at 2103 East Reserve Street. The drilled wells would be completed in the same aquifer as the twelve existing Water Station 1 wells. The planned wells are large diameter to produce the flow rates required for this project. This work was previously advertised under ITB 24-04 with a drilling method restricted to cable-tool drilling equipment. Only one high-cost quote was submitted under ITB 24-04. The City rejected all bids and advertised a second solicitation to include an alternative drilling method to encourage both rotary and cable-tool drillers to bid.

On April 30, 2024, the City received three bids for the project. All bids were above the engineer's estimate, although it should be noted that this was the first well solicitation in a few decades, and the City continues to build current costs for this activity with the expectation that engineer estimates for drilling will be reflective of actual market costs over time. The costs are deemed reasonable by staff. Two of the bidders were deemed non-responsive or non-responsible.

Holt Services, Inc. provided the required experience criteria of drilling and developing similarly sized community drinking water wells. Thus, Holt Services, Inc. was determined to be the lowest responsive, responsible bidder for this solicitation.

The bids are as follows:

SUMMARY OF RESPONSIVE BIDS	
BIDDER	AMOUNT
JKA Enterprises, Inc., Monroe, WA	Non-Responsive
Tacoma Pump Drilling, Graham, WA	Non- Responsive
Holt Services, Inc., Edgewood, WA	\$ 885,035.40
<i>Engineer's Estimate with Tax</i>	<i>\$ 755,465.00</i>

Holt Services, Inc. has completed projects of similar size and scope in the past and has met the requested supplemental responsible bidder criteria. The contractor is unable to meet the apprenticeship goal due to the nature of the specialty work in this project. The City has confirmed there are no applicable apprenticeship programs for this project, should the scope change, staff will work with the contractor to see if apprentices can be obtained.

Advantage(s)

1. Replaces outdated, aging facilities with modern equipment.
2. Ensures reliable supply of safe, clean drinking water.

Disadvantage(s)

None

Budget Impact

The funds for this project are budgeted in the Water Fund, 2023-2024 Capital Budget.

Prior Council Review

City Council rejected bids under a previous solicitation, ITB 24-04, on February 12, 2024.

Action Requested

On June 10, 2024, award a construction contract for the Water Station 1 Replace Wells 3-5 project to the lowest responsive and responsible bidder, Holt Services, Inc. of Edgewood, WA at their bid price of \$885,035.40, which includes Washington State sales tax; and authorize the City Manager, or designee, to execute the same.

Patrick Craney, Water Resources Engineer, 360-487-7167

ATTACHMENTS:

- ▣ Contract
- ▣ Water Station 1 Vicinity Map



CONSTRUCTION CONTRACT # C-101665
BID 24-27: Water Station 1 Replace Drinking Water Wells 3-5

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Holt Services Inc., 10621 Todd Rd E, Edgewood, WA 98372 (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

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

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 24-27 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on **Month Day, Year** per Staff Report No. **##-##**; and

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

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

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

The Contractor shall furnish and install two (2) new municipal drinking water wells. There are multiple municipal drinking water wells on the 25-acre site in operation since 1937. The new wells will be approximately 280 to 290 feet in depth. The wells are to be installed within the existing City of Vancouver Water Station 1 at 2103 East Reserve Street, Vancouver, WA 98661. The drilled wells will be completed in accordance with the attached Contract Plans, these Contract Provisions, State of Washington Codes, Standard Specifications and the Special Provisions.

The Contractor shall restore the surfaces that are disturbed to execute the well drilling.

The contract work shall be Physically Complete within 125 Working Days from the Notice to Proceed.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.
3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.

6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

5. DELINQUENT STATE TAXES: The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

6. COMPENSATION AND SCHEDULE OF PAYMENTS: In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.7% Washington State Sales Tax (if applicable) \$885,035.40 USD.

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

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

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

The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	

COVERAGE	LIMITS OF LIABILITY
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this Contract. Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

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

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

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

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

2. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
3. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract. The Parties agree to pay their own attorneys' fees and expenses.
4. **GOVERNING LAW/VENUE:** This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.
5. **EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.
6. **PAYMENT OF LABOR:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

The prevailing wage in effect for the first contract year is **Tuesday, April 30, 2024**. This rate will be updated annually on the anniversary of the contract.

In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred

to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

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

Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department a Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

- 8. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the City retains the right to participate in said suit.

This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold

harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the Parties and it is the intent of the Parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

- 9. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.
- 10. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.
- 11. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 12. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 13. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.

14. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

15. RELATION OF PARTIES: The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.

16. ASSIGNMENT: This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.

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

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

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

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

19. OPPORTUNITY TO CURE: The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing

all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

- 20. WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 21. ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.
- 22. USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.
- 23. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.
- 25. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 26. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.
- 27. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts, all of which are incorporated herein by reference, and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to the Contract,

2. This Contract,
3. Contractor's Bid including all Addenda to the Solicitation,
4. Special Provisions,
5. Contract Plan Set,
6. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
7. City of Vancouver Standard Plans,
8. WSDOT Standard Specifications,
9. WSDOT Standard Plans.

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

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

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

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

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

For the Contractor:
Randy Holt
Holt Services, Inc.
10621 Todd Rd E
Edgewood, WA 98372
rholt@holtservicesinc.com

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Holt Services, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

WATER STATION 1 - SITE & VICINITY



Staff Report: 108-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/10/2024

SUBJECT Bid Award - ITB 24-29: SEH Pump Station Improvements

Key Points

- The SEH (Industrial) Pump Station is a City-owned pump station and is a critical infrastructure component to Vancouver's wastewater conveyance system.
- The pumps, valves, and appurtenances are worn and have exceeded their useful lives. While routine maintenance has been conducted on the assets to date, the aged mechanical parts are resulting in increased maintenance work.
- The project will replace all major components of the pump station to ensure continuous, reliable service and provide easier and safer access for maintenance workers.

Strategic Plan Alignment

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

Present Situation

The SEH Pump Station was constructed in 1997 and the original pumps and appurtenances are still in use today. Wastewater pumps, valves and appurtenances have an expected useful life of up to 25 years.

The project will replace the aging pump station infrastructure with modern and energy efficient pumps consistent with current City standards for construction of sewage pump stations. The project will also include minor site improvements, including railings and bollards at the pump station to meet state and federal safety standards.

On May 14, 2024, bids were opened for this project (ITB 24-29). Bids were received from one (1) firm:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Stellar J Corporation – Woodland, WA	\$893,726.47
<i>Engineers' Estimate</i>	<i>\$748,950.00</i>

The low bidder, Stellar J Corporation, was found to be responsive and responsible. They also met the minimum requirements listed in the Supplemental Bidder Responsibility Criteria.

The Contractor intends to exceed the required 3% apprenticeship goal by utilizing 200 apprenticeship hours out of the estimated total 996 project hours.

Advantage(s)

1. Replaces outdated equipment that has exceeded its expected useful life with modern and efficient equipment.
2. Ensures continued reliable, safe pumping and conveying wastewater in Vancouver's collection and treatment systems.
3. Reduces wastewater operations materials costs and staff time for maintaining the pump station.

Disadvantage(s)

None

Budget Impact

The SEH Pump Station Improvements project is programmed into the Wastewater Treatment Capital budget for \$804,015.00. Funds are available in the capital budget to transfer to this project.

Prior Council Review

Approved in the 2023-2024 Wastewater Treatment Capital Budget.

Action Requested

Award a construction contract for the SEH Pump Station Improvements project to the lowest responsive and responsible bidder, Stellar J Corporation of Woodland, Washington at their bid price of \$893,726.47, which includes Washington State sales tax, and authorize the City Manager, or designee, to execute the same.

Frank Dick, Wastewater Treatment Engineering Manager, 360-487-7179

ATTACHMENTS:

- ▣ Contract
- ▣ Project Site Map



**CONSTRUCTION CONTRACT # C-101661
ITB 24-29: SEH PUMP STATION IMPROVEMENTS**

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Stellar J Corporation, 1363 Down River Drive, Woodland, WA 98674, (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

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

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 24-29 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on **Month Day, Year** per Staff Report No. ##-##; and

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

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

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

This Contract provides for civil and mechanical improvements to the SEH Pump Station located at 4111 NE 112th Avenue, Vancouver, WA 98682. The Work includes removal of existing infrastructure, civil site improvements, and pump station improvements and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The Contract work shall be Physically Complete within 90 Working Days from the Notice to Proceed.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.
3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
5. **DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

6. **COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.7% Washington State Sales Tax (if applicable) \$893,726.47 USD.

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

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

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

The Contractor agrees to procure insurance coverage as required below:

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

COVERAGE	LIMITS OF LIABILITY
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$3,000,000
Annual Aggregate	\$6,000,000

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

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

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

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

8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.

9. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract. The Parties agree to pay their own attorneys' fees and expenses.
10. **GOVERNING LAW/VENUE:** This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.
11. **EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.
12. **PAYMENT OF LABOR:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

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

In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

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

Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department of Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

- 14. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the City retains the right to participate in said suit.

This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the Parties and it is the intent of the Parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

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

- 16. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and

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

- 17. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 18. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 19. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 20. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 21. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.
- 22. ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.

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

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

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

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

- 25. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

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

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

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

- 29. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 30. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.
- 31. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 32. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.
- 33. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts, all of which are incorporated herein by reference, and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
1. Amendments to the Contract,
 2. This Contract,
 3. Contractor's Bid including all Addenda to the Solicitation,
 4. Technical Specifications,
 5. Contract Plan Set,
 6. General Conditions for Facility Construction.

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

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

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

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

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

For the Contractor:
Jeff Carlsen
Stellar J Corporation
1363 Down River Drive
Woodland, WA 98674
jeffcarlsen@stellarj.com

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Stellar J Corporation

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Industrial (SEH) Pump Station

Staff Report: 109-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/10/2024

SUBJECT Contract Approval - C-101650 for Preventative Maintenance, General Repairs, and New Vehicle and Upfitting

Key Points

- The City's fleet has ongoing repair and maintenance needs; and staff is recommending that the City Council approve the new contract, C-101650, which Wapiti NW was awarded from RFP 18-24 Preventative Maintenance, General Repairs, and New Vehicle and Equipment Upfitting.
- The award of contract C-101650, the result from RFP 18-24 Preventative Maintenance, General Repairs, and New Vehicle and Equipment Upfitting, followed the RFP process and Wapiti NW was ultimately the highest scoring proposer and awarded the contract.

Strategic Plan Alignment

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

Present Situation

Fleet Services will be using these services to cover any equipment repairs that would otherwise be delayed due to the shop's workload. Equipment availability is one of Fleet Services key performance indicators, so staff issued a request for proposal to select a qualified firm to fulfill this contract need.

Advantage(s)

1. Reduces equipment downtime that occurs due to Fleet Services workload.
2. The vendor covered under the previous contract continuously provided high quality, dependable equipment repairs that helped maintain the City fleet and the operational needs of multiple City maintenance departments. Staff is confident that the vendor will continue to provide great service.
3. The approval of this contract will enable Fleet Services to concentrate on preventive maintenance and repairs that are more urgent in need.

Disadvantage(s)

None

Budget Impact

None. The City will utilize the contract on high priority essential equipment purchases and will stay within the current authorized budget for vehicle purchases.

Prior Council Review

None

Action Requested

Authorize the City Manager or designee, to enter into a services agreement with Wapiti NW for the provision of preventative maintenance, new repairs and vehicle and equipment upfitting on an as-needed basis for five years in the amount of \$1,000,000.

Dan Zenger, Equipment Superintendent, 360-487-8205; Jacob Mahan, Senior Management Analyst, 360-487-8195

ATTACHMENTS:

- ▣ Contract



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101650**

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

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

WHEREAS, the City advertised and issued a Request for Proposal, numbered 18-24 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

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

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

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

Contractor to provide preventative maintenance (PM), general repair, and new vehicle & equipment upfitting services as needed.

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

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$500,000.00 USD.

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

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

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

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

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

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

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on June 1, 2024 and continue until May 31, 2029. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor’s responsive proposal to the City’s solicitation, and the City’s solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor’s obligations under this agreement (collectively referred to as “subcontractors”), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
9. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the

time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.

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

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

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

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

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

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

13. OPPORTUNITY TO CURE: The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor

fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

14. COMPLIANCE WITH THE LAW: The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

15. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

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

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

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Disease Each Employee	\$500,000
Disease Policy Limit	\$500,000
Each Claim	\$500,000

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

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

- e. Coverage Trigger: The insurance must be written on an “occurrence” basis. This must be indicated on the Certificate.

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

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

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

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

John Muonio

Wapiti NW LLC

7319 NE 37th AVE

Vancouver, WA 98665

Email: john@wapitinw.com

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

- 19. AMENDMENTS:** All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

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

- 21. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

- 22. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of

Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

- 23. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 24. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.
- 25. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 26. NONDISCRIMINATION:** The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Wapiti NW LLC

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ATTACHMENT “A”:

Scope of Work

1. Preventative Maintenance (PM)
2. General Repairs
3. New Vehicle & Equipment Upfitting

The purpose of this service agreement is to provide the City of Vancouver Fleet Services additional support in its day-to-day operations in the areas identified above. Services will be provided on vehicle and equipment that includes, but are not limited to, sedans, light duty trucks, medium duty trucks, heavy duty trucks, trailers, air brakes, construction equipment, generators, construction equipment, and fire apparatus and equipment.

The Contractor must offer vehicle and equipment transport services from the following City of Vancouver’s facilities:

- Fleet Services: 4711 E Fourth Plain Blvd, Vancouver WA 98661
- Fire Department: 7110 NE 63rd Street, Vancouver WA 98661

Services under this contract will be provided on an as-needed basis. There are no guarantees for minimum work under this contract.

Certifications & Licenses

Contractor must have the following certifications and licenses to provide the services under this contract:

- Automotive Service Excellence (ASE) Master Technician certified in Automobile and Medium-Heavy Truck
- Emergency Vehicle Technician (EVT) Master Level III certified
- Commercial Driver’s License (CDL)

Preventative Maintenance (PM)

The City’s vehicles are maintained on regular service intervals either by time or usage. These intervals are indicated by either PM A, PM B, PM C, etc. with the related PM checklist.

For PM work each unit will have their related PM service checklist completed with any deficiencies reported on the checklist, dated and signed by the performing certified technician and shop foreman, manager or designee. Any additional service work outside of the PM service checklist shall be approved by the City prior to conducting the work. In addition, a repair estimate must be prepared, quoted, and signed off on by the Equipment Service Superintendent or designee

prior to the start of work. The Contractor shall notify Equipment Service immediately of any safety related issues.

General Repairs

Contractor to provide service & repairs to all common mechanical and electrical systems on an as needed basis.

New Vehicle & Equipment Upfitting

Contractor to provide labor to install upfitting equipment in City vehicles. Items to be installed include, but are not limited to, fire extinguishers, first aid kits, city decals and logos, light bars, strobe lights, mobile radios and antennas, consoles, brackets, and related switches.

Services will include provision and installation of equipment including all wiring, fabrication and removal and reinstallation of interior and exterior vehicle parts as required and requested. All wiring runs, equipment locations, fuse layouts are to be identical on every unit. A lid covering the fuse panel shall indicate the location and function of each fuse within the panel.

The City will provide the related aftermarket equipment necessary for the installation.

Scheduling and Delivery

The City Fleet Services staff will contact the Contractor to notify them that a vehicle or piece of equipment is ready to be serviced. The Contractor has until noon of the next business day to schedule service and coordinate with the City staff on delivery or pickup of the vehicle.

The Contractor agrees to complete the PM service by the end of the work day following the day the City unit arrives at the providers site unless other arrangements have been previously approved. If the Contractor determines that there are circumstances that prevent the work from being completed by the end of the work day, they shall immediately notify the Fleet Services department and provide an estimated timeline and a reason for the delay.

Vehicle Records

Contractor shall be responsible for maintaining complete vehicle maintenance records. Contractor shall maintain a vehicle record file for each vehicle or piece of equipment serviced and provide the records to the City upon request.

Invoicing

Contractor shall bill for work within 5 business day of completion of the work. The invoice shall include the completed PM service checklist and all required documentation. The invoice shall include, at a minimum:

- A. Contractor's name, address, phone number;
- B. Contract number;
- C. Unique Invoice number and date;
- D. Work order number; and

E. Work orders total, total tax amount, grand total invoice amount

Contractor shall attach a separate work order and submit with the invoice. All work pertaining to one vehicle or piece of equipment shall be included on a single work order, except for body repair service, which must be submitted on a separate work order. The work order shall include:

- Date work performed;
- Date in/date completed;
- Vehicle number;
- Odometer reading when the vehicle is brought in, when work was completed, and when the vehicle was picked up;
- Work description coding to indicate each type of and repair service completed; and
- Copy of completed PM Checklist including the signature of the employee that completed the work;

ATTACHMENT “B”:

Payment Rates

Description	Price	
	Labor Hours	1 Hour
Preventative Maintenance	Parts Cost	\$55.23
	Labor Cost	\$174.67
	Total Cost	\$249.44
General Repairs	Parts Discount	\$0.00
	Labor Rates	\$189.43
New Vehicle & Equipment Upfitting	Parts Discount	City Supplied
	Labor Rates	\$189.43

The hourly labor rate for maintenance is submitted as \$174.67, routine repairs and new vehicle & equipment upfitting is submitted as \$189.43. This is intended for the year 2024 with a 4% yearly increase starting on the first day of January of each year continuing.

Pick up and delivery options are available for both locations of Fleet Services; 4711 E Fourth Plain Blvd, Vancouver, Wa 98661 and Fire Department; 7110 NE 63rd St, Vancouver, Wa 98661 and would be based on the maintenance rate.

Staff Report: 110-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/10/2024

SUBJECT Burnt Bridge Creek Land Acquisition

Key Points

- The City received Washington State grant funding of \$397,380 to purchase four parcels along Burnt Bridge Creek to protect this critical riparian corridor.
- Purchasing property in this reach of Burnt Bridge Creek will allow the City to preserve and protect an open space, restore riparian habitat, and increase tree canopy to improve air and water quality, support a healthier aquatic community, and lower risk to human health for those living and working nearby.

Strategic Plan Alignment

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

Present Situation

Burnt Bridge Creek flows through the city of Vancouver and has been on the 303(d) list of impaired waterbodies for bacteria, pH, DO, and temperature violations of water quality standards since 2004. City Surface Water Management identified twelve parcels (33.8 acres) to acquire for protection and restoration. This project will acquire four of those parcels, protecting 6.56 acres of critical riparian area. In 2023, 8.23 acres were purchased under separate state funding.

Advantage(s)

1. Preserving existing vegetation and open spaces is critical to improving water quality in this highly urbanized watershed.
2. Acquisition of these properties will benefit water quality, habitat for aquatic species, and provide natural-space access to nearby communities with environmental justice concerns.
3. Public ownership of these parcels will enable future riparian restoration activities and implementation of stormwater best management practices, including (when feasible) the installation of stormwater facilities to provide water quality treatment for stormwater discharging to Burnt Bridge Creek.
4. This project will protect almost ¼ mile of critical riparian corridor in a heavily urbanized

environment.

Disadvantage(s)

None

Budget Impact

This project is funded through a State Water Quality Combined Financial Assistance Grant. The grant covers planning, appraisal, due diligence, and property purchase costs. It requires a 25% match from the City which will come from the Surface Water Utility Fund.

Prior Council Review

Project funding was previously reviewed by Council as part of the 2023-2024 Surface Water Construction Capital Budget.

Action Requested

Approve the transactions contemplated by the Purchase and Sale Agreement and the Conservation Deed of Right and authorize the City Manager, or designee, to sign the PSA, Deed of Right, and all related documents necessary to facilitate the acquisition of the parcels.

Kris Olinger, Engineering Program Manager, 360-487-7188; Mark Hazuka, Civil Engineer, 360-487-7183

ATTACHMENTS:

- ▣ Vicinity Map
- ▣ Purchase and Sale Agreement Affinity
- ▣ Purchase and Sale Agreement Stonehaven
- ▣ Deed of Right to Use Land for Conservation Purposes 159854000
- ▣ Deed of Right to Use Land for Conservation Purposes 159855000
- ▣ Deed of Right to Use Land for Conservation Purposes 159856000
- ▣ Deed of Right to Use Land for Conservation Purposes 162702003

Burnt Bridge Creek Land Acquisition – Phase 2



Legend

-  Taxlots
-  Taxlots_labels

Notes:

376.2 0 188.08 376.2 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information. Taxlot (i.e., parcel) boundaries cannot be used to determine the location of property lines on the ground.

REAL ESTATE PURCHASE AND SALE AGREEMENT

BETWEEN: Affinity Vancouver Manager, LLC, a Washington limited liability company
("SELLER")
120 W Cataldo Avenue
Spokane, WA 99201

AND: City of Vancouver, a Washington municipal corporation
("BUYER" or "CITY")
PO Box 1995
Vancouver, WA 98668-1995

EFFECTIVE DATE: ____, 2024

RECITALS

WHEREAS, Affinity Vancouver Manager, LLC owns certain real property consisting of three parcels of unimproved, vacant land located in the City of Vancouver, Clark County, Washington, totaling approximately 4.96 acres, as summarized below, the legal descriptions for which shall be incorporated on the attached Exhibit A (the "Property"):

Address/Area	Parcel Number	Abbreviated Legal Description
10901 NE 51ST CIR, VANCOUVER, WA 98682 /1.21 Acres	159854-000	#103 THOMAS NERTON DLC 1.21A
11101 NE 51ST CIR, VANCOUVER, WA 98682 /1.74 Acres	159855-000	#104 THOMAS NERTON DLC 1.74A
4901 NE 110TH AVE, VANCOUVER, WA 98682 /2.01 Acres	159856-000	#105 THOMAS NERTON DLC 2.01A

WHEREAS, the City has commissioned an MAI certified appraisal that establishes a valuation of the Property supporting the Purchase Price and, contingent upon the City's completion of the Due Diligence described herein, the City has or will be satisfied that acquisition of the Property is merited in consideration of any policy implications or future capital or maintenance costs associated with the Property; and

WHEREAS, the City owns property known as Kevanna Park that is adjacent to the Property and through which Burnt Bridge Creek flows; and

WHEREAS, the City has submitted a water quality grant application (Agreement No. [WQC-2023-Vancou-00186]) to the Washington State Department of Ecology (the "DOE Grant") for protection and restoration of water quality standards in Burnt Bridge Creek through the acquisition of certain priority parcels, which priority parcels include the Property; and

WHEREAS, the City Council has authorized the City to enter into this Agreement and, upon satisfaction of the closing conditions set forth herein, to acquire the Property pursuant to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

1. Sale and Purchase. Buyer agrees to purchase the above-referenced Property, the legal description of which is attached hereto as Exhibit A, from Seller and Seller agrees to sell the Property to Buyer for the sum of TWO HUNDRED NINETY-SEVEN THOUSAND THREE HUNDRED EIGHTY AND NO/100 US DOLLARS (\$297,380.00) ("Purchase Price").
2. Earnest Money; Payment of Purchase Price. Upon execution of this Agreement by both parties, Buyer agrees to deposit with Fidelity National Title Company/ Chicago Title Company of Washington, 655 West Columbia Way, Suite 200, Vancouver, WA 98660, ATTN: Melissa Miller ("Escrow Agent"), earnest money in the amount of TEN THOUSAND AND NO/100 US DOLLARS (\$10,000.00) ("Earnest Money") in cash. Except as provided in Section 5, the Earnest Money shall become nonrefundable at the end of the Inspection Period (as defined below) if this Agreement is not terminated as of the end of the Inspection Period. The Earnest Money shall be applied in full as a credit to Buyer's payment of the Purchase Price at Closing.
3. Due Diligence Inspection. Within three (3) days following the Effective Date, Seller shall provide Buyer with copies of the documents identified on Exhibit B hereto ("Seller Information"). For a period of forty-five (45) days following the Effective Date ("Inspection Period"), Buyer shall have the right to review the Seller Information and conduct due diligence investigations and analysis of the Property, making such examinations as Buyer may desire, including any necessary Phase 1 or Phase 2 environmental site assessments ("Due Diligence"). Notwithstanding the foregoing, any intrusive testing conducted on the Property shall be subject to Seller approval, with such approval not to be unreasonably withheld.
4. Access to the Property. During the Inspection Period, Buyer shall have the right to ingress and to go in, on, or over the Property for the purpose of conducting its Due Diligence, at reasonable hours and in a reasonable manner. Buyer shall repair any and all damage, if any, caused by the Buyer in accessing the Property for the purposes of conducting Due Diligence and Buyer shall indemnify, defend and hold Seller, its officers, agents, and employees harmless from and against any and all claims relating to or arising out of Buyer's access of the Property for the conduct of Due Diligence; provided, however, Buyer shall not be required to indemnify Seller for pre-existing conditions (unless such conditions are exacerbated by the negligent or intentional acts or omissions of Buyer or Buyer's representatives, agents, or contractor) or to the extent of the negligence or willful misconduct of Seller or Seller's agents, employees, or contractors. Buyer is a Washington municipal corporation and is self-insured. Prior to any entry onto the Property by any contractor or agent of Buyer, Buyer shall cause such contractor or agent to obtain a policy of commercial general liability insurance covering any and all liability with respect to or arising out of their investigative activities (and shall deliver to Seller a certificate of insurance evidencing the same). Such policy or policies of insurance shall provide a per occurrence of no less than One Million Dollars (\$1,000,000). The insurance policy required under this Section shall name Seller as an additional insured, shall be primary and non-contributing, and shall contain a waiver of subrogation rights.

5. Title Commitment and Review. Following the Effective Date, Buyer shall obtain from the Escrow Agent, with Luke Bennier as the preferred Title Officer (direct: 360.624.1046; Luke.Bennier@fnf.com) a preliminary title report with respect to the Property (the "Title Report"), which contains such exceptions as the Title Company would specify in the Title Policy with respect to the Property, together with legible copies of all documents constituting such exceptions (the "Title Documents"). If desired, Buyer shall have the right to order a survey of the Property (the "Survey") at Buyer's sole cost and expense. Following Buyer's receipt of the Title Report and Survey (or any subsequent update thereof), Buyer shall have until the end of the Inspection Period to give Seller notice (the "Title Objection Notice") of any matters affecting title to the Property to which Buyer objects contained in the Title Report, the Title Documents, and/or the Survey (the "Title Objections"). Any exceptions to the Title Report to which Buyer does not object shall be considered permitted exceptions that will appear in the Title Policy (the "Permitted Exceptions").

Seller shall within fifteen (15) business days after receipt of the Title Objection Notice (the "Title Response Period") notify Buyer as to any of the Title Objections that Seller elects (in its sole and absolute discretion) to cure, or cause to be eliminated from the Title Policy, on or before the Closing Date; provided, however, Seller shall have no obligation to cure or cause to be eliminated any of the Title Objections. In the event Seller fails to deliver such notice to Buyer, Seller shall be deemed to have elected to not cure or cause to be eliminated from the Title Policy all of the Title Objections. Any Title Objections with respect to which Seller does not elect (or is deemed to have not elected) to cure, or cause to be eliminated, on or before the Closing Date, excluding any Mandatory Title Removal Items (as defined below), shall be referred to herein as "Uncured Title Objections." If, as of the expiration of the Inspection Period, there remains any Uncured Title Objections, then Buyer shall notify Seller and Escrow Agent of Buyer's election to either (A) waive any such Uncured Title Objections and proceed to the Closing, or (B) terminate this Agreement in which event the Earnest Money shall be returned to Buyer, and Seller and Buyer shall be released from all obligations under this Agreement, and neither Seller nor Buyer shall have any rights under this Agreement, except for any obligations expressly set forth in this Agreement as surviving such termination.

If Buyer fails to timely make the election under clause (A) or clause (B) above, then Buyer shall be deemed to have elected to waive any Uncured Title Objections and proceed to the Closing in accordance with clause (A). Any Uncured Title Objections (excluding any Mandatory Title Removal Items) which Buyer waives under clause (A) above shall be deemed to be approved by Buyer as permitted exceptions in the Title Policy. Notwithstanding anything to the contrary contained herein, Buyer shall have no need to object to any Mandatory Title Removal Item, which Mandatory Title Removal Items shall be automatically deemed Title Objections pursuant to this Agreement.

Seller shall be required to cause to be released, satisfied and removed of record as of the Closing Date: (i) any Title Objections which have been voluntarily recorded or otherwise placed, or permitted to be placed, by Seller against the Property on or following the Effective Date (other than with the prior written approval of Buyer); and (ii) any mortgages, deeds of trust, security

instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Property, including, without limitation, mechanics' liens, tax liens, real estate taxes, water rates, and sewer rents, in each case, which are due and payable (subject to the proration requirements of Section 10 of this Agreement) but which remain unpaid and/or of record as of the Closing Date (subclauses (i) and (ii) above are hereinafter collectively referred to as the "Voluntary Liens"); or (iii) any Title Objections which would not constitute Voluntary Liens, but which can be removed by the payment of a liquidated sum of money (items set forth in this subclause (iii), collectively, "Monetary Liens"; and, together with the Voluntary Liens, the "Mandatory Title Removal Items"). If Seller fails to discharge and remove of record any Mandatory Title Removal Items on or prior to the Closing Date, at Buyer's election, such failure shall constitute a failure of a closing condition and Buyer shall be entitled to such remedies as are set forth herein.

In the event that Seller shall be unable to deliver at Closing title to the Property as required, Buyer shall have the right, as Buyer's sole option: (1) to take such title as Seller may be able to convey with a commensurate reduction in the Purchase Price; or (2) to terminate this Agreement, in which event the Earnest Money shall be returned to Buyer, and this Agreement shall be and become null and void without any further right or remedy in favor of either party against the other except for liabilities, rights and remedies which survive the Closing or termination of this Agreement.

6. Conditions to Closing. Closing of the sale of the Property may not occur until each of the following conditions are fulfilled or waived to Buyer's satisfaction, which fulfillment or waiver shall be determined at Buyer's sole and absolute discretion:
 - a) Due Diligence Inspection. Buyer shall have until the expiration of the Inspection Period to complete the Due Diligence of the Property. Buyer shall have the right to extend to Inspection Period one time for a period of up to thirty (30) days by: (i) providing notice to Seller prior to the end of the Inspection Period; and (ii) depositing an additional FIVE THOUSAND AND NO/100 US DOLLARS (\$5,000.00) earnest money with Escrow Agent, which shall be nonrefundable but applicable to the Purchase Price. If Buyer wishes to proceed with the purchase of the Property, Buyer shall deliver written notice to Seller and Escrow Agent of Buyer's approval of the Property ("Buyer's Approval Notice") prior to the expiration of the Inspection Period. If Buyer fails to deliver Buyer's Approval Notice to Seller and Escrow Agent prior to the expiration of the Inspection Period, then this Agreement shall terminate, and the Earnest Money shall be returned to Buyer; however, the \$5,000 extension payment (if any) shall be paid to Seller.
 - b) Department of Ecology Grant Funding. At or before Closing, Buyer must be assured that the DOE Grant will be applicable to payment of the Purchase Price. Buyer covenants that it will use its best efforts to satisfy this condition on or before expiration of the Inspection Period.
7. Title Insurance. At Closing, the Escrow Agent shall issue Buyer an ALTA Standard Coverage Policy owner's policy of title insurance, insuring the vesting of fee title to the Property in Buyer in the amount of the Purchase Price, subject only to the Permitted Encumbrances and charges for such title insurance policy shall be paid equally between the parties ("Title Insurance Policy"). Buyer shall pay the

premium for Buyer's extended owner's policy of title insurance.

8. Warranty Deed. This Agreement is for conveyance of fee title. Title shall be conveyed by Statutory Warranty Deed in a form attached hereto as Exhibit C or as provided by the Escrow Agent and compliant with RCW 64.04.030 ("Deed"), free and clear of all right, title or interest of Seller and subject only to the Permitted Encumbrances.
9. Close of Escrow. Closing shall occur on or before forty-five (45) days following expiration of the Inspection Period. As used in this Agreement, "Close," "Closing," or "Closed," shall mean the date on which all of the necessary documents have been deposited with the Escrow Agent and the Escrow Agent has (a) disbursed the Purchase Price to Seller; (b) recorded on behalf of Buyer the Deed for the Property; (c) issued or authorized the issuance of the Title Insurance Policy; and (d) complied with all other escrow instructions of Buyer or Seller imposed as a condition of Closing.
10. Prorations at Closing. All revenues and all expenses of the Property including, but not limited to real and personal property taxes, special assessments, rents, water, sewer, and utility charges, amounts payable under contracts assumed by Buyer, if any, annual permits and/or inspection fees (calculated on the basis of the respective periods covered thereby) and other expenses normal to the ownership, use, operation and maintenance of the Property shall be prorated as of the Closing. If any revenue or expense amount cannot be ascertained with certainty as of Closing, it shall be prorated on the basis of the parties' reasonable estimate of such amounts and shall be subject to a final proration through Escrow sixty (60) days after Closing or as soon thereafter as the precise amount can be ascertained.
11. Closing Costs. Seller shall pay all escrow and closing costs. Seller shall be solely responsible for the costs of recording the Deed and payment of any real estate excise tax.
12. Possession. Buyer shall be entitled to possession at the Closing.
13. Seller's Representations. Seller warrants and makes the following representations to Buyer as of the Effective Date and affirms the same at Closing:
 - a) Seller is a Washington limited liability company, duly organized and validly existing under the laws of the State of Washington and Seller has all requisite power and authority to carry on its business as it is now being conducted in the place where such business is now conducted;
 - b) Seller acknowledges that the person signing this Agreement (and any associated agreements or documents) has authority to execute real estate purchase and sale contracts on behalf of Seller and Seller will submit to Buyer its certificate of formation, operating agreement, and other appropriate documentation demonstrating such authority;
 - c) The execution, delivery and performance of this Agreement by Seller is (i) within the powers of Seller as a limited liability company; (ii) has been duly authorized by all necessary limited liability company action of the Buyer; (iii) does not and will not violate any provisions of any law, rule,

regulation, order, writ, judgement, decree, award or contract to which the buyer is a party or which is presently in effect and applicable to Seller; and (iv) this Agreement constitutes the legal, valid, and binding obligation of Buyer enforceable against Seller in accordance with the terms hereof;

- d) Seller is not a foreign person as that term is defined in IRC 1445 and, at Closing, Seller will deliver a certificate of non-foreign status in form required by IRS regulations;
- e) Seller is the sole owner of the Property and during Seller's ownership of the Property, there are no liens, encumbrances or other defects affecting title to the Property which have been or will be filed against the Property;
- f) There is no litigation pending, or to the best knowledge of Seller, threatened, with respect to the Property;
- g) Seller has paid any and all state and local taxes assessed in connection with the Property and has completed and filed all necessary tax returns with the appropriate taxing authority applicable thereto (if applicable);
- h) Seller has not received written notice of any violation of law pertaining to the Property that remains uncured;
- i) There are no leases, occupancy agreement or service contracts in effect on the Property that will not be terminated at or before Closing; and
- j) During Seller's ownership of the Property, to the best knowledge of Seller, no Hazardous Substances in violation of any applicable federal, state or local laws have been introduced on the Property.

14. Buyer's Representations. Buyer warrants and makes the following representations to Seller at Closing:

- a) Buyer is a Washington municipal corporation and a First-Class City organized under the laws of the State of Washington with all requisite power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted.
- b) Buyer acknowledges that the person signing this Agreement (and any associated agreements or documents) has authority to execute real estate purchase and sale contracts on behalf of Buyer.
- c) The execution, delivery and performance of this Agreement by Seller is (i) within the powers of Seller as a municipal corporation; (ii) has been duly authorized by all necessary corporate action of the Buyer; (iii) does not and will not violate any provisions of any law, rule, regulation, order, writ, judgement, decree, award or contract to which the buyer is a party or which is presently in effect and applicable to Seller; and (iv) this Agreement constitutes the legal, valid, and binding obligation of Seller enforceable against Seller in accordance with the terms hereof.

15. Continuation and Survival of Representations and Warranties. All representations and warranties by the respective parties contained in this Agreement or made in

writing pursuant to this Agreement are intended to and will remain true and correct as of the time of closing, will be deemed to be material and will survive the execution and delivery of this Agreement and the delivery of the Deed and transfer of title for a period of one (1) year, commencing on the date of Closing. Such representations and warranties, however, are not assignable and do not run with the land, except as may be expressly provided herein or contained in a written instrument signed by the party to be charged.

16. Waiver. Neither Seller's nor Buyer's waiver of the breach of any covenant under this Agreement will be construed as a waiver of the breach of any other covenants or as a waiver of a subsequent breach of the same covenant.
17. Notices. Any notice required under this Agreement shall be deemed given when actually delivered or when deposited in the United States mail, as certified mail with postage prepaid, and addressed as set forth in this Agreement.
18. Non-Merger. The terms and provisions of this Agreement, including, without limitations, all indemnification obligations, will not merge in, but will survive, the closing of the transaction contemplated under this Agreement.
19. Remedies. In the event that Buyer is obligated to pay the Purchase Price and fails to do so, then Seller, as Seller's sole remedy, shall be entitled to retain the Earnest Money deposited by Buyer (and all interest earned thereon) as liquidated damages. BUYER AND SELLER HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL DAMAGES THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AN AMOUNT EQUAL TO ALL OF THE EARNEST MONEY. SUCH AMOUNT WILL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER, AND AFTER PAYMENT THEREOF TO SELLER, NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATION TO OR RIGHTS AGAINST THE OTHER. In the event that Seller is obligated to convey the Property to Buyer but fails to do so, then Buyer may, at Buyer's election, either (a) terminate this Agreement and receive the Earnest Money back from Escrow Agent, whether or not the Earnest Money is identified as refundable or nonrefundable, or (b) bring suit to specifically enforce this Agreement provided that Buyer commences said action within sixty (60) days of Seller's default. Buyer irrevocably waives any right to damages or any other remedies or form of relief, except as specifically set forth in this Section.
20. Prior Agreements. This Agreement is the entire, final, and complete Agreement of the parties pertaining to the sale and purchase of the Property and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Property is concerned. This offer supersedes any and all prior offers by Buyer or Seller.
21. No Assignment. Buyer may not assign this Agreement or any of Buyer's rights hereunder without the prior approval of Seller (not to be unreasonably withheld).
22. Successor Interests. This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, successors, legal representatives, and assigns.
23. Real Estate Commission. There is no real estate commission or brokerage fee

associated with this transaction.

24. 1031 Exchange. Seller has the right to convey all or a portion of the Property in exchange for real property or properties of like kind pursuant to Section 1031 of the Internal Revenue Code, either in a simultaneous exchange or in a deferred exchange. Buyer agrees to cooperate with Seller in effecting such an exchange, and if requested by Seller, Buyer will acknowledge any exchange agreement reasonably requested by Buyer and consistent with this Agreement. Neither party will be required to take title to any property, incur any costs or be subject to any liability whatsoever in connection with such cooperation.
25. As-Is Purchase. Except as may be expressly provided in this Agreement, neither Seller nor any of its agents, employees or contractors has made and is not now making, and Buyer has not relied upon and will not rely upon (directly or indirectly), any warranties or representations of any kind or character, express or implied, oral or written, past, present or future, with respect to the Property, including, but not limited to, warranties or representations as to (a) matters of title (other than Seller's limited warranty of title set forth in the Deed), (b) environmental matters relating to the Property or any portion thereof, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, water percolation, limitations regarding the withdrawal of water and earthquake faults and the resulting damage of past and/or future earthquakes, (d) whether, and to the extent to which, the Property or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (g) zoning to which the Property or any portion thereof may be subject, (h) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (i) usages of adjoining properties, (j) access to the Property or any portion thereof, (k) the value, compliance with the plans, size, location, age, use, design, quality, descriptions, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, (l) any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (m) the presence of Hazardous Substances in or on, under or in the vicinity of the Property, (n) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, disability laws (including the Americans With Disabilities Act and the Fair Housing Act), codes or other similar laws, (o) the existence or non-existence of underground storage tanks, (p) any other matter affecting the stability or integrity of the Property, (q) the potential for further development of the Property, (r) the existence of vested land use, zoning or building entitlements affecting the project, (s) the merchantability of the Property or fitness of the project for any particular purpose (Buyer affirming that Buyer has not relied on the skill or judgment of Seller to select or furnish the Property for any particular purpose, and that Seller makes no warranty that the Property is fit for any particular purpose) or (t) tax consequences. Except for the representations and warranties of Seller in this Agreement, Buyer further acknowledges that any information of any type which Buyer has received or may receive from Seller or any of its agents, employees or contractors including, without limitation, any environmental reports and surveys, is furnished on the express condition that

Buyer shall make an independent verification of the accuracy of such information, all such information being furnished without any representation or warranty whatsoever. Notwithstanding the foregoing, Seller represents, warrants, and covenants that Seller Information is true, accurate, and complete to the best knowledge of Seller and that the Seller has relied on the Seller Information for its own use and enjoyment of the Property. Buyer expressly understands and agrees that with respect to Seller, the phrase "to the best knowledge of Seller" as used in this Agreement means the actual knowledge of Keith James (without a duty to inquire), provided that Keith James shall not have any personal liability with respect to any matters set forth in this Agreement or any of Seller's representations or warranties herein being or becoming untrue, inaccurate or incomplete.

26. Buyer's Knowledge. Buyer represents that it is a knowledgeable, experienced and sophisticated Buyer of real estate and except for the representations, warranties and covenants of Seller contained within this Agreement, that it has relied and shall rely solely upon (a) its own expertise and that of Buyer's consultants in purchasing the Property, and (b) Buyer's own knowledge of the Property based on its conduct of the Due Diligence during the Inspection Period. Buyer has conducted, or by the Closing will conduct the Due Diligence and shall rely upon same. Except as may be expressly provided in this Agreement, upon Closing, Buyer shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by Buyer's inspections and investigations, so long as such adverse matters were not intentionally or fraudulently concealed by Seller. Buyer acknowledges and agrees that, except for the representations and warranties of Seller in this Agreement, upon Closing, Seller shall sell and convey to Buyer and Buyer shall accept the Property "as is, where is," with all faults and defects (latent and apparent). Except for the representations and warranties of Seller in this Agreement and in any conveyancing documents, Buyer further acknowledges and agrees that there are no oral agreements, warranties or representations, collateral to or affecting the Property by Seller or any agent, employee or contractor of Seller or any third party. Seller is not liable or bound in any manner by any oral or written statements, representations, or information pertaining to the Property furnished by Seller. Buyer acknowledges that the purchase price reflects the "as is" nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the Property. Buyer has fully reviewed the disclaimers and waivers set forth in this Agreement with its counsel and understands the significance and effect thereof.
27. Release. As of Closing, Buyer hereby (i) assumes the risk of all adverse matters, including adverse physical conditions, defects, including construction defects, and environmental, health, safety and welfare matters and conditions, which may or may not have been revealed by Buyer's Due Diligence, or any portion thereof, and (ii) fully and irrevocably releases Seller from any and all claims that Buyer may have against Seller for any liability arising from or related to any matter of any nature relating to, and any condition of, the Property, or any portion thereof, or the purchase of the Property by Buyer from Seller pursuant to this Agreement, including any liability arising in connection with any latent or patent construction defects therein, compliance thereof with applicable law, the existence or absence of any environmental hazards or conditions thereon (including the presence of any Hazardous Substances) and other environmental matters within, under or upon, or in the vicinity of the Property, or any portion thereof, any statutory or

common law right Buyer may have to receive disclosures from Seller, or any other condition or circumstance affecting the Property, or any portion thereof, including any facility, its financial viability, use or operation.

28. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Washington.
29. Headings. The paragraphs throughout this Agreement are for convenience and reference only, and words contained therein shall in no way be held to explain, modify, or aid in the construction or meaning of the provisions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, as of the Effective Date, the parties have executed this Agreement affirming that Seller agrees to sell the Property and Buyer agrees to purchase the Property on the terms and conditions herein.

SELLER:

Affinity Vancouver Manager, LLC, a Washington limited liability company

By: _____

By: Darin Davidson, Member/Manager

BUYER:

CITY OF VANCOUVER, s Washington municipal corporation

By: _____

By: Eric J. Holmes, City Manager (or Designee)

ATTEST:

By: _____

By: Natasha Ramras, City Clerk (or Designee)

APPROVED AS TO FORM:

By: _____

By: Jonathan Young, City Attorney (or Designee)

Address for Notices:

Linda Carlson
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

Telephone: (360) 487-8423

FAX: (360) 487-8496

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

[TO BE INSERTED]

EXHIBIT B
SELLER INFORMATION

- 1) Parcel Map
- 2) Parcel Summary and Asking Price Spreadsheet
- 3) Critical Areas Report by Ecological Land Services Updated January 2019
- 4) Critical Areas Map (from Critical Areas Report)
- 5) Existing Conditions Survey by Minister-Glaeser Surveying, Inc., dated January 7, 2016

EXHIBIT C

FORM OF STATUTORY WARRANTY DEED

GRANTOR: AFFINITY VANCOUVER MANAGER, LLC, a Washington limited liability company

GRANTEE: CITY OF VANCOUVER, a Washington municipal corporation

ABBREVIATED LEGAL DESCRIPTION:

#103 THOMAS NERTON DLC 1.21A
#104 THOMAS NERTON DLC 1.74A
#105 THOMAS NERTON DLC 2.01A

TAX PARCEL NUMBERS:

159854-000
159855-000
159856-000

AFFINITY VANCOUVER MANAGER, LLC, a Washington limited liability company, as GRANTOR, for and in consideration of Ten US Dollars and other good and valuable consideration, in hand paid, conveys and warrants to CITY OF VANCOUVER, a Washington municipal corporation, as GRANTEE, the real property referenced above and more fully described on the attached Exhibit A, subject only to those matters set forth on Exhibit B, each Exhibit hereto incorporated herein by reference.

DATED: [MONTH/DAY/YEAR]

GRANTOR:

Affinity Vancouver Manager, LLC, a Washington limited liability company

By: _____ [EXHIBIT ONLY]

By: Darin Davidson, Member/Manager

NOTARY ACKNOWLEDGEMENTS

STATE OF WASHINGTON

COUNTY OF SPOKANE

This Statutory Warranty Deed was acknowledged before me on _____ (date) by Darin Davidson as the Manager of the Grantor, Affinity Vancouver Manager, LLC, a Washington limited liability company.

Notary Public Signature: _____

Notary Public in and for the State of Washington

My Commission Expires: _____

**STATUTORY WARRANTY DEED
EXHIBIT A – LEGAL DESCRIPTIONS**

[TO BE INSERTED]

**STATUTORY WARRANTY DEED
EXHIBIT B – PERMITTED ENCUMBRANCES**

[TO BE INSERTED]

REAL ESTATE PURCHASE AND SALE AGREEMENT

BETWEEN: Stonehaven Properties, LLC, an Oregon limited liability company
("SELLER")
1324 Stonehaven Drive
West Linn, OR 97068

AND: City of Vancouver, a Washington municipal corporation
("BUYER" or "CITY")
PO Box 1995
Vancouver, WA 98668-1995

EFFECTIVE DATE: ____, 2024

RECITALS

WHEREAS, Stonehaven Properties, LLC owns certain real property consisting of a parcel of unimproved, vacant land located in the City of Vancouver, Clark County, Washington, totaling approximately 1.6 acres, as summarized below, the legal descriptions for which shall be incorporated on the attached Exhibit A (the "Property"):

Area	Parcel Number	Abbreviated Legal Description
50 th & NE 112 th Ave, VANCOUVER, WA 98682 /1.6 Acres	162702-003	#30 LOT 5 BERSCH EST 1.60A

WHEREAS, the City has commissioned an MAI certified appraisal that establishes a valuation of the Property supporting the Purchase Price and, contingent upon the City's completion of the Due Diligence described herein, the City has or will be satisfied that acquisition of the Property is merited in consideration of any policy implications or future capital or maintenance costs associated with the Property; and

WHEREAS, the City has submitted a water quality grant application (Agreement No. [WQC-2023-Vancou-00186]) to the Washington State Department of Ecology (the "DOE Grant") for protection and restoration of water quality standards in Burnt Bridge Creek through the acquisition of certain priority parcels, which priority parcels include the Property; and

WHEREAS, the City Council has authorized the City to enter into this Agreement and, upon satisfaction of the closing conditions set forth herein, to acquire the Property pursuant to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

1. Sale and Purchase. Buyer agrees to purchase the above-referenced Property, the legal description of which is attached hereto as Exhibit A, from Seller and Seller agrees to sell the Property to Buyer for the sum of ONE HUNDRED THOUSAND AND NO/100 US DOLLARS (\$100,000.00) ("Purchase Price").

2. Earnest Money; Payment of Purchase Price. Upon execution of this Agreement by both parties, Buyer agrees to deposit with Fidelity National Title Company/ Chicago Title Company of Washington, 655 West Columbia Way, Suite 200, Vancouver, WA 98660, ATTN: Melissa Miller ("Escrow Agent"), earnest money in the amount of TEN THOUSAND AND NO/100 US DOLLARS (\$10,000.00) ("Earnest Money") in cash. Except as provided in Section 5, the Earnest Money shall become nonrefundable at the end of the Inspection Period (as defined below) if this Agreement is not terminated as of the end of the Inspection Period. The Earnest Money shall be applied in full as a credit to Buyer's payment of the Purchase Price at Closing.
3. Due Diligence Inspection. Within three (3) days following the Effective Date, Seller shall provide Buyer with copies of the documents identified on Exhibit B hereto ("Seller Information"). For a period of forty-five (45) days following the Effective Date ("Inspection Period"), Buyer shall have the right to review the Seller Information and conduct due diligence investigations and analysis of the Property, making such examinations as Buyer may desire, including any necessary Phase 1 or Phase 2 environmental site assessments ("Due Diligence"). Notwithstanding the foregoing, any intrusive testing conducted on the Property shall be subject to Seller approval, with such approval not to be unreasonably withheld.
4. Access to the Property. During the Inspection Period, Buyer shall have the right to ingress and to go in, on, or over the Property for the purpose of conducting its Due Diligence, at reasonable hours and in a reasonable manner. Buyer shall repair any and all damage, if any, caused by the Buyer in accessing the Property for the purposes of conducting Due Diligence and Buyer shall indemnify, defend and hold Seller, its officers, agents, and employees harmless from and against any and all claims relating to or arising out of Buyer's access of the Property for the conduct of Due Diligence; provided, however, Buyer shall not be required to indemnify Seller for pre-existing conditions (unless such conditions are exacerbated by the negligent or intentional acts or omissions of Buyer or Buyer's representatives, agents, or contractor) or to the extent of the negligence or willful misconduct of Seller or Seller's agents, employees, or contractors. Buyer is a Washington municipal corporation and is self-insured. Prior to any entry onto the Property by any contractor or agent of Buyer, Buyer shall cause such contractor or agent to obtain a policy of commercial general liability insurance covering any and all liability with respect to or arising out of their investigative activities (and shall deliver to Seller a certificate of insurance evidencing the same). Such policy or policies of insurance shall provide a per occurrence of no less than One Million Dollars (\$1,000,000). The insurance policy required under this Section shall name Seller as an additional insured, shall be primary and non-contributing, and shall contain a waiver of subrogation rights.
5. Title Commitment and Review. Following the Effective Date, Buyer shall obtain from the Escrow Agent, with Luke Bennier as the preferred Title Officer (direct: 360.624.1046; Luke.Bennier@fnf.com) a preliminary title report with respect to the Property (the "Title Report"), which contains such exceptions as the Title Company would specify in the Title Policy with respect to the Property, together with legible copies of all documents constituting such exceptions (the "Title Documents"). If desired, Buyer shall have the right to order a survey of the Property (the "Survey") at Buyer's sole cost and expense. Following Buyer's receipt of the Title Report and Survey (or any subsequent update thereof),

Buyer shall have until the end of the Inspection Period to give Seller notice (the "Title Objection Notice") of any matters affecting title to the Property to which Buyer objects contained in the Title Report, the Title Documents, and/or the Survey (the "Title Objections"). Any exceptions to the Title Report to which Buyer does not object shall be considered permitted exceptions that will appear in the Title Policy (the "Permitted Exceptions").

Seller shall within fifteen (15) business days after receipt of the Title Objection Notice (the "Title Response Period") notify Buyer as to any of the Title Objections that Seller elects (in its sole and absolute discretion) to cure, or cause to be eliminated from the Title Policy, on or before the Closing Date; provided, however, Seller shall have no obligation to cure or cause to be eliminated any of the Title Objections. In the event Seller fails to deliver such notice to Buyer, Seller shall be deemed to have elected to not cure or cause to be eliminated from the Title Policy all of the Title Objections. Any Title Objections with respect to which Seller does not elect (or is deemed to have not elected) to cure, or cause to be eliminated, on or before the Closing Date, excluding any Mandatory Title Removal Items (as defined below), shall be referred to herein as "Uncured Title Objections." If, as of the expiration of the Inspection Period, there remains any Uncured Title Objections, then Buyer shall notify Seller and Escrow Agent of Buyer's election to either (A) waive any such Uncured Title Objections and proceed to the Closing, or (B) terminate this Agreement in which event the Earnest Money shall be returned to Buyer, and Seller and Buyer shall be released from all obligations under this Agreement, and neither Seller nor Buyer shall have any rights under this Agreement, except for any obligations expressly set forth in this Agreement as surviving such termination.

If Buyer fails to timely make the election under clause (A) or clause (B) above, then Buyer shall be deemed to have elected to waive any Uncured Title Objections and proceed to the Closing in accordance with clause (A). Any Uncured Title Objections (excluding any Mandatory Title Removal Items) which Buyer waives under clause (A) above shall be deemed to be approved by Buyer as permitted exceptions in the Title Policy. Notwithstanding anything to the contrary contained herein, Buyer shall have no need to object to any Mandatory Title Removal Item, which Mandatory Title Removal Items shall be automatically deemed Title Objections pursuant to this Agreement.

Seller shall be required to cause to be released, satisfied and removed of record as of the Closing Date: (i) any Title Objections which have been voluntarily recorded or otherwise placed, or permitted to be placed, by Seller against the Property on or following the Effective Date (other than with the prior written approval of Buyer); and (ii) any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Property, including, without limitation, mechanics' liens, tax liens, real estate taxes, water rates, and sewer rents, in each case, which are due and payable (subject to the proration requirements of Section 10 of this Agreement) but which remain unpaid and/or of record as of the Closing Date (subclauses (i) and (ii) above are hereinafter collectively referred to as the "Voluntary Liens"); or (iii) any Title Objections which would not constitute Voluntary Liens, but which can be removed by the payment of a liquidated sum of money (items set forth in this subclause (iii), collectively, "Monetary Liens"; and, together with the Voluntary

Liens, the "Mandatory Title Removal Items"). If Seller fails to discharge and remove of record any Mandatory Title Removal Items on or prior to the Closing Date, at Buyer's election, such failure shall constitute a failure of a closing condition and Buyer shall be entitled to such remedies as are set forth herein.

In the event that Seller shall be unable to deliver at Closing title to the Property as required, Buyer shall have the right, as Buyer's sole option: (1) to take such title as Seller may be able to convey with a commensurate reduction in the Purchase Price; or (2) to terminate this Agreement, in which event the Earnest Money shall be returned to Buyer, and this Agreement shall be and become null and void without any further right or remedy in favor of either party against the other except for liabilities, rights and remedies which survive the Closing or termination of this Agreement.

6. Conditions to Closing. Closing of the sale of the Property may not occur until each of the following conditions are fulfilled or waived to Buyer's satisfaction, which fulfillment or waiver shall be determined at Buyer's sole and absolute discretion:
 - a) Due Diligence Inspection. Buyer shall have until the expiration of the Inspection Period to complete the Due Diligence of the Property. Buyer shall have the right to extend to Inspection Period one time for a period of up to thirty (30) days by: (i) providing notice to Seller prior to the end of the Inspection Period; and (ii) depositing an additional FIVE THOUSAND AND NO/100 US DOLLARS (\$5,000.00) earnest money with Escrow Agent, which shall be nonrefundable but applicable to the Purchase Price. If Buyer wishes to proceed with the purchase of the Property, Buyer shall deliver written notice to Seller and Escrow Agent of Buyer's approval of the Property ("Buyer's Approval Notice") prior to the expiration of the Inspection Period. If Buyer fails to deliver Buyer's Approval Notice to Seller and Escrow Agent prior to the expiration of the Inspection Period, then this Agreement shall terminate, and the Earnest Money shall be returned to Buyer; however, the \$5,000 extension payment (if any) shall be paid to Seller.
 - b) Department of Ecology Grant Funding. At or before Closing, Buyer must be assured that the DOE Grant will be applicable to payment of the Purchase Price. Buyer covenants that it will use its best efforts to satisfy this condition on or before expiration of the Inspection Period.
7. Title Insurance. At Closing, the Escrow Agent shall issue Buyer an ALTA Standard Coverage Policy owner's policy of title insurance, insuring the vesting of fee title to the Property in Buyer in the amount of the Purchase Price, subject only to the Permitted Encumbrances and charges for such title insurance policy shall be paid equally between the parties ("Title Insurance Policy"). Buyer shall pay the premium for Buyer's extended owner's policy of title insurance.
8. Warranty Deed. This Agreement is for conveyance of fee title. Title shall be conveyed by Statutory Warranty Deed in a form attached hereto as Exhibit C or as provided by the Escrow Agent and compliant with RCW 64.04.030 ("Deed"), free and clear of all right, title or interest of Seller and subject only to the Permitted Encumbrances.
9. Close of Escrow. Closing shall occur on or before forty-five (45) days following expiration of the Inspection Period. As used in this Agreement, "Close," "Closing,"

or "Closed," shall mean the date on which all of the necessary documents have been deposited with the Escrow Agent and the Escrow Agent has (a) disbursed the Purchase Price to Seller; (b) recorded on behalf of Buyer the Deed for the Property; (c) issued or authorized the issuance of the Title Insurance Policy; and (d) complied with all other escrow instructions of Buyer or Seller imposed as a condition of Closing.

10. Prorations at Closing. All revenues and all expenses of the Property including, but not limited to real and personal property taxes, special assessments, rents, water, sewer, and utility charges, amounts payable under contracts assumed by Buyer, if any, annual permits and/or inspection fees (calculated on the basis of the respective periods covered thereby) and other expenses normal to the ownership, use, operation and maintenance of the Property shall be prorated as of the Closing. If any revenue or expense amount cannot be ascertained with certainty as of Closing, it shall be prorated on the basis of the parties' reasonable estimate of such amounts and shall be subject to a final proration through Escrow sixty (60) days after Closing or as soon thereafter as the precise amount can be ascertained.
11. Closing Costs. Seller and Buyer are each responsible for 50% of escrow and closing costs. Seller and Buyer shall also be responsible for 50% of the costs of recording the Deed and payment of any real estate excise tax.
12. Possession. Buyer shall be entitled to possession at the Closing.
13. Seller's Representations. Seller warrants and makes the following representations to Buyer as of the Effective Date and affirms the same at Closing:
 - a) Seller is an Oregon limited liability company, duly organized and validly existing under the laws of the State of Oregon and Seller has all requisite power and authority to carry on its business as it is now being conducted in the place where such business is now conducted;
 - b) Seller acknowledges that the person signing this Agreement (and any associated agreements or documents) has authority to execute real estate purchase and sale contracts on behalf of Seller and Seller will submit to Buyer its certificate of formation, operating agreement, and other appropriate documentation demonstrating such authority;
 - c) The execution, delivery and performance of this Agreement by Seller is (i) within the powers of Seller as a limited liability company; (ii) has been duly authorized by all necessary limited liability company action of the Buyer; (iii) does not and will not violate any provisions of any law, rule, regulation, order, writ, judgement, decree, award or contract to which the buyer is a party or which is presently in effect and applicable to Seller; and (iv) this Agreement constitutes the legal, valid, and binding obligation of Buyer enforceable against Seller in accordance with the terms hereof;
 - d) Seller is not a foreign person as that term is defined in IRC 1445 and, at Closing, Seller will deliver a certificate of non-foreign status in form required by IRS regulations;
 - e) Seller is the sole owner of the Property and during Seller's ownership of

the Property, there are no liens, encumbrances or other defects affecting title to the Property which have been or will be filed against the Property;

- f) There is no litigation pending, or to the best knowledge of Seller, threatened, with respect to the Property;
- g) Seller has paid any and all state and local taxes assessed in connection with the Property and has completed and filed all necessary tax returns with the appropriate taxing authority applicable thereto (if applicable);
- h) Seller has not received written notice of any violation of law pertaining to the Property that remains uncured;
- i) There are no leases, occupancy agreement or service contracts in effect on the Property that will not be terminated at or before Closing; and
- j) During Seller's ownership of the Property, to the best knowledge of Seller, no Hazardous Substances in violation of any applicable federal, state or local laws have been introduced on the Property.

14. Buyer's Representations. Buyer warrants and makes the following representations to Seller at Closing:

- a) Buyer is a Washington municipal corporation and a First-Class City organized under the laws of the State of Washington with all requisite power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted.
- b) Buyer acknowledges that the person signing this Agreement (and any associated agreements or documents) has authority to execute real estate purchase and sale contracts on behalf of Buyer.
- c) The execution, delivery and performance of this Agreement by Seller is (i) within the powers of Seller as a municipal corporation; (ii) has been duly authorized by all necessary corporate action of the Buyer; (iii) does not and will not violate any provisions of any law, rule, regulation, order, writ, judgement, decree, award or contract to which the buyer is a party or which is presently in effect and applicable to Seller; and (iv) this Agreement constitutes the legal, valid, and binding obligation of Seller enforceable against Seller in accordance with the terms hereof.

15. Continuation and Survival of Representations and Warranties. All representations and warranties by the respective parties contained in this Agreement or made in writing pursuant to this Agreement are intended to and will remain true and correct as of the time of closing, will be deemed to be material and will survive the execution and delivery of this Agreement and the delivery of the Deed and transfer of title for a period of one (1) year, commencing on the date of Closing. Such representations and warranties, however, are not assignable and do not run with the land, except as may be expressly provided herein or contained in a written instrument signed by the party to be charged.

16. Waiver. Neither Seller's nor Buyer's waiver of the breach of any covenant under this Agreement will be construed as a waiver of the breach of any other covenants

or as a waiver of a subsequent breach of the same covenant.

17. Notices. Any notice required under this Agreement shall be deemed given when actually delivered or when deposited in the United States mail, as certified mail with postage prepaid, and addressed as set forth in this Agreement.
18. Non-Merger. The terms and provisions of this Agreement, including, without limitations, all indemnification obligations, will not merge in, but will survive, the closing of the transaction contemplated under this Agreement.
19. Remedies. In the event that Buyer is obligated to pay the Purchase Price and fails to do so, then Seller, as Seller's sole remedy, shall be entitled to retain the Earnest Money deposited by Buyer (and all interest earned thereon) as liquidated damages. BUYER AND SELLER HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL DAMAGES THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AN AMOUNT EQUAL TO ALL OF THE EARNEST MONEY. SUCH AMOUNT WILL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER, AND AFTER PAYMENT THEREOF TO SELLER, NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATION TO OR RIGHTS AGAINST THE OTHER. In the event that Seller is obligated to convey the Property to Buyer but fails to do so, then Buyer may, at Buyer's election, either (a) terminate this Agreement and receive the Earnest Money back from Escrow Agent, whether or not the Earnest Money is identified as refundable or nonrefundable, or (b) bring suit to specifically enforce this Agreement provided that Buyer commences said action within sixty (60) days of Seller's default. Buyer irrevocably waives any right to damages or any other remedies or form of relief, except as specifically set forth in this Section.
20. Prior Agreements. This Agreement is the entire, final, and complete Agreement of the parties pertaining to the sale and purchase of the Property and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Property is concerned. This offer supersedes any and all prior offers by Buyer or Seller.
21. No Assignment. Buyer may not assign this Agreement or any of Buyer's rights hereunder without the prior approval of Seller (not to be unreasonably withheld).
22. Successor Interests. This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, successors, legal representatives, and assigns.
23. Real Estate Commission. There is no real estate commission or brokerage fee associated with this transaction.
24. 1031 Exchange. Seller has the right to convey all or a portion of the Property in exchange for real property or properties of like kind pursuant to Section 1031 of the Internal Revenue Code, either in a simultaneous exchange or in a deferred exchange. Buyer agrees to cooperate with Seller in effecting such an exchange, and if requested by Seller, Buyer will acknowledge any exchange agreement reasonably requested by Buyer and consistent with this Agreement. Neither party will be required to take title to any property, incur any costs or be subject to any liability whatsoever in connection with such cooperation.

25. As-Is Purchase. Except as may be expressly provided in this Agreement, neither Seller nor any of its agents, employees or contractors has made and is not now making, and Buyer has not relied upon and will not rely upon (directly or indirectly), any warranties or representations of any kind or character, express or implied, oral or written, past, present or future, with respect to the Property, including, but not limited to, warranties or representations as to (a) matters of title (other than Seller's limited warranty of title set forth in the Deed), (b) environmental matters relating to the Property or any portion thereof, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, water percolation, limitations regarding the withdrawal of water and earthquake faults and the resulting damage of past and/or future earthquakes, (d) whether, and to the extent to which, the Property or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (g) zoning to which the Property or any portion thereof may be subject, (h) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (i) usages of adjoining properties, (j) access to the Property or any portion thereof, (k) the value, compliance with the plans, size, location, age, use, design, quality, descriptions, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, (l) any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (m) the presence of Hazardous Substances in or on, under or in the vicinity of the Property, (n) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, disability laws (including the Americans With Disabilities Act and the Fair Housing Act), codes or other similar laws, (o) the existence or non-existence of underground storage tanks, (p) any other matter affecting the stability or integrity of the Property, (q) the potential for further development of the Property, (r) the existence of vested land use, zoning or building entitlements affecting the project, (s) the merchantability of the Property or fitness of the project for any particular purpose (Buyer affirming that Buyer has not relied on the skill or judgment of Seller to select or furnish the Property for any particular purpose, and that Seller makes no warranty that the Property is fit for any particular purpose) or (t) tax consequences. Except for the representations and warranties of Seller in this Agreement, Buyer further acknowledges that any information of any type which Buyer has received or may receive from Seller or any of its agents, employees or contractors including, without limitation, any environmental reports and surveys, is furnished on the express condition that Buyer shall make an independent verification of the accuracy of such information, all such information being furnished without any representation or warranty whatsoever. Notwithstanding the foregoing, Seller represents, warrants, and covenants that Seller Information is true, accurate, and complete to the best knowledge of Seller and that the Seller has relied on the Seller Information for its own use and enjoyment of the Property. Buyer expressly understands and agrees that with respect to Seller, the phrase "to the best knowledge of Seller" as used in this Agreement means the actual knowledge of Keith James (without a duty to inquire), provided that Keith James shall not have any personal liability with respect to any matters set forth in this Agreement or any of Seller's

representations or warranties herein being or becoming untrue, inaccurate or incomplete.

26. Buyer's Knowledge. Buyer represents that it is a knowledgeable, experienced and sophisticated Buyer of real estate and except for the representations, warranties and covenants of Seller contained within this Agreement, that it has relied and shall rely solely upon (a) its own expertise and that of Buyer's consultants in purchasing the Property, and (b) Buyer's own knowledge of the Property based on its conduct of the Due Diligence during the Inspection Period. Buyer has conducted, or by the Closing will conduct the Due Diligence and shall rely upon same. Except as may be expressly provided in this Agreement, upon Closing, Buyer shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by Buyer's inspections and investigations, so long as such adverse matters were not intentionally or fraudulently concealed by Seller. Buyer acknowledges and agrees that, except for the representations and warranties of Seller in this Agreement, upon Closing, Seller shall sell and convey to Buyer and Buyer shall accept the Property "as is, where is," with all faults and defects (latent and apparent). Except for the representations and warranties of Seller in this Agreement and in any conveyancing documents, Buyer further acknowledges and agrees that there are no oral agreements, warranties or representations, collateral to or affecting the Property by Seller or any agent, employee or contractor of Seller or any third party. Seller is not liable or bound in any manner by any oral or written statements, representations, or information pertaining to the Property furnished by Seller. Buyer acknowledges that the purchase price reflects the "as is" nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the Property. Buyer has fully reviewed the disclaimers and waivers set forth in this Agreement with its counsel and understands the significance and effect thereof.
27. Release. As of Closing, Buyer hereby (i) assumes the risk of all adverse matters, including adverse physical conditions, defects, including construction defects, and environmental, health, safety and welfare matters and conditions, which may or may not have been revealed by Buyer's Due Diligence, or any portion thereof, and (ii) fully and irrevocably releases Seller from any and all claims that Buyer may have against Seller for any liability arising from or related to any matter of any nature relating to, and any condition of, the Property, or any portion thereof, or the purchase of the Property by Buyer from Seller pursuant to this Agreement, including any liability arising in connection with any latent or patent construction defects therein, compliance thereof with applicable law, the existence or absence of any environmental hazards or conditions thereon (including the presence of any Hazardous Substances) and other environmental matters within, under or upon, or in the vicinity of the Property, or any portion thereof, any statutory or common law right Buyer may have to receive disclosures from Seller, or any other condition or circumstance affecting the Property, or any portion thereof, including any facility, its financial viability, use or operation.
28. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Washington.
29. Headings. The paragraphs throughout this Agreement are for convenience and reference only, and words contained therein shall in no way be held to explain, modify, or aid in the construction or meaning of the provisions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, as of the Effective Date, the parties have executed this Agreement affirming that Seller agrees to sell the Property and Buyer agrees to purchase the Property on the terms and conditions herein.

SELLER:

Stonehaven Properties, LLC, an Oregon limited liability company

By: _____

By: Robert Field, Member/Manager

BUYER:

CITY OF VANCOUVER, s Washington municipal corporation

By: _____

By: Eric J. Holmes, City Manager (or Designee)

ATTEST:

By: _____

By: Natasha Ramras, City Clerk (or Designee)

APPROVED AS TO FORM:

By: _____

By: Jonathan Young, City Attorney (or Designee)

Address for Notices:

Linda Carlson
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

Telephone: (360) 487-8423

FAX: (360) 487-8496

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

[TO BE INSERTED]

EXHIBIT B
SELLER INFORMATION

- 1) Parcel Map
- 2) Parcel Summary and Asking Price Spreadsheet
- 3) Critical Areas Report by Ecological Land Services Updated January 2019
- 4) Critical Areas Map (from Critical Areas Report)
- 5) Existing Conditions Survey by Minister-Glaeser Surveying, Inc., dated January 7, 2016

EXHIBIT C

FORM OF STATUTORY WARRANTY DEED

GRANTOR: STONEHAVEN PROPERTIES, LLC, an Oregon limited liability company

GRANTEE: CITY OF VANCOUVER, a Washington municipal corporation

ABBREVIATED LEGAL DESCRIPTION:

#30 LOT 5 BERSCH EST 1.60A

TAX PARCEL NUMBER:

162702-003

STONEHAVEN PROPERTIES, LLC, an Oregon limited liability company, as GRANTOR, for and in consideration of Ten US Dollars and other good and valuable consideration, in hand paid, conveys and warrants to CITY OF VANCOUVER, a Washington municipal corporation, as GRANTEE, the real property referenced above and more fully described on the attached Exhibit A, subject only to those matters set forth on Exhibit B, each Exhibit hereto incorporated herein by reference.

DATED: [MONTH/DAY/YEAR]

GRANTOR:

Stonehaven Properties, LLC, an Oregon limited liability company

By: _____ [EXHIBIT ONLY]

By: Robert Field, Member/Manager

NOTARY ACKNOWLEDGEMENTS

STATE OF OREGON

COUNTY OF CLACKAMAS

This Statutory Warranty Deed was acknowledged before me on _____ (date) by Robert Field as the Manager of the Grantor, Stonehaven Properties, LLC, an Oregon limited liability company.

Notary Public Signature: _____

Notary Public in and for the State of Oregon

My Commission Expires: _____

**STATUTORY WARRANTY DEED
EXHIBIT A – LEGAL DESCRIPTIONS**

[TO BE INSERTED]

**STATUTORY WARRANTY DEED
EXHIBIT B – PERMITTED ENCUMBRANCES**

[TO BE INSERTED]

Upon Recording, Please Return To:

Washington State Department of Ecology
Water Quality Program
PO Box 47600
Olympia, WA 98504-7600
Attn: Eliza Keeley-Arnold, Financial Management Section

DOCUMENT TITLE:

DEED OF RIGHT TO USE LAND FOR WATER QUALITY AND CONSERVATION PURPOSES

REFERENCE NUMBER OF RELATED DOCUMENT:

N/A

GRANTOR:

City of Vancouver, WA

GRANTEE:

STATE OF WASHINGTON, acting by and through the WASHINGTON STATE DEPARTMENT OF ECOLOGY
including any successor agencies.

ABBREVIATED LEGAL DESCRIPTION: #103 THOMAS NERTON DLC 1.21A

Full legal description at Page 8 hereto

ASSESSOR'S TAX PARCEL NUMBER:

159854000

DEED OF RIGHT TO USE LAND FOR WATER QUALITY AND CONSERVATION PURPOSES

THIS **DEED OF RIGHT TO USE LAND FOR WATER QUALITY AND CONSERVATION PURPOSES (“Deed”)** is made and entered into by and between the City of Vancouver, WA (hereinafter referred to as “Grantor”) and the STATE OF WASHINGTON, acting by and through the WASHINGTON STATE DEPARTMENT OF ECOLOGY including any successor agencies (hereinafter referred to as “Grantee” or “Ecology”).

Grantor enters this Deed for and in consideration of monies coming in whole or in part from 319 funds. Such grant is made pursuant to the Project Agreement entered into between Grantor and Ecology entitled Water Quality One Time Grant Agreement between the State of Washington Department of Ecology and City of Vancouver, WA, Agreement Number WQC-2023-Vancou-00186, signed by Grantor on the 27th day of March, 2023 and by Ecology on the 27th day of March, 2023 (Project Agreement) and supporting materials which are on file with Grantor and Ecology in connection with the Project Agreement.

Pursuant to RCW 64.04.130, Grantor hereby conveys and grants to Ecology as the representative of the people of the State, the perpetual right to enforce the following duties on the real property described in Exhibit A and depicted in Exhibit B (“Property”), under the terms herein:

1. Duties of Grantor.

1.1 Grantor shall take such reasonable and feasible measures as necessary to protect the Property in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement and the Ecology approved “Acquisition Stewardship Plan Burnt Bridge Creek Land Acquisition – Phase 2”, dated March 28th, 2024 (hereafter “Stewardship Plan”) as maintained with the Project Agreement record, including protecting, preserving, restoring and/or enhancing the hydrologic functions on the Property by removing invasive species, planting appropriate native species, protecting priority species, improving bank stability and increasing canopy cover along the stream corridor (hereafter “Conservation Values”).

1.2 Grantor freely and voluntarily grants access to Ecology and Ecology’s authorized representatives, at all reasonable times, to inspect the Property for compliance with the terms of this Deed and the Project Agreement. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with Ecology, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the Property.

1.3 Without prior written consent by Ecology or its successors, through an amendment to this Deed, Grantor shall not use or allow any use of the Property (including any part of it) for uses other than herein as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the Conservation Values and purposes of the Project Agreement.

2. Specific Prohibitions.

In addition to the general restrictions in Section 1 of this Deed, the following additional specific, non-exclusive list of activities and uses are expressly prohibited on the Property:

- a.** Subdivision and residential development.
- b.** Commercial, industrial, or agricultural development and/or use.
- c.** Alteration of the land surface or water bodies, except as necessary to carry out the Stewardship Plan.
- d.** Timber harvest or other removal of vegetation, except as necessary to carry out the Stewardship Plan.
- e.** Exploration for, and/or extraction of, minerals, hydrocarbons, soils, gravels, sand, or other minerals or naturally occurring elements.
- f.** The disposal, storage, release, or accumulation of waste, garbage, debris, vehicles, faeces, abandoned equipment, or hazardous substances. "Hazardous substances" are defined as substances that are hazardous, toxic, dangerous, or harmful by any federal, state, or local law.

3. Permitted Uses and Activities.

The following uses and activities are permitted on the Property:

- a.** Reestablishment of native plants and enhancement of existing native plant communities.
- b.** Habitat restoration projects as necessary to carry out the Stewardship Plan and the maintenance of those projects.
- c.** Removal of public health or safety hazards, nuisance animals, and invasive species by such methods permitted by law.
- d.** Passive, non-motorized, pedestrian recreational day use.
- e.** Development of trails as approved by Ecology in writing and consistent with the Stewardship Plan.
- f.** Responding to emergencies on the Property, in accordance with State and federal law.

4. Notice Requirements.

4.1 Grantor, when conveying any interest in any part of the Property including but not limited to title, easement, leases, or other interests, must provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance. Grantor must provide notice of the existence of this Deed in the conveying document.

4.2 Should Grantor become aware of any violation of this Deed, Grantor shall promptly report such violation in writing to Ecology.

4.3 Grantor must notify Ecology in writing of any emergency or significant change in environmental conditions on the Property, and the response actions planned or taken as soon as practical but no later than 24 hours after the discovery of the event.

4.4 Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following person(s). Any change in contact information shall be submitted in writing to all parties to this Deed. Upon agreement, email may be used for these communications.

<i>[insert contact name, address, phone number and e-mail for Grantor]</i>	[Ecology contact person] Washington State Department of Ecology Water Quality Program P.O. Box 47600 Olympia, WA 98504 – 7600 Phone #: (360) 480-9358 Email: bwat461@ECY.WA.GOV
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5. Covenants Run with Land – Binding Upon Successors and Assigns. This Deed contains covenants running with the land and shall be binding upon Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee’s sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

6. Limit on Removal or Alteration of Deed. This Deed may not be removed or altered from the Property unless specific approval has been granted by Ecology or its successors.

7. Control. Nothing in this Deed shall be construed as giving rise to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor’s activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), or MTCA.

8. Right of Enforcement. Ecology may bring an action at law or in equity to enforce the terms of this Deed; to enjoin a violation or threatened violation by temporary or permanent injunction; to recover any damages to which it may be entitled for violation of the terms of this Deed or injury to any of the Conservation Values protected by this Deed; and to require the restoration of the Property to the condition that existed prior to any such injury. All actions for injunctive relief may be taken without Ecology being required to post bond or provide other security. Enforcement of the terms of this Deed shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Deed in the event of a breach of any term of this Deed is not a waiver by Ecology of that term or of

any subsequent breach of that term, or any other term in this Deed, or of any rights of Ecology under this Deed.

City of Vancouver, WA

Dated this ____ day of _____, 2024

On this ____ day of _____, 2024, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Eric Holmes, the City Manager of the City of Vancouver, WA, a Washington City of Vancouver, who acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and stated on oath that he/she was authorized to execute this instrument on behalf of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Notary Public in and for the State of Washington
Residing at: _____
My commission expires: _____

GRANTEE / ECOLOGY:

State of Washington, acting by and through the Washington State Department of Ecology

By: [Water Quality Program Director Name]

Its: Water Quality Program Director

Dated this ____ day of _____, 2024

STATE OF WASHINGTON)

) ss.

COUNTY OF _____)

On this ____ day of _____, 2024, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, the _____ of the **Department of Ecology**, who acknowledged said instrument to be the free and voluntary act and deed of said party for the uses and purposes therein mentioned and stated on oath that he/she was authorized to execute this instrument on behalf of said party.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Notary Public in and for the State of Washington

Residing at: _____

My commission expires: _____

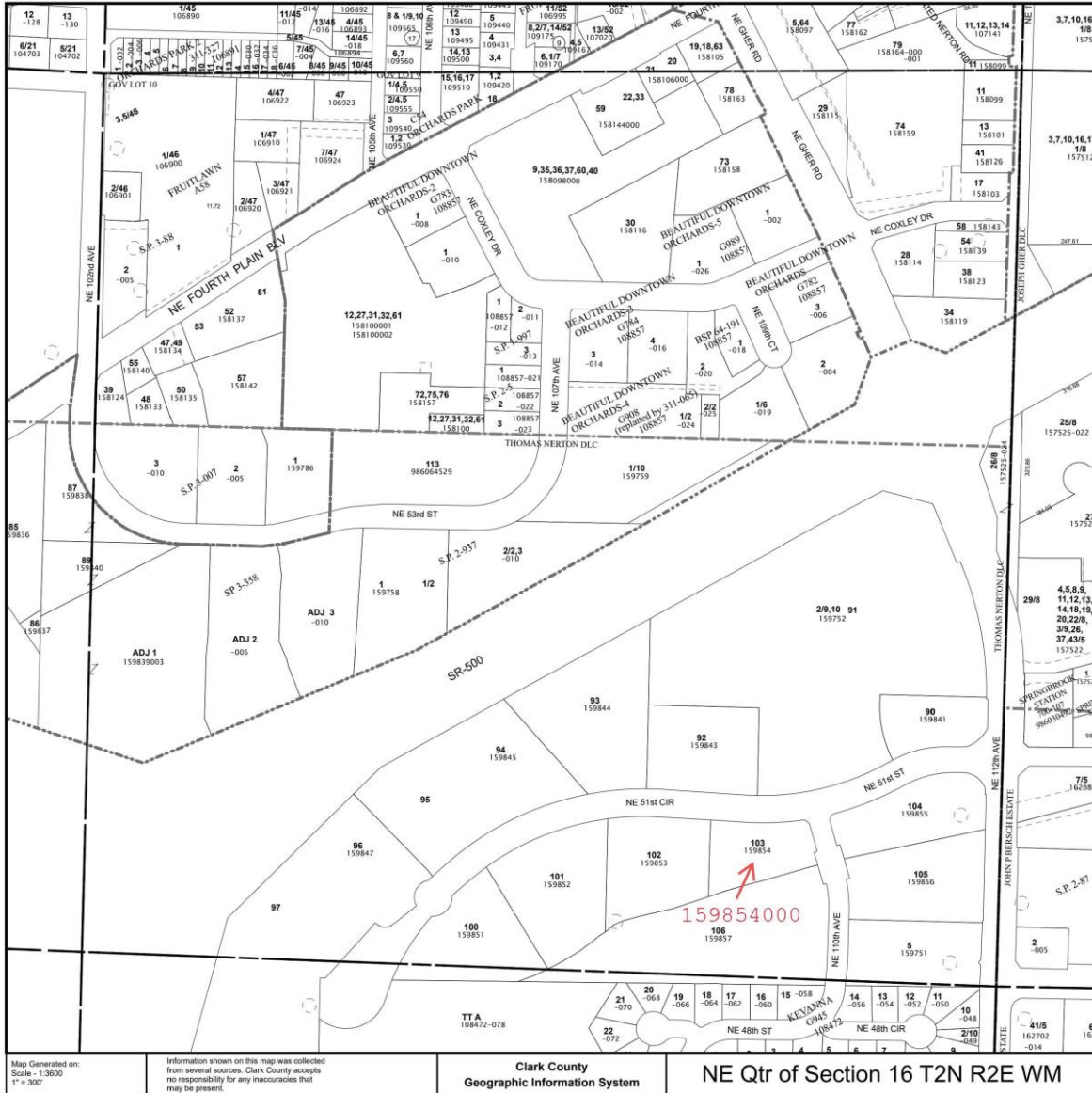
EXHIBIT A
Legal Description of the Real Property

A parcel of property in the Thomas Nerton Donation Land Claim, in Section 16, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington, based on a record of survey by Olson Engineering, Inc. in August 1988 not yet recorded and described as follows:

Commencing at the Southeast corner of the Northeast quarter of Section 16; thence North 01° 35' 45" East along the East line of said Section 16 a distance of 1385.99 feet; thence North 88° 24' 15" West 219.44 feet to an angle point in the Southerly right-of-way line of SR-500; thence North 75° 34' 10" West along said Southerly right-of-way line 152.48 feet to an angle point therein; thence South 61° 07' 11" West along said Southerly right-of-way line 1245.00 feet; thence South 41° 38' 16" East 405.09 feet to a 790.00 foot radius curve to the right with a tangent bearing of North 80° 48' 38" East into said curve; thence along said 790.00 foot radius curve to the right a distance of 177.53 feet; thence South 86° 18' 50" East 153.31 feet to the true point of beginning; thence South 86° 18' 50" East 90.74 feet to a 800.00 foot radius curve to the left; thence along said 800.00 foot radius curve to the left 205.21 feet; thence South 15° 41' 35" East 181.87 feet, more or less, to the centerline of Burnt Bridge Creek; thence Southwesterly along said centerline the following courses and distances, South 77° 10' 18" West 59.64 feet; thence South 73° 11' 15" West 46.31 feet; thence South 74° 20' 56" West 92.63 feet; thence South 75° 27' 46" West 59.64 feet; thence South 74° 01' 09" West 55.33 feet; thence South 69° 54' 52" West 52.00 feet, more or less, to a point that bears South 01° 35' 45" West from the true point of beginning; thence leaving said centerline of Burnt Bridge Creek North 01° 35' 45" East 267.64 feet to the true point of beginning.

EXCEPTING therefrom that tract conveyed to Clark County, Washington, a municipal corporation by deed recorded June 5, 1989 under Auditor's File No. 8906050062.

EXHIBIT B
Depiction of the Real Property



Upon Recording, Please Return To:

Washington State Department of Ecology
Water Quality Program
PO Box 47600
Olympia, WA 98504-7600
Attn: Eliza Keeley-Arnold, Financial Management Section

DOCUMENT TITLE:

DEED OF RIGHT TO USE LAND FOR WATER QUALITY AND CONSERVATION PURPOSES

REFERENCE NUMBER OF RELATED DOCUMENT:

N/A

GRANTOR:

City of Vancouver, WA

GRANTEE:

STATE OF WASHINGTON, acting by and through the WASHINGTON STATE DEPARTMENT OF ECOLOGY
including any successor agencies.

ABBREVIATED LEGAL DESCRIPTION: #104 THOMAS NERTON DLC 1.74A

Full legal description at Page 8 hereto

ASSESSOR'S TAX PARCEL NUMBER:

159855000

DEED OF RIGHT TO USE LAND FOR WATER QUALITY AND CONSERVATION PURPOSES

THIS **DEED OF RIGHT TO USE LAND FOR WATER QUALITY AND CONSERVATION PURPOSES (“Deed”)** is made and entered into by and between the City of Vancouver, WA (hereinafter referred to as “Grantor”) and the STATE OF WASHINGTON, acting by and through the WASHINGTON STATE DEPARTMENT OF ECOLOGY including any successor agencies (hereinafter referred to as “Grantee” or “Ecology”).

Grantor enters this Deed for and in consideration of monies coming in whole or in part from 319 funds. Such grant is made pursuant to the Project Agreement entered into between Grantor and Ecology entitled Water Quality One Time Grant Agreement between the State of Washington Department of Ecology and City of Vancouver, WA, Agreement Number WQC-2023-Vancou-00186, signed by Grantor on the 27th day of March, 2023 and by Ecology on the 27th day of March, 2023 (Project Agreement) and supporting materials which are on file with Grantor and Ecology in connection with the Project Agreement.

Pursuant to RCW 64.04.130, Grantor hereby conveys and grants to Ecology as the representative of the people of the State, the perpetual right to enforce the following duties on the real property described in Exhibit A and depicted in Exhibit B (“Property”), under the terms herein:

1. Duties of Grantor.

1.1 Grantor shall take such reasonable and feasible measures as necessary to protect the Property in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement and the Ecology approved “Acquisition Stewardship Plan Burnt Bridge Creek Land Acquisition – Phase 2”, dated March 28th, 2024 (hereafter “Stewardship Plan”) as maintained with the Project Agreement record, including protecting, preserving, restoring and/or enhancing the hydrologic functions on the Property by removing invasive species, planting appropriate native species, protecting priority species, improving bank stability and increasing canopy cover along the stream corridor (hereafter “Conservation Values”).

1.2 Grantor freely and voluntarily grants access to Ecology and Ecology’s authorized representatives, at all reasonable times, to inspect the Property for compliance with the terms of this Deed and the Project Agreement. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with Ecology, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the Property.

1.3 Without prior written consent by Ecology or its successors, through an amendment to this Deed, Grantor shall not use or allow any use of the Property (including any part of it) for uses other than herein as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the Conservation Values and purposes of the Project Agreement.

2. Specific Prohibitions.

In addition to the general restrictions in Section 1 of this Deed, the following additional specific, non-exclusive list of activities and uses are expressly prohibited on the Property:

- a.** Subdivision and residential development.
- b.** Commercial, industrial, or agricultural development and/or use.
- c.** Alteration of the land surface or water bodies, except as necessary to carry out the Stewardship Plan.
- d.** Timber harvest or other removal of vegetation, except as necessary to carry out the Stewardship Plan.
- e.** Exploration for, and/or extraction of, minerals, hydrocarbons, soils, gravels, sand, or other minerals or naturally occurring elements.
- f.** The disposal, storage, release, or accumulation of waste, garbage, debris, vehicles, faeces, abandoned equipment, or hazardous substances. "Hazardous substances" are defined as substances that are hazardous, toxic, dangerous, or harmful by any federal, state, or local law.

3. Permitted Uses and Activities.

The following uses and activities are permitted on the Property:

- a.** Reestablishment of native plants and enhancement of existing native plant communities.
- b.** Habitat restoration projects as necessary to carry out the Stewardship Plan and the maintenance of those projects.
- c.** Removal of public health or safety hazards, nuisance animals, and invasive species by such methods permitted by law.
- d.** Passive, non-motorized, pedestrian recreational day use.
- e.** Development of trails as approved by Ecology in writing and consistent with the Stewardship Plan.
- f.** Responding to emergencies on the Property, in accordance with State and federal law.

4. Notice Requirements.

4.1 Grantor, when conveying any interest in any part of the Property including but not limited to title, easement, leases, or other interests, must provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance. Grantor must provide notice of the existence of this Deed in the conveying document.

4.2 Should Grantor become aware of any violation of this Deed, Grantor shall promptly report such violation in writing to Ecology.

4.3 Grantor must notify Ecology in writing of any emergency or significant change in environmental conditions on the Property, and the response actions planned or taken as soon as practical but no later than 24 hours after the discovery of the event.

4.4 Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following person(s). Any change in contact information shall be submitted in writing to all parties to this Deed. Upon agreement, email may be used for these communications.

<i>[insert contact name, address, phone number and e-mail for Grantor]</i>	[Ecology contact person] Washington State Department of Ecology Water Quality Program P.O. Box 47600 Olympia, WA 98504 – 7600 Phone #: (360) 480-9358 Email: bwat461@ECY.WA.GOV
---	---

5. Covenants Run with Land – Binding Upon Successors and Assigns. This Deed contains covenants running with the land and shall be binding upon Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee’s sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

6. Limit on Removal or Alteration of Deed. This Deed may not be removed or altered from the Property unless specific approval has been granted by Ecology or its successors.

7. Control. Nothing in this Deed shall be construed as giving rise to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor’s activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), or MTCA.

8. Right of Enforcement. Ecology may bring an action at law or in equity to enforce the terms of this Deed; to enjoin a violation or threatened violation by temporary or permanent injunction; to recover any damages to which it may be entitled for violation of the terms of this Deed or injury to any of the Conservation Values protected by this Deed; and to require the restoration of the Property to the condition that existed prior to any such injury. All actions for injunctive relief may be taken without Ecology being required to post bond or provide other security. Enforcement of the terms of this Deed shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Deed in the event of a breach of any term of this Deed is not a waiver by Ecology of that term or of

any subsequent breach of that term, or any other term in this Deed, or of any rights of Ecology under this Deed.

City of Vancouver, WA

Dated this ____ day of _____, 2024

On this ____ day of _____, 2024, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Eric Holmes, the City Manager of the City of Vancouver, WA, a Washington City of Vancouver, who acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and stated on oath that he/she was authorized to execute this instrument on behalf of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Notary Public in and for the State of Washington
Residing at: _____
My commission expires: _____

GRANTEE / ECOLOGY:

State of Washington, acting by and through the Washington State Department of Ecology

By: [Water Quality Program Director Name]

Its: Water Quality Program Director

Dated this ____ day of _____, 2024

STATE OF WASHINGTON)

) ss.

COUNTY OF _____)

On this ____ day of _____, 2024, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, the _____ of the **Department of Ecology**, who acknowledged said instrument to be the free and voluntary act and deed of said party for the uses and purposes therein mentioned and stated on oath that he/she was authorized to execute this instrument on behalf of said party.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Notary Public in and for the State of Washington

Residing at: _____

My commission expires: _____

EXHIBIT A
Legal Description of the Real Property

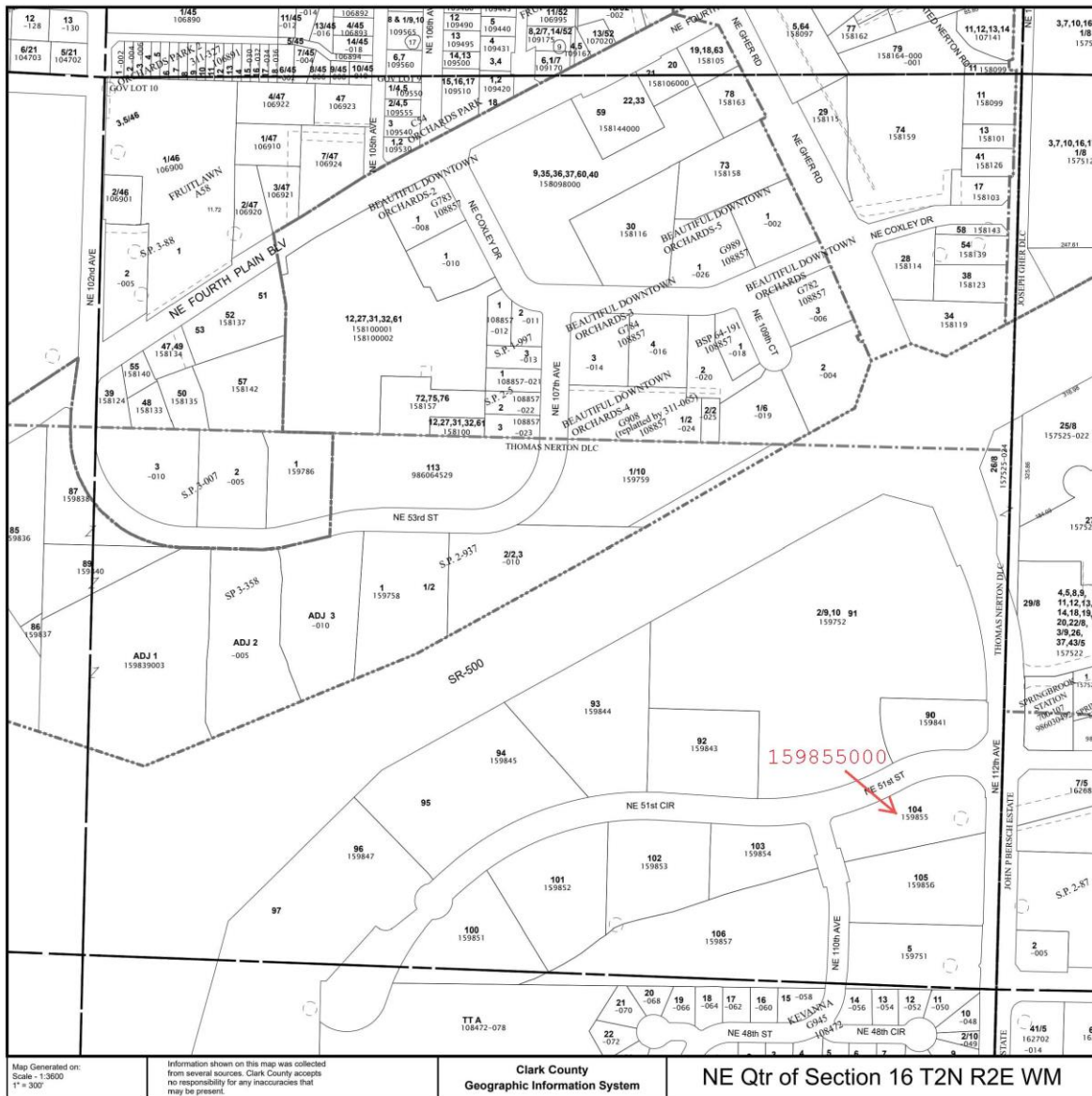
A parcel of property in the Thomas Nerton Donation Land Claims, in Section 16, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington, based on a record of survey by Olson Engineering, Inc. in August 1988 not yet recorded and described as follows:

Commencing at the Southeast corner of the Northeast quarter of Section 16; thence North 01° 35' 45" East along the East line of said Section 16 a distance of 184.01 feet to the Easterly extension of the South line of that tract conveyed to Prematic Service Corporation by deed recorded under Auditor's File No. 8009260052 of Clark County Records; thence North 88° 54' 51" West along said Easterly extension and the South line of said Prematic Service Corporation Tract 427.02 feet to an interior Southeast corner in said tract; thence South 01° 35' 45" West along the East line of said Prematic Service Corporation Tract 186.95 feet to the North line of Kevanna, according to the plat thereof, recorded in Book "G" of Plats at Page 945 of Clark County Records; thence North 89° 18' 33" West along said North line of Kevanna 37.67 feet to a 637.61 foot radius curve to the left, with a tangent bearing of North 08° 53' 41" East into said curve; thence along said 637.81 radius curve to the left 81.25 feet; thence North 01° 35' 45" East 135.95 feet to a 332.50 foot radius curve to the left; thence along said 332.50 foot radius curve to the left 100.33 feet; thence North 15° 41' 35" West 217.96 feet to a 800.00 foot radius curve to the left with a tangent bearing of North 78° 59' 20" East into said curve and the true point of beginning; thence along said 800.00 foot radius curve to the left 237.23 feet, more or less to the West line of that tract conveyed to Clark County by deed recorded under Auditor's File No. 8211100042 of Clark County Records; thence South 33° 38' 34" East along said West line of the Clark County Tract 25.54 feet to the Southwest corner thereof and to a 267.00 foot radius curve to the right with a tangent bearing of North 56° 21' 26" East into said curve; thence along the South line of said Clark County Tract and said 267.00 foot radius curve to the right 164.21 feet; thence South 88° 24' 15" along said South line 80.00 feet to a 25.00 radius curve to the right; thence along said South line and said 25.00 foot curve to the right 39.27 feet to the West right of way line of NE 112th Avenue; thence South 01° 35' 45" West along said West right of way line 54.73 feet; thence South 88° 24' 15" East along said right of way line 5.00 feet; thence South 01° 35' 45" West along said right of way line 100.45 feet, more or less, to the centerline of Burnt Bridge Creek; thence Southwesterly along said centerline the following courses and distances, South 78° 12' 10" West 324.57 feet; thence South 78° 10' 23" West 47.94 feet; thence South 78° 16' 49" West 49.60 feet; thence South 77° 10' 18" West 35.74 feet, more or less, to a point that bears South 15° 41' 35" East from the true point of beginning; thence leaving said centerline of Burnt Bridge Creek North 15° 41' 35" West 181.87 feet to the true point of beginning.

EXCEPTING therefrom that tract conveyed to Clark County, Washington, a municipal corporation by deed recorded June 5, 1989 under Auditor's File No. 8906050062.

EXHIBIT B

Depiction of the Real Property



Upon Recording, Please Return To:

Washington State Department of Ecology
Water Quality Program
PO Box 47600
Olympia, WA 98504-7600
Attn: Eliza Keeley-Arnold, Financial Management Section

DOCUMENT TITLE:

DEED OF RIGHT TO USE LAND FOR WATER QUALITY AND CONSERVATION PURPOSES

REFERENCE NUMBER OF RELATED DOCUMENT:

N/A

GRANTOR:

City of Vancouver, WA

GRANTEE:

STATE OF WASHINGTON, acting by and through the WASHINGTON STATE DEPARTMENT OF ECOLOGY
including any successor agencies.

ABBREVIATED LEGAL DESCRIPTION: #105 THOMAS NERTON DLC 2.01A

Full legal description at Page 8 hereto

ASSESSOR'S TAX PARCEL NUMBER:

159856000

DEED OF RIGHT TO USE LAND FOR WATER QUALITY AND CONSERVATION PURPOSES

THIS **DEED OF RIGHT TO USE LAND FOR WATER QUALITY AND CONSERVATION PURPOSES (“Deed”)** is made and entered into by and between the City of Vancouver, WA (hereinafter referred to as “Grantor”) and the STATE OF WASHINGTON, acting by and through the WASHINGTON STATE DEPARTMENT OF ECOLOGY including any successor agencies (hereinafter referred to as “Grantee” or “Ecology”).

Grantor enters this Deed for and in consideration of monies coming in whole or in part from 319 funds. Such grant is made pursuant to the Project Agreement entered into between Grantor and Ecology entitled Water Quality One Time Grant Agreement between the State of Washington Department of Ecology and City of Vancouver, WA, Agreement Number WQC-2023-Vancou-00186, signed by Grantor on the 27th day of March, 2023 and by Ecology on the 27th day of March, 2023 (Project Agreement) and supporting materials which are on file with Grantor and Ecology in connection with the Project Agreement.

Pursuant to RCW 64.04.130, Grantor hereby conveys and grants to Ecology as the representative of the people of the State, the perpetual right to enforce the following duties on the real property described in Exhibit A and depicted in Exhibit B (“Property”), under the terms herein:

1. Duties of Grantor.

1.1 Grantor shall take such reasonable and feasible measures as necessary to protect the Property in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement and the Ecology approved “Acquisition Stewardship Plan Burnt Bridge Creek Land Acquisition – Phase 2”, dated March 28th, 2024 (hereafter “Stewardship Plan”) as maintained with the Project Agreement record, including protecting, preserving, restoring and/or enhancing the hydrologic functions on the Property by removing invasive species, planting appropriate native species, protecting priority species, improving bank stability and increasing canopy cover along the stream corridor (hereafter “Conservation Values”).

1.2 Grantor freely and voluntarily grants access to Ecology and Ecology’s authorized representatives, at all reasonable times, to inspect the Property for compliance with the terms of this Deed and the Project Agreement. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with Ecology, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the Property.

1.3 Without prior written consent by Ecology or its successors, through an amendment to this Deed, Grantor shall not use or allow any use of the Property (including any part of it) for uses other than herein as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the Conservation Values and purposes of the Project Agreement.

2. Specific Prohibitions.

In addition to the general restrictions in Section 1 of this Deed, the following additional specific, non-exclusive list of activities and uses are expressly prohibited on the Property:

- a. Subdivision and residential development.
- b. Commercial, industrial, or agricultural development and/or use.
- c. Alteration of the land surface or water bodies, except as necessary to carry out the Stewardship Plan.
- d. Timber harvest or other removal of vegetation, except as necessary to carry out the Stewardship Plan.
- e. Exploration for, and/or extraction of, minerals, hydrocarbons, soils, gravels, sand, or other minerals or naturally occurring elements.
- f. The disposal, storage, release, or accumulation of waste, garbage, debris, vehicles, faeces, abandoned equipment, or hazardous substances. "Hazardous substances" are defined as substances that are hazardous, toxic, dangerous, or harmful by any federal, state, or local law.

3. Permitted Uses and Activities.

The following uses and activities are permitted on the Property:

- a. Reestablishment of native plants and enhancement of existing native plant communities.
- b. Habitat restoration projects as necessary to carry out the Stewardship Plan and the maintenance of those projects.
- c. Removal of public health or safety hazards, nuisance animals, and invasive species by such methods permitted by law.
- d. Passive, non-motorized, pedestrian recreational day use.
- e. Development of trails as approved by Ecology in writing and consistent with the Stewardship Plan.
- f. Responding to emergencies on the Property, in accordance with State and federal law.

4. Notice Requirements.

4.1 Grantor, when conveying any interest in any part of the Property including but not limited to title, easement, leases, or other interests, must provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance. Grantor must provide notice of the existence of this Deed in the conveying document.

4.2 Should Grantor become aware of any violation of this Deed, Grantor shall promptly report such violation in writing to Ecology.

4.3 Grantor must notify Ecology in writing of any emergency or significant change in environmental conditions on the Property, and the response actions planned or taken as soon as practical but no later than 24 hours after the discovery of the event.

4.4 Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following person(s). Any change in contact information shall be submitted in writing to all parties to this Deed. Upon agreement, email may be used for these communications.

<i>[insert contact name, address, phone number and e-mail for Grantor]</i>	[Ecology contact person] Washington State Department of Ecology Water Quality Program P.O. Box 47600 Olympia, WA 98504 – 7600 Phone #: (360) 480-9358 Email: bwat461@ECY.WA.GOV
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5. Covenants Run with Land – Binding Upon Successors and Assigns. This Deed contains covenants running with the land and shall be binding upon Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee’s sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

6. Limit on Removal or Alteration of Deed. This Deed may not be removed or altered from the Property unless specific approval has been granted by Ecology or its successors.

7. Control. Nothing in this Deed shall be construed as giving rise to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor’s activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), or MTCA.

8. Right of Enforcement. Ecology may bring an action at law or in equity to enforce the terms of this Deed; to enjoin a violation or threatened violation by temporary or permanent injunction; to recover any damages to which it may be entitled for violation of the terms of this Deed or injury to any of the Conservation Values protected by this Deed; and to require the restoration of the Property to the condition that existed prior to any such injury. All actions for injunctive relief may be taken without Ecology being required to post bond or provide other security. Enforcement of the terms of this Deed shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Deed in the event of a breach of any term of this Deed is not a waiver by Ecology of that term or of

any subsequent breach of that term, or any other term in this Deed, or of any rights of Ecology under this Deed.

City of Vancouver, WA

Dated this ____ day of _____, 2024

On this ____ day of _____, 2024, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Eric Holmes, the City Manager of the City of Vancouver, WA, a Washington City of Vancouver, who acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and stated on oath that he/she was authorized to execute this instrument on behalf of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Notary Public in and for the State of Washington
Residing at: _____
My commission expires: _____

GRANTEE / ECOLOGY:

State of Washington, acting by and through the Washington State Department of Ecology

By: [Water Quality Program Director Name]

Its: Water Quality Program Director

Dated this ____ day of _____, 2024

STATE OF WASHINGTON)

) ss.

COUNTY OF _____)

On this ____ day of _____, 2024, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, the _____ of the **Department of Ecology**, who acknowledged said instrument to be the free and voluntary act and deed of said party for the uses and purposes therein mentioned and stated on oath that he/she was authorized to execute this instrument on behalf of said party.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Notary Public in and for the State of Washington

Residing at: _____

My commission expires: _____

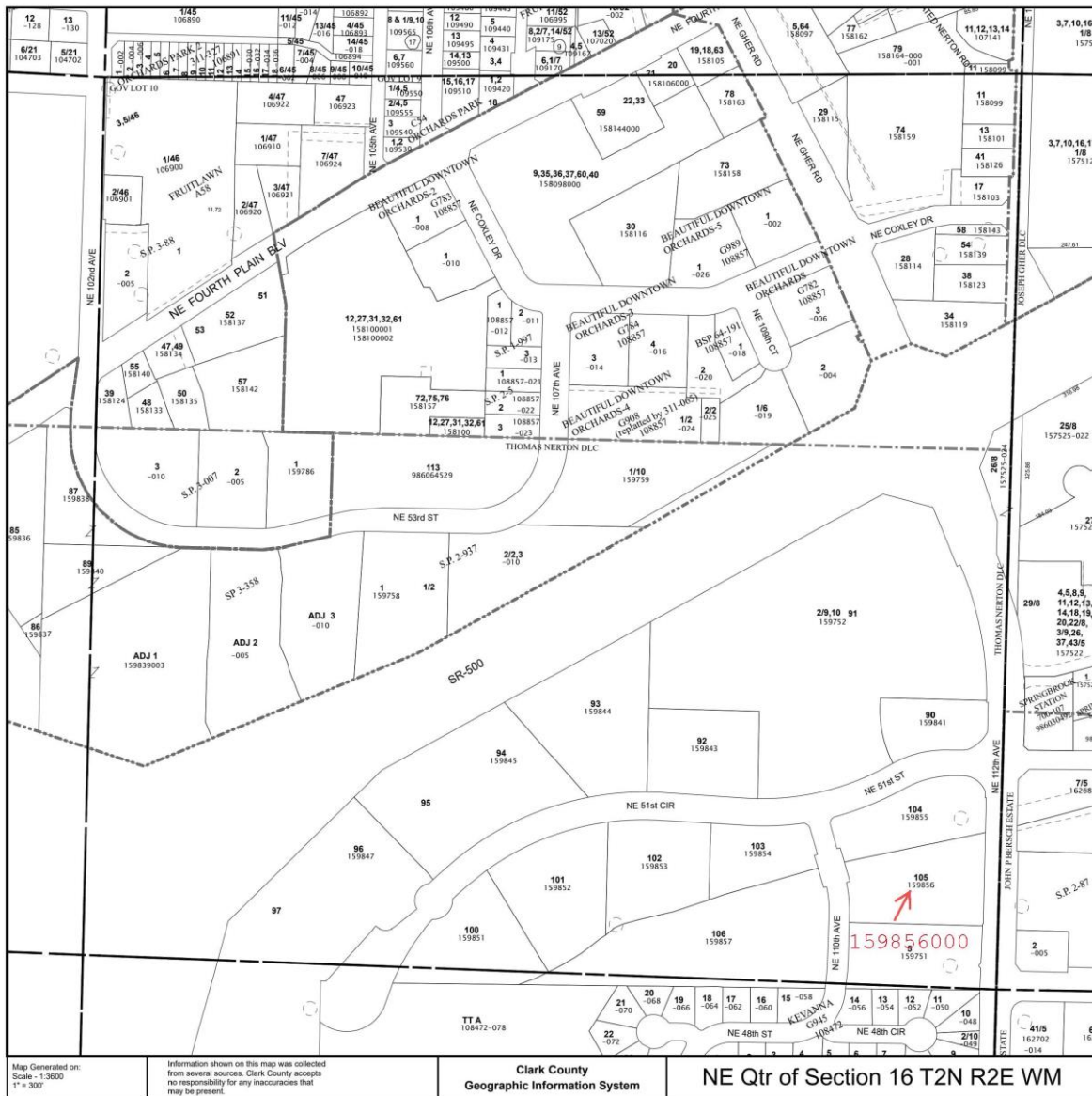
EXHIBIT A
Legal Description of the Real Property

A parcel of property in the Thomas Nerton Donation Land Claims, in Section 16, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington, based on a record of survey by Olson Engineering, Inc. in August 1988 not yet recorded and described as follows:

Commencing at the Southeast corner of the Northeast quarter of Section 16; thence North 01° 35' 45" East along the East line of said Section 16 a distance of 184.01 feet to the Easterly extension of the South line of that tract conveyed to Prematic Service Corporation by deed recorded under Auditor's File No. 8009260052 of Clark County Records; thence North 88° 54' 51" West along said Easterly extension of the South line of the Prematic Service Corporation Tract 40.00 feet to the West right of way line of NE 112th Avenue and the true point of beginning; thence North 88° 54' 51" West along the South line of said Prematic Service Corporation Tract 387.02 feet to an interior Southeast corner in said Prematic Service Corporation Tract; thence South 01° 35' 45" West along the East line of said Prematic Service Corporation Tract 186.95 feet to the North line of Kevanna, according to the plat thereof, recorded in Book "G" of Plats at Page 945 of Clark County Records; thence North 89° 18' 33" West along said North line of Kevanna 37.63 feet to a 637.81 foot radius curve to the left with a tangent bearing of North 08° 53' 41" East into said curve; thence along said 637.81 foot radius curve to the left 81.25 feet; thence North 01° 35' 45" East 135.95 feet to a 332.50 foot radius curve to the left; thence along said 332.50 foot radius curve to the left, 100.33 feet; thence North 15° 41' 35" West 36.09 feet, more or less, to the centerline of Burnt Bridge Creek; thence Northeasterly along said centerline the following courses and distances, North 77° 10' 18" East 35.74 feet; thence North 78° 16' 49" East 49.60 feet; thence North 78° 10' 23" East 47.94 feet; thence North 78° 12' 10" East 324.57 feet, more or less, to the West right of way line of NE 112th Avenue; thence leaving said centerline of Burnt Bridge Creek South 01° 35' 45" West right of way line 265.90 feet to the true point of beginning.

EXCEPTING therefrom that tract conveyed to Clark County, Washington, a municipal corporation by deed recorded June 5, 1989 under Auditor's File No. 8906050062.

EXHIBIT B
Depiction of the Real Property



Upon Recording, Please Return To:

Washington State Department of Ecology
Water Quality Program
PO Box 47600
Olympia, WA 98504-7600
Attn: Eliza Keeley-Arnold, Financial Management Section

DOCUMENT TITLE:

DEED OF RIGHT TO USE LAND FOR WATER QUALITY AND CONSERVATION PURPOSES

REFERENCE NUMBER OF RELATED DOCUMENT:

N/A

GRANTOR:

City of Vancouver, WA

GRANTEE:

STATE OF WASHINGTON, acting by and through the WASHINGTON STATE DEPARTMENT OF ECOLOGY
including any successor agencies.

ABBREVIATED LEGAL DESCRIPTION: #30 LOT 5 BERSCH EST 1.60A

Full legal description at Page 8 hereto

ASSESSOR'S TAX PARCEL NUMBER:

162702003

DEED OF RIGHT TO USE LAND FOR WATER QUALITY AND CONSERVATION PURPOSES

THIS **DEED OF RIGHT TO USE LAND FOR WATER QUALITY AND CONSERVATION PURPOSES (“Deed”)** is made and entered into by and between the City of Vancouver, WA (hereinafter referred to as “Grantor”) and the STATE OF WASHINGTON, acting by and through the WASHINGTON STATE DEPARTMENT OF ECOLOGY including any successor agencies (hereinafter referred to as “Grantee” or “Ecology”).

Grantor enters this Deed for and in consideration of monies coming in whole or in part from 319 funds. Such grant is made pursuant to the Project Agreement entered into between Grantor and Ecology entitled Water Quality One Time Grant Agreement between the State of Washington Department of Ecology and City of Vancouver, WA, Agreement Number WQC-2023-Vancou-00186, signed by Grantor on the 27th day of March, 2023 and by Ecology on the 27th day of March, 2023 (Project Agreement) and supporting materials which are on file with Grantor and Ecology in connection with the Project Agreement.

Pursuant to RCW 64.04.130, Grantor hereby conveys and grants to Ecology as the representative of the people of the State, the perpetual right to enforce the following duties on the real property described in Exhibit A and depicted in Exhibit B (“Property”), under the terms herein:

1. Duties of Grantor.

1.1 Grantor shall take such reasonable and feasible measures as necessary to protect the Property in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement and the Ecology approved “Acquisition Stewardship Plan Burnt Bridge Creek Land Acquisition – Phase 2”, dated March 28th, 2024 (hereafter “Stewardship Plan”) as maintained with the Project Agreement record, including protecting, preserving, restoring and/or enhancing the hydrologic functions on the Property by removing invasive species, planting appropriate native species, protecting priority species, improving bank stability and increasing canopy cover along the stream corridor (hereafter “Conservation Values”).

1.2 Grantor freely and voluntarily grants access to Ecology and Ecology’s authorized representatives, at all reasonable times, to inspect the Property for compliance with the terms of this Deed and the Project Agreement. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with Ecology, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the Property.

1.3 Without prior written consent by Ecology or its successors, through an amendment to this Deed, Grantor shall not use or allow any use of the Property (including any part of it) for uses other than herein as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the Conservation Values and purposes of the Project Agreement.

2. Specific Prohibitions.

In addition to the general restrictions in Section 1 of this Deed, the following additional specific, non-exclusive list of activities and uses are expressly prohibited on the Property:

- a.** Subdivision and residential development.
- b.** Commercial, industrial, or agricultural development and/or use.
- c.** Alteration of the land surface or water bodies, except as necessary to carry out the Stewardship Plan.
- d.** Timber harvest or other removal of vegetation, except as necessary to carry out the Stewardship Plan.
- e.** Exploration for, and/or extraction of, minerals, hydrocarbons, soils, gravels, sand, or other minerals or naturally occurring elements.
- f.** The disposal, storage, release, or accumulation of waste, garbage, debris, vehicles, faeces, abandoned equipment, or hazardous substances. "Hazardous substances" are defined as substances that are hazardous, toxic, dangerous, or harmful by any federal, state, or local law.

3. Permitted Uses and Activities.

The following uses and activities are permitted on the Property:

- a.** Reestablishment of native plants and enhancement of existing native plant communities.
- b.** Habitat restoration projects as necessary to carry out the Stewardship Plan and the maintenance of those projects.
- c.** Removal of public health or safety hazards, nuisance animals, and invasive species by such methods permitted by law.
- d.** Passive, non-motorized, pedestrian recreational day use.
- e.** Development of trails as approved by Ecology in writing and consistent with the Stewardship Plan.
- f.** Responding to emergencies on the Property, in accordance with State and federal law.

4. Notice Requirements.

4.1 Grantor, when conveying any interest in any part of the Property including but not limited to title, easement, leases, or other interests, must provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance. Grantor must provide notice of the existence of this Deed in the conveying document.

4.2 Should Grantor become aware of any violation of this Deed, Grantor shall promptly report such violation in writing to Ecology.

4.3 Grantor must notify Ecology in writing of any emergency or significant change in environmental conditions on the Property, and the response actions planned or taken as soon as practical but no later than 24 hours after the discovery of the event.

4.4 Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following person(s). Any change in contact information shall be submitted in writing to all parties to this Deed. Upon agreement, email may be used for these communications.

<i>[insert contact name, address, phone number and e-mail for Grantor]</i>	[Ecology contact person] Washington State Department of Ecology Water Quality Program P.O. Box 47600 Olympia, WA 98504 – 7600 Phone #: (360) 480-9358 Email: bwat461@ECY.WA.GOV
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5. Covenants Run with Land – Binding Upon Successors and Assigns. This Deed contains covenants running with the land and shall be binding upon Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee’s sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

6. Limit on Removal or Alteration of Deed. This Deed may not be removed or altered from the Property unless specific approval has been granted by Ecology or its successors.

7. Control. Nothing in this Deed shall be construed as giving rise to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor’s activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), or MTCA.

8. Right of Enforcement. Ecology may bring an action at law or in equity to enforce the terms of this Deed; to enjoin a violation or threatened violation by temporary or permanent injunction; to recover any damages to which it may be entitled for violation of the terms of this Deed or injury to any of the Conservation Values protected by this Deed; and to require the restoration of the Property to the condition that existed prior to any such injury. All actions for injunctive relief may be taken without Ecology being required to post bond or provide other security. Enforcement of the terms of this Deed shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Deed in the event of a breach of any term of this Deed is not a waiver by Ecology of that term or of

any subsequent breach of that term, or any other term in this Deed, or of any rights of Ecology under this Deed.

City of Vancouver, WA

Dated this ____ day of _____, 2024

On this ____ day of _____, 2024, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Eric Holmes, the City Manager of the City of Vancouver, WA, a Washington City of Vancouver, who acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and stated on oath that he/she was authorized to execute this instrument on behalf of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Notary Public in and for the State of Washington
Residing at: _____
My commission expires: _____

GRANTEE / ECOLOGY:

State of Washington, acting by and through the Washington State Department of Ecology

By: [Water Quality Program Director Name]

Its: Water Quality Program Director

Dated this ____ day of _____, 2024

STATE OF WASHINGTON)

) ss.

COUNTY OF _____)

On this ____ day of _____, 2024, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, the _____ of the **Department of Ecology**, who acknowledged said instrument to be the free and voluntary act and deed of said party for the uses and purposes therein mentioned and stated on oath that he/she was authorized to execute this instrument on behalf of said party.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Notary Public in and for the State of Washington

Residing at: _____

My commission expires: _____

EXHIBIT A
Legal Description of the Real Property

All that portion of the North half of the following described lying South of the center line of Burnt Bridge Creek, that portion of Government Lot 7 of Section 15, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Northwest corner of said Government Lot 7 (being the Northwest corner of Lot 5 of the partition of the John P. Bersch Estates); thence East 544.4 feet; thence South 11.90 chains of the centerline of said Section; thence West 544.4 feet to the West line of said Lot 7; thence North 11.90 chains to the Point of Beginning.

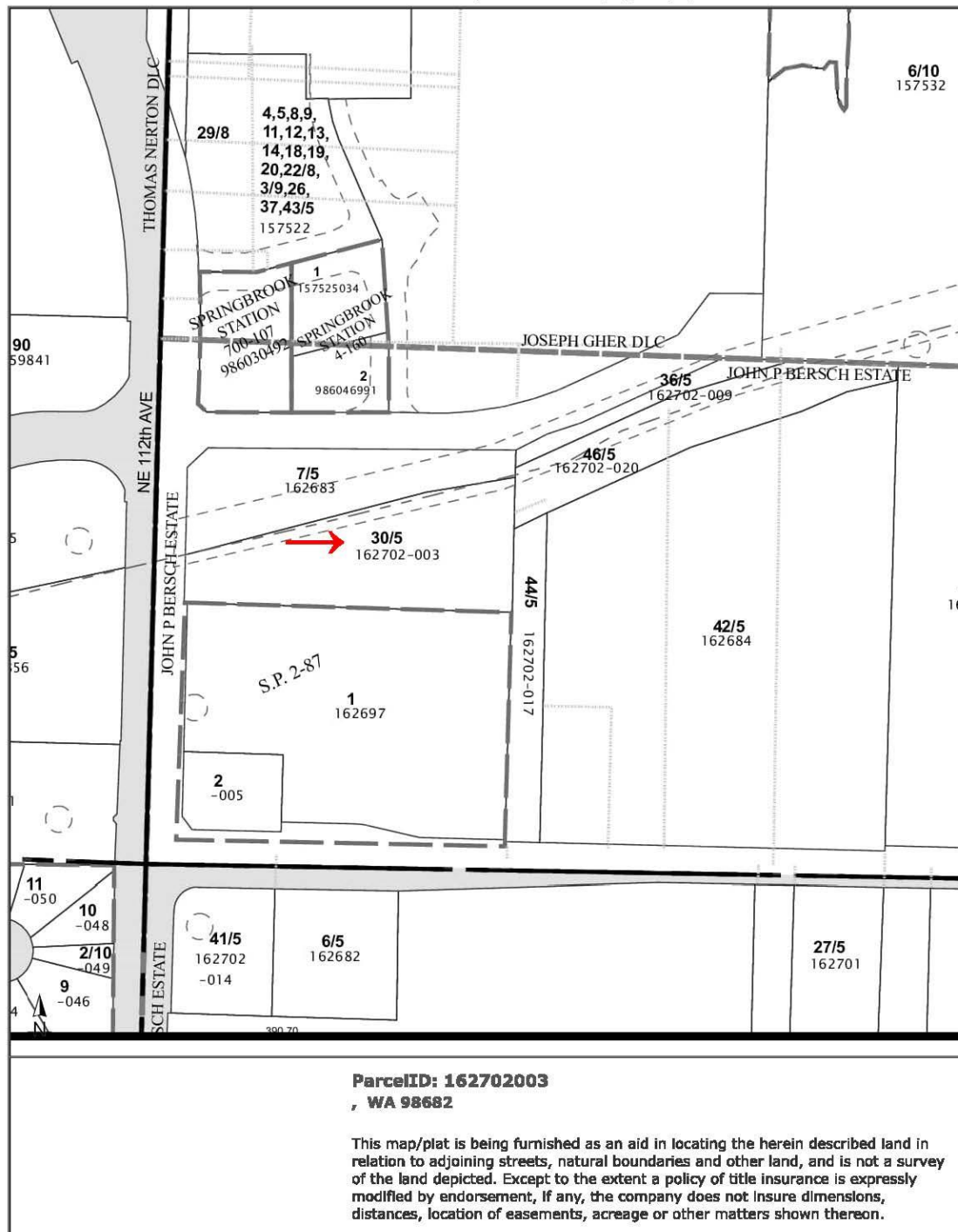
EXCEPT ALSO the West 10 feet thereof as conveyed to Clark County, by deed recorded under Auditor's File No. G 320841.

EXCEPT ALSO public roads, if any.

EXHIBIT B **Depiction of the Real Property**

4/19/24, 2:28 PM

Assessor Map Full - GeoAdvantage by Sentry Dynamics



https://clients.sentrydynamics.net/AssrMap/Full?parcelId=162702003&cnty=WA_Clar

1/1

Staff Report: 111-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/10/2024

SUBJECT Award of grant funds from the PEG Capital Support Fund to public users of the Comcast Business Services, for monthly transport costs

Key Points

- Under the terms of the City's current cable franchise agreement with Comcast, which expires June 30, 2024, \$1.00 per month per residential cable subscriber is collected and can be used for grants to reimburse local government users of Comcast Business Services for monthly transport fees.
- The City Council is being asked to approve \$226,200 of PEG Capital Support Fund to be divided among Comcast Business Services users.

Strategic Plan Alignment

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

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise.

Present Situation

The current cable franchise agreements between the City of Vancouver, Clark County and Comcast, which expire June 30, 2024, provide for a contribution in the amount of \$1/month per subscriber for support of a Public, Education, and Government (PEG) capital fund. One of the allowed uses of the PEG fund under the existing franchises is to reimburse local government users of Comcast Business Services for monthly transport fees. Local governments utilize Comcast Business Services to provide high-speed connectivity between key facilities and redundant services in the event of emergencies.

In 2018, Clark County and the City of Vancouver approved an annual award from the PEG Capital Support Fund of \$226,200 for the next six and one-half years, effective until the expiration of the Comcast Cable Franchise on June 30, 2024, to be divided among Comcast Business Services users, the City of Vancouver, Clark County, Fort Vancouver Regional Library District and the Clark County Fire District 5, for monthly transport costs.

Due to the impacts of the Federal Communications Commission Order 621, the renewed cable franchise agreements with Comcast Cable Communications Management, LLC, recommended for approval by the City/County Telecommunications Commission ("Commission"), will not allow for future award of funds to public users of Comcast Business Services to offset transport costs from the PEG Capital Support Grant Program. If approved, the proposed cable franchise agreements with Comcast Cable Communications Management, LLC, will commence on July 1, 2024.

On April 10, 2024, the Commission recommended extending the existing PEG Capital Support Grant Program Agreements with local governments through March 1, 2025. Adequate funding reserves in the PEG Capital Support Grant Program, collected under the current cable franchises, would allow one additional grant award to public users of Comcast Business Service.

Advantage(s)

1. Reduces the amount of operational funding paid by public Comcast Business Services users for transport costs.
2. Awards funds consistent with the requirement of the cable television franchise agreements with Comcast Corporation.
3. Provides a tangible community benefit consistent with objectives of the Telecommunications Commission.

Disadvantage(s)

None

Budget Impact

The PEG Capital Support Fund has approximately \$1,512,000 available for distribution in 2024. An appropriation for the proposed grant awards is included in the PEG Capital Support Fund, 2023-2024 biennial budget. Remaining unallocated funds will be carried forward for future grant awards.

Prior Council Review

None

Action Requested

On June 10, 2024, adopt a resolution, under the terms of the interlocal agreement between Clark County and the City of Vancouver, authorizing \$226,200 of PEG Capital Support Funds to be used to reimburse authorized public subscribers of Comcast Business Services monthly transport fees.

Jim Demmon, Video Services Manager, 360-487- 8706

ATTACHMENTS:

- ▣ Resolution I-NET Contract Extension
- ▣ Telecommunications Commission Resolution 2024-02

[06-10-24]

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION relating to cable television and to the award of Public, Educational and Governmental (“PEG”) capital contribution funds to designated access providers for the City of Vancouver and Clark County, and for public Institutional Network (“I-NET”) and Comcast Business Services users for certain expenditures.

WHEREAS, the PEG Capital Support Fund, established by Ordinance M-3459 has funds available and appropriated for the purpose of financing PEG capital purchases by designated access providers or monthly transport costs of public users related to the I-NET and Comcast Business Services; and

WHEREAS, the Vancouver/Clark County Telecommunications Commission (“Commission”), by Resolution 1999-03 adopted criteria for the award and administration of PEG capital grants; and

WHEREAS, in 2018 after review of requests for PEG grant awards from I-NET/Comcast Business Services users the Vancouver City Council and the Clark County Council separately approved an annual award from the PEG Capital Support Fund of \$226,200 for the next six years and one-half years, until the expiration of the Comcast Cable Franchise on June 30, 2024, to be divided among I-NET/Comcast Business Services users, the City of Vancouver, Clark County, Fort Vancouver Regional Library District and the Clark County Fire District 5, for monthly transport costs; and

WHEREAS, due to the impacts of the Federal Communications Commission Order 621, the renewed cable franchise agreements with Comcast Cable Communications Management,

RESOLUTION - 1

LLC, recommended for approval by the Commission, would not allow for future award of funds to public users of Comcast Business Services to offset transport costs from the PEG Capital Support Grant Program. If approved, the proposed cable franchise agreements with Comcast Cable Communications Management, LLC, would commence on July 1, 2024; and

WHEREAS, the Commission recommended extending the existing PEG Capital Support Grant Program Agreements with local governments through March 1, 2025. Adequate funding reserves in the PEG Capital Support Grant Program, collected under the current cable franchises, would allow one additional grant award to public users of Comcast Business Service; and

WHEREAS, the City of Vancouver and Clark County entered into an interlocal agreement whereby the City administers PEG capital grants, but all grants will require approval by both City Council and the Clark County Council.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. As recommended in SR _____ and by the City/County Telecommunications Commission that Clark County, the City of Vancouver, Fort Vancouver Regional Library District, and Clark County Fire District 5 are hereby awarded grants to be paid from funds appropriated from the PEG Capital Support Fund for the capital purchases described as follows:

Comcast Business Services Users	Annual Amount
• City of Vancouver	\$64,000
• Clark County	\$92,000
• Fort Vancouver Regional Library District	\$61,000

RESOLUTION - 2

• Clark County Fire District 5	\$9,200
Total PEG Access Capital Grant Funds	\$226,200

Section 2. Award of the grants described in Section 1 is conditioned upon:

- (a) Approval of such grants by the Clark County Council; and
- (b) Compliance by I-NET/Comcast Business Services users with the PEG grant guidelines and criteria set forth in Vancouver/Clark County Telecommunications Commission Resolution 1999-03.

Section 3. The City Manager or his designee is authorized to execute on behalf of the City all necessary agreements with Clark County, Fort Vancouver Regional Library District and the Clark County Fire District 5, to ensure compliance with the terms of the grant.

ADOPTED at a Regular Meeting of the Vancouver City Council this _____, of _____, 2024.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young City Attorney

RESOLUTION - 3

City/County Telecommunications Commission

RESOLUTION 2024 – 02

Regarding Recommendations to Award PEG Capital Support Funds to Public Users of Comcast Business Services

Section 1. Findings

- 1.1 Under the terms of the cable television franchise agreements between the City of Vancouver (“City”), Clark County (“County”) and Comcast of Washington V, LLC adopted June 2013, funding is available to support Public, Educational and Governmental (“PEG”) Access capital costs and monthly transport costs by public users related to Comcast Business Services.
- 1.2 As stated in pertinent part in Section 9.9 of the franchise, “Support for Access Capital Costs,” “...Grantee (Comcast) shall provide for a maximum of one dollar (\$1.00) per month, per Residential Subscriber (the “Capital Contribution”) for Public, Educational and Governmental (“PEG”) Access capital.”
- 1.3 The City/County Telecommunications Commission (“Commission”) is authorized in Vancouver Municipal Code 5.19.300, and in Clark County Code 36.12.160 to administer Ordinances and any franchise granted pursuant to the implementation of franchise compliance procedures.
- 1.4 The Commission’s authorized duties include having “...primary responsibility for advising the City and County regarding public, educational and governmental access programming including the development of processes for the selection of designated access providers, and for evaluating their performance, for assigning and designating access channels, for allocating access funds and for making written reports and recommendations to the City and County Councils.”
- 1.5 After review of requests for PEG grant awards from public users of Comcast Business Services, the Commission in 2018 recommended to Vancouver City Council and the Clark County Council an annual award from the PEG Capital Support Fund of \$226,200 for the next five years and one-half years, until the expiration of the Comcast Cable Franchise on June 30, 2023, to be divided among Comcast Business Services users, the City of Vancouver, Clark County, Fort Vancouver Regional Library District and the Clark County Fire District 5, for monthly transport costs
- 1.6 In order to provide for sufficient time to negotiate replacement franchises, the City of Vancouver and Clark County extended the current franchise agreements with Comcast of Washington, V LLC through June 30, 2024.
- 1.7 At the recommendation of the Commission, the City of Vancouver and Clark County also extended the term of the PEG Capital Support Grant Program

agreement with public users of Comcast Business Services through June 30, 2024, to align with the expiration of the current franchise agreement.

- 1.8 Due to the impacts of the Federal Communications Commission Order 621, the renewed cable franchise agreements with Comcast Cable Communications Management, LLC, recommended for approval by the Commission in Resolution 2024-01, will not allow for future award of funds to public users of Comcast Business Services to offset transport costs from the PEG Capital Support Grant Program.
- 1.9 If approved by the City Council and County Council, the renewed cable franchise agreements will be in effect July 1, 2024.
- 1.10 Adequate funding reserves in the PEG Capital Support Grant Program, collected under the current cable franchises would allow one additional grant award to public users of Comcast Business Service, the Commission recommends an extension of the grant award through March 1, 2025.

NOW, THEREFORE BE IT RESOLVED:

Section 2.

- 2.1 The Commission recommends that upon signing the required PEG Capital Grant agreements, the City of Vancouver, Clark County, the Fort Vancouver Regional Library District and Clark County Fire District 5 be awarded PEG Capital Support Funds as follows:

Comcast Business Services Users	Annual Amount
• City of Vancouver	\$64,000
• Clark County	\$92,000
• Fort Vancouver Regional Library District	\$61,000
• Clark County Fire District 5	\$9,200
Total PEG Access Capital Grant Funds	\$226,200

- 2.2 The Commission request that staff forward this Resolution to the Vancouver City Council and the Clark County Council, as well as to the applicants for these funds.
- 2.3 The Commission recommends that the Vancouver City Council and Clark County Council award funds to City of Vancouver, Clark County, the Fort Vancouver Regional Library District and Clark County Fire District 5 as set forth in Section 2.1.

Approved (Date): April 10, 2024

A handwritten signature in blue ink, appearing to read "Paul Dicker", written over a horizontal line.

Paul Dicker, Chair, City/County Telecommunications Commission

Staff Report: 112-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/10/2024
6/17/2024

SUBJECT Amendments to the Procurement Ordinance, Vancouver Municipal Code 3.05

Key Points

- Amendment to update special market conditions to add an additional condition exempt from the procurement process.
- Amendment to section 3.05.240 to remove references to limited works and provide additional language on when City crews can be utilized to perform work to be consistent with changes in State law that go into effect on July 1, 2024.
- Amendment to section 3.05.330 to remove the references to limited works to be consistent with changes in State law that go into effect on July 1, 2024.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise.

Present Situation

The City updated its procurement ordinance in 2010, 2012, 2016, and 2023. In 2023, the State legislature modified the small works roster program and eliminated the limited works roster process, which requires amendments to the City's procurement ordinance. In addition, staff determined a new special market condition should be added to the ordinance because of the City's specific procurement needs regarding internet service providers. Proposed changes include:

- Section 3.05.040 Special Market Conditions: Add internet services to market conditions exempt from the procurement process.
- Section 3.05.240 When Bids are Required for Public Works and Improvements: Update language consistent with 2023 legislative updates.
- Section 3.05.330 Small Works Roster- Limited Works: Update language consistent with 2023 legislative updates.

Staff recommends approving the amended City Procurement Ordinance, Vancouver Municipal

Code (VMC) Chapter 3.05.

Advantage(s)

1. Align procurement ordinance with City practices effective July 1, 2024.
2. Align procurement requirements with State legislative amendments effective July 1, 2024.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

None

Action Requested

On Monday, June 10, 2024, approve the amended City Procurement Ordinance, Vancouver Municipal Code (VMC) Chapter 3.05, on first reading, setting the public hearing for June 17, 2024.

Anna Vogel, Procurement Manager, 360-487-8429

ATTACHMENTS:

- ▣ Ordinance

06/10/24 (Date of First Reading)
06/17/24 (Date of Public Hearing)

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE of the City of Vancouver relating to the amendment of procurement policies and requirements set forth in Vancouver Municipal Code (VMC) Section 3.05; adopting legislative findings; amending VMC Sections 3.05.040, 3.05.240, and 3.05.330 to reflect recent changes in state law and procurement needs; providing for severability; and setting an effective date of July 1, 2024.

WHEREAS, in 1994 the City adopted VMC 3.05 to establish comprehensive policies for the procurement of materials, supplies, equipment and services and the procurement of contracts for public works and capital improvements;

WHEREAS, the City has periodically amended VMC 3.05 to reflect changes in City policy and state law;

WHEREAS, the City now desires to amend certain sections of VMC 3.05 to reflect recent changes in state law and procurement needs.

WHEREAS, the City Council adopts and incorporates by reference Staff Report SR-_____ and finds that it is in the public interest to amend the City's procurement standards and requirements;

WHEREAS, with proper notice to the public, the Vancouver City Council conducted a first reading of the proposed ordinance on June 10, 2024 and a public hearing concerning the ordinance and proposed code changes on June 17, 2024;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings. The City Council hereby adopts and incorporates by reference the above recitals as findings in support of this Ordinance.

Section 2. Amendment. Vancouver Municipal Code Section 3.05.040 entitled “Special market conditions” as codified by Ordinance M-3129 § 2 and last amended by Ordinance M-4417 § 5 is hereby amended as follows:

3.05.040 Special market conditions.

The director or designate is authorized to make purchases which are subject to special market conditions as set forth below by negotiation without competitive bid; provided that the purchases are subject to city council approval under Section 3.05.100, 3.05.210 or 3.05.240, prior to the making of such purchase, which approval may be continuing as to the special market condition. Special market conditions include the following examples set forth below:

1. When a purchase or service is clearly limited to a sole source or supply;
2. When an item required is of special design, shape or manufacture to match or fit in with an existing installation or standardization plan and competitive bidding is found to be impracticable;
3. When it is possible to procure what the director or designate finds to be an obvious bargain in surplus or used material, supplies or equipment;
4. Insurance and bonds;

5. *Repealed by M-4417.*
6. Securities and investment purchases;
7. *Repealed by M-4417.*
8. *Repealed by M-4417.*
9. *Repealed by M-4417.*
10. Software licenses and maintenance fees;
11. *Repealed by M-4417.*
12. *Repealed by M-4417.*
13. *Repealed by M-4417.*
14. Internet services.

Section 3. Amendment. Vancouver Municipal Code Section 3.05.240 entitled “When bids required for public works and improvements” as codified by Ordinance M-3129 § 2 and last amended by Ordinance M-4417 §18 is hereby amended as follows:

3.05.240 When bids required for public works and improvements.

A. Except when otherwise authorized herein or by VMC 2.12.080 or 3.05.030, or Chapters 39.04 and 39.28 RCW relating to emergency public works or other applicable general state law as now enacted, or as hereafter amended, all public works and improvements shall be done by contract. Such contracts shall be awarded pursuant to public notice and call for competitive bids. Provided, that small works ~~and limited public works~~ may be done pursuant to VMC 3.05.330; and provided further, that the city may have public works performed by city employees during any biennial budget period which are cumulatively equal to a dollar value which does not exceed 10 percent of the total public works construction budget of all city departments, including any amount in a supplemental public works construction budget and any amount of public works that

the city has a county perform under RCW 35.77.020 for that biennial budget period. In addition to the biennial percentage limitation, city employees will not perform such public work whenever the estimated cost of such public work or improvement, including the cost of labor, materials and supplies, equipment and applicable Washington State and local sales tax, will exceed the sum of \$150,000 if more than a single craft or trade is involved with the public works project, or \$75,500 if a single craft or trade is involved with the public works project or the public works project is street signalization or street lighting. A "public works project" means a complete project as defined in VMC 3.05.241. However, pursuant to RCW 35.22.620, the city's employed personnel may perform work which is an accepted industry practice under prudent utility management without a contract using materials of a worth not exceeding \$300,000, excluding the value of individual items of equipment.

B. When any emergency requires the immediate execution of such public work, the city shall comply with the provisions of RCW 35.22.620(6), 39.04.280, and VMC 2.12.080 as now or hereafter amended. The director or designate shall within two weeks following award of an emergency public work contract enter into the public record written findings of the existence of an emergency. Entry into the public record may be by written report to the city manager and city council, posting on the city website or such other means as are practicable under the circumstances.

C. Notice of call for bids shall be given by posting thereof in a public place in the city and by publication in a newspaper of general circulation within the city once each week for two consecutive weeks. The deadline for receiving bids shall be not less than 13 days from the date of first publication; except that notice by publication may be given in the manner authorized by

RCW 39.28.020(5) or other general state law when applicable. Provided, that prior to notice of call for bids, the director of public works, at their discretion, may require any and all potential bidders interested in bidding on a public works project to participate in a prequalification process. The prequalification process shall be to ensure that each such bidder(s) has the means, plans, equipment and experience to bid and complete the project. The director of public works is authorized to, and shall, develop written procedures for the administration of such prequalification process.

Section 4. Amendment. Vancouver Municipal Code Section 3.05.330 entitled “Small works roster – Limited public works.” as codified by Ordinance M-3129 § 2 and last amended by Ordinance M-4417 § 22 is hereby amended as follows:

3.05.330 Small works roster—~~Limited public works.~~

For public works in which the estimated cost is \$300,000 or less, the city may use a small works roster ~~or rosters or limited public works~~ as an alternative to bidding in accordance with RCW 39.04.155~~152~~, as amended; provided, that in such case, the director or designate shall prescribe policies and procedures to implement the small works roster ~~and limited public works~~ programs in accordance with law.

All contracts for public works, where the cost thereof is \$300,000 or less ~~but more than \$50,000~~ may be approved by the director or designate, and shall be made by the small works roster contract procedures in accordance with RCW 39.04.155~~152~~, as amended.

~~All contracts for public works where the cost thereof is \$50,000 or less may be approved by the director or designate, and shall be made by the limited public works process procedures in accordance with RCW 39.04.155, as amended.~~

The city shall award all contracts under this section to the lowest responsible bidder as defined in VMC 3.05.310 except when using direct contracting processes permitted under RCW 39.04.152; provided, however, that the city reserves its right under applicable law to reject any and all bids, and also to waive "minor irregularities if in the public interest."

Section 5. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 6. Effective Date. This ordinance shall be effective July 1, 2024.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____

SIGNED this _____ day of _____, 2024.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE of the City of Vancouver relating to the amendment of procurement policies and requirements set forth in Vancouver Municipal Code (VMC) Section 3.05; adopting legislative findings; amending VMC Sections 3.05.040, 3.05.240, and 3.05.330 reflecting recent changes in state law and procurement needs; providing for severability; and setting an effective date of July 1, 2024.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 360-487-8711, or via <https://www.cityofvancouver.us/government/public-records-request/>.



Item #8.

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/10/2024

SUBJECT Approval of Claim Vouchers

Action Requested

Approve claim vouchers for June 10, 2024.

ATTACHMENTS:

▣ Claim Vouchers-06-10-2024

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:

\$ 6,510,895.48 this 10th day of June 2024.

MAYOR

COUNCILMEMBER

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
May 27, 2024 - June 02, 2024	Accounts Payable Checks (see attached)	\$ 6,457,002.06
May 27, 2024 - June 02, 2024	Hansen City Payments (see attached)	\$ 2,769.05
May 27, 2024 - June 02, 2024	Visa Refunds (see attached)	\$ 4,144.01
May 27, 2024 - June 02, 2024	Payroll Checks (see attached)	\$ 46,980.36
TOTAL		\$ 6,510,895.48

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Ad Hoc Payment	Check	18904	5/29/2024	302.33	Atlas Management LLC	Utility Refunds: 0002000111-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	18905	5/29/2024	45.76	Bruce,Faith or Timothy	Utility Refunds: 0074040300-21
Ad Hoc Payment	Check	18906	5/29/2024	37.81	Christie Clutter or Kathleen Lamberty	Utility Refunds: 0028030204-10
Ad Hoc Payment	Check	18907	5/29/2024	175.00	Coleman,Jazmyn or Forrest	Utility Refunds: 0500004841-02
Ad Hoc Payment	Check	18908	5/29/2024	183.46	Courtney,Madison	Utility Refunds: 0074000198-06
Ad Hoc Payment	Check	18909	5/29/2024	122.06	Deegan,Brian or Joshua	Utility Refunds: 0115001050-05
Ad Hoc Payment	Check	18910	5/29/2024	38.47	Erich Chambers or Cara Anthieny	Utility Refunds: 0067021031-14
Ad Hoc Payment	Check	18911	5/29/2024	77.38	Eugene Leschinsky or Emily Trevino	Utility Refunds: 0074064540-03
Ad Hoc Payment	Check	18912	5/29/2024	62.39	Hillman,Jacob	Utility Refunds: 0067031050-05
Ad Hoc Payment	Check	18913	5/29/2024	136.03	Hogan,Kevin M	Utility Refunds: 0086001900-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	18914	5/29/2024	104.00	Hunter,Gerald	Utility Refunds: 0121001526-02
Ad Hoc Payment	Check	18915	5/29/2024	51.64	Ile,Cornel	Utility Refunds: 0054027358-02
Ad Hoc Payment	Check	18916	5/29/2024	163.29	Ile,Cornel or Anna	Utility Refunds: 0054027358-02
Ad Hoc Payment	Check	18917	5/29/2024	134.02	Johnson,Kyle	Utility Refunds: 0063800160-05
Ad Hoc Payment	Check	18918	5/29/2024	60.48	Johnson,William B	Utility Refunds: 0108003780-03
Ad Hoc Payment	Check	18919	5/29/2024	144.77	Kebo,Diana	Utility Refunds: 0500004727-02
Ad Hoc Payment	Check	18920	5/29/2024	171.95	Lewis,Robert	Utility Refunds: 0094000200-06
Ad Hoc Payment	Check	18921	5/29/2024	110.24	Lori Hubler or Ronnie Croft	Utility Refunds: 0070029100-00
Ad Hoc Payment	Check	18922	5/29/2024	221.00	Piazza,Christine	Utility Refunds: 0150002020-03
Ad Hoc Payment	Check	18923	5/29/2024	281.59	Puckett,William	Utility Refunds: 0118015536-05
Ad Hoc Payment	Check	18924	5/29/2024	223.56	Rain,J Russell	Utility Refunds: 0112012026-04
Ad Hoc Payment	Check	18925	5/29/2024	78.61	Steinmann,Kathleen or Ronald	Utility Refunds: 0061084825-04
Ad Hoc Payment	Check	18926	5/29/2024	40.00	Teferi,Sirak	Utility Refunds: 0074000312-03
Miscellaneous Payment	Check	18927	5/29/2024	84.00	ACTIVE RECOVERY TMS P LLC	Refund duplicate payment to INV#77049729
Miscellaneous Payment	Check	18928	5/29/2024	120.00	Airport Green Neighborhood Association	2024 RecycleU
Miscellaneous Payment	Check	18929	5/29/2024	84.00	Apollo Drain	Refund of duplicate payment to INV#77060432
Miscellaneous Payment	Check	18930	5/29/2024	10,465.74	Benjamin Dorman	Claim Payment - DOI: 05/06/2024 - Risk
Miscellaneous Payment	Check	18931	5/29/2024	100.00	Burnt Bridge Creek Neighborhood Association	2024 Resource Conservation Challenge
Miscellaneous Payment	Check	18932	5/29/2024	100.00	Central Park Neighborhood Association	2024 Resource Conservation Challenge
Miscellaneous Payment	Check	18933	5/29/2024	440.00	Chipotle Mexican Grill, Inc.	Refund overpayment of business license fees
Miscellaneous Payment	Check	18934	5/29/2024	1,000.00	Davis Shows NW Inc	Refund Carnival deposit
Miscellaneous Payment	Check	18935	5/29/2024	100.00	Edgewood Park Neighborhood Association	2024 Resource Conservation Challenge
Miscellaneous Payment	Check	18936	5/29/2024	100.00	Fruit Valley Neighborhood Association	2024 Resource Conservation Challenge
Miscellaneous Payment	Check	18937	5/29/2024	947.31	Gordon, Alyworth & Tami, P.C.	Garnishment 18C4445-5
Miscellaneous Payment	Check	18938	5/29/2024	25,893.74	Green O Construction LLC	Christina E Bevandich (3103 Lewis Ave) Invoice # 2781
Miscellaneous Payment	Check	18939	5/29/2024	100.00	Harney Heights Neighborhood Association	2024 Resource Conservation Challenge
Miscellaneous Payment	Check	18940	5/29/2024	91.00	HI-SCHOOL PHARMACY	Refund of duplicate payment t INV#77042471
Miscellaneous Payment	Check	18941	5/29/2024	100.00	Hudson's Bay Neighborhood Association	2024 Resource Conservation Challenge
Miscellaneous Payment	Check	18942	5/29/2024	100.00	Parkway East Neighborhood Association	2024 Resource Conservation Challenge
Miscellaneous Payment	Check	18943	5/29/2024	120.00	Port of Vancouver	Refund of duplicate payment to INV#s 77044509, 77044510, 77044511.
Miscellaneous Payment	Check	18944	5/29/2024	91.00	Siemens Industry Inc.	Refund of duplicate payment to INV#77063563
Miscellaneous Payment	Check	18945	5/29/2024	100.00	Woodland Meadows Neighborhood Association	2024 Resource Conservation Challenge

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

INVOICE PAYMENTS REPORT

Supplier Payment	Check	18946	5/29/2024	6,480.00	Action Onsite Inc
Supplier Payment	Check	18947	5/29/2024	372.62	Aero Maintenance Inc
Supplier Payment	Check	18948	5/29/2024	22.40	Airgas, Inc
Supplier Payment	Check	18949	5/29/2024	20,700.00	American Electrical Construction LLC
Supplier Payment	Check	18950	5/29/2024	18,846.41	APGN Inc
Supplier Payment	Check	18951	5/29/2024	6,608.96	Arborscape Ltd Inc
Supplier Payment	Check	18952	5/29/2024	20,257.95	B.C.V., Inc
Supplier Payment	Check	18953	5/29/2024	8,119.89	Blue Apple Studios, LLC
Supplier Payment	Check	18954	5/29/2024	5,000.00	Cambodian-American Community of Oregon
Supplier Payment	Check	18955	5/29/2024	674.94	Cellco Partnership - Remit-To: Cellco - Dallas
Supplier Payment	Check	18956	5/29/2024	120,991.22	Clark County - Remit-To: Clark County - Treasurer Vancouver
Supplier Payment	Check	18957	5/29/2024	10.00	Clark County - Remit-To: Reeta Fees
Supplier Payment	Check	18958	5/29/2024	439,717.01	Clary Longview LLC
Supplier Payment	Check	18959	5/29/2024	118.59	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry
Supplier Payment	Check	18960	5/29/2024	113.59	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry
Supplier Payment	Check	18961	5/29/2024	101.85	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry
Supplier Payment	Check	18962	5/29/2024	32.94	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry
Supplier Payment	Check	18963	5/29/2024	118.59	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry
Supplier Payment	Check	18964	5/29/2024	188.33	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry
Supplier Payment	Check	18965	5/29/2024	121.84	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry
Supplier Payment	Check	18966	5/29/2024	121.84	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry
Supplier Payment	Check	18967	5/29/2024	6,800.00	Concord Adult Care Home, LLC
Supplier Payment	Check	18968	5/29/2024	14,678.00	Consort North America Inc
Supplier Payment	Check	18969	5/29/2024	980.00	Constangy, Brooks, Smith & Prophete, LLP
Supplier Payment	Check	18970	5/29/2024	500.00	First Place Neighborhood Association
Supplier Payment	Check	18971	5/29/2024	7,400.00	Fourth Plain Forward
Supplier Payment	Check	18972	5/29/2024	4,997.00	H&H Wood Recyclers
Supplier Payment	Check	18973	5/29/2024	21,714.56	Herrera Environmental Consultants Inc
Supplier Payment	Check	18974	5/29/2024	1,247.25	Houston Engineering Inc
Supplier Payment	Check	18975	5/29/2024	9,995.00	HSRE Oakmont TRS LLC
Supplier Payment	Check	18976	5/29/2024	1,416.85	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh
Supplier Payment	Check	18977	5/29/2024	483.34	J-2 Blueprint Supply Co.
Supplier Payment	Check	18978	5/29/2024	3,665.20	Joe Taylor
Supplier Payment	Check	18979	5/29/2024	6,767.85	KBT Distributing LLC
Supplier Payment	Check	18980	5/29/2024	2,630.30	Keller Associates Inc
Supplier Payment	Check	18981	5/29/2024	12,336.83	Kennedy Jenks Consultants - Remit-To: Kennedy Jenks Consulting
Supplier Payment	Check	18982	5/29/2024	98,902.92	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons
Supplier Payment	Check	18983	5/29/2024	6,214.83	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle
Supplier Payment	Check	18984	5/29/2024	5,027.32	Lakeyard Inc
Supplier Payment	Check	18985	5/29/2024	100.00	Lucas Andrew Fisher
Supplier Payment	Check	18986	5/29/2024	24,761.00	Mark James Hamilton
Supplier Payment	Check	18987	5/29/2024	523.72	Motorola Solutions Inc
Supplier Payment	Check	18988	5/29/2024	9,891.86	Northwest Natural Gas Company - Remit-To: NW Natural - Portland
Supplier Payment	Check	18989	5/29/2024	70.00	Porter W Yett Company
Supplier Payment	Check	18990	5/29/2024	15.14	Qwest Corporation - Remit-To: CenturyLink - Phoenix
Supplier Payment	Check	18991	5/29/2024	150.00	Rush Locates, LLC

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

INVOICE PAYMENTS REPORT

Supplier Payment	Check	18992		5/29/2024	222.72	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	18993		5/29/2024	18.00	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	18994		5/29/2024	4,877.64	State of Washington Department of Natural Resources	
Supplier Payment	Check	18995		5/29/2024	7,419.50	The Loudenback Corporation	
Supplier Payment	Check	18996		5/29/2024	267.00	Vancouver Aire LLC	
Supplier Payment	Check	18997		5/29/2024	418.05	Vancouver Bolt and Supply Inc	
Supplier Payment	Check	18998		5/29/2024	345.00	Vancouver Granite Works Inc	
Supplier Payment	Check	18999		5/29/2024	1,888.45	Veritext LLC - Remit-To: Veritext LLC	
Supplier Payment	Check	19000		5/29/2024	146.42	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	19001		5/29/2024	505.48	W.B. Sprague Co. Inc.	
Supplier Payment	Check	19002		5/29/2024	1,469.94	Walter E Nelson Company	
Supplier Payment	Check	19003		5/29/2024	203,310.78	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
			Check		1,153,979.55		
Cash Advance Payment	Direct Deposit	EFT-00248143		5/30/2024	134.50	Obie Bowman	Travel Advance
Expense Payment	Direct Deposit	EFT-00248144		5/30/2024	100.00	Joseph Lenahan	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248145		5/30/2024	59.79	Ryan Starbuck	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248146		5/30/2024	250.00	Jonas Van Skike	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248147		5/30/2024	21.00	James Porter	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248148		5/30/2024	119.50	Antoinette Gasbarre	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248149		5/30/2024	281.19	Tobiah Scott	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248150		5/30/2024	350.00	Bradley French	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248151		5/30/2024	255.98	Rian Stein	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248152		5/30/2024	243.21	Chase Tenda	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248153		5/30/2024	194.30	Cody Uskosi	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248154		5/30/2024	714.56	Lisa Brandl	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248155		5/30/2024	156.52	Ethan Brown	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248156		5/30/2024	373.06	Darrin Deming	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00248157		5/30/2024	43.72	Shannon Williams	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00248158		5/30/2024	521.50	Michael Whitney	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00248159		5/30/2024	362.50	Shannon Williams	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00248160		5/30/2024	901.50	Madeline Vogelsang	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00248161		5/30/2024	853.50	Erica Nilsen	Travel Advance
			Direct Deposit		5,936.33		
Supplier Payment	EFT	EFT-00248162		5/30/2024	169.61	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00248163		5/30/2024	9,000.00	A Caring Closet	
Supplier Payment	EFT	EFT-00248164		5/30/2024	9,739.81	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00248165		5/30/2024	436,119.48	Rotschy Inc	
Supplier Payment	EFT	EFT-00248166		5/30/2024	1,634.12	Columbia West Engineering	
Supplier Payment	EFT	EFT-00248167		5/30/2024	847.50	Atlas Technical Consultants LLC	
Supplier Payment	EFT	EFT-00248168		5/30/2024	149,850.75	First Forty Feet LLC	
Supplier Payment	EFT	EFT-00248169		5/30/2024	5,250.00	Benevate, Inc. - Remit-To: Benevate, Inc	
Supplier Payment	EFT	EFT-00248170		5/30/2024	500.00	Lincoln Neighborhood Association of Vancouver Washington	
Supplier Payment	EFT	EFT-00248171		5/30/2024	10,000.00	According to his word outreach	
Supplier Payment	EFT	EFT-00248172		5/30/2024	10,000.00	Greater Vancouver Chamber of Commerce	
Supplier Payment	EFT	EFT-00248173		5/30/2024	9,000.00	Foundation for Vancouver Public Schools	
Supplier Payment	EFT	EFT-00248174		5/30/2024	457,798.75	Advanced Excavating Specialists LLC	
Supplier Payment	EFT	EFT-00248175		5/30/2024	22,781.38	Alta Planning & Design	
Supplier Payment	EFT	EFT-00248176		5/30/2024	7,789.00	Jeffrey D. Barrar, PS	
Supplier Payment	EFT	EFT-00248177		5/30/2024	1,100.00	Emerald Landing Neighborhood Association	
Supplier Payment	EFT	EFT-00248178		5/30/2024	3,437.03	Power Systems West	
Supplier Payment	EFT	EFT-00248179		5/30/2024	7,040.79	Picard Corp	
Supplier Payment	EFT	EFT-00248180		5/30/2024	663.13	Western Water Works Supply Co Inc	
Supplier Payment	EFT	EFT-00248181		5/30/2024	26,418.62	Share	
Supplier Payment	EFT	EFT-00248182		5/30/2024	7,328.88	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00248183		5/30/2024	27,742.77	Halme Excavating Inc	
Supplier Payment	EFT	EFT-00248184		5/30/2024	500.00	Burnt Bridge Creek Neighborhood Association	
Supplier Payment	EFT	EFT-00248185		5/30/2024	24,317.75	Live Love Outreach	
Supplier Payment	EFT	EFT-00248186		5/30/2024	5,000.00	Friends of the Children - SW Washington	
Supplier Payment	EFT	EFT-00248187		5/30/2024	8,150.00	Clark County Latino Youth Leadership	
Supplier Payment	EFT	EFT-00248188		5/30/2024	4,864.33	Spray-On Foam & Coatings	
Supplier Payment	EFT	EFT-00248189		5/30/2024	20,562.50	CBRE, Inc.	

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

INVOICE PAYMENTS REPORT

Supplier Payment	EFT	EFT-00248190	5/30/2024	15,964.79	YWCA Clark County	
Supplier Payment	EFT	EFT-00248191	5/30/2024	2,233.51	Thrive2Survive	
Supplier Payment	EFT	EFT-00248192	5/30/2024	15,749.01	Talitha Consults LLC	
Supplier Payment	EFT	EFT-00248193	5/30/2024	428,714.97	Operations Management International Inc	
Supplier Payment	EFT	EFT-00248194	5/30/2024	8,428.50	Marten Law LLP	
Supplier Payment	EFT	EFT-00248195	5/30/2024	3,451.77	Next Generation Electric LLC	
Supplier Payment	EFT	EFT-00248196	5/30/2024	196,892.79	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00248197	5/30/2024	3,625.14	Lifeline Connections	
			EFT	1,942,666.68		
Supplier Payment	Manual Wire		5/22/2024	65,084.27	Paymentus Corporation	
Supplier Payment	Manual Wire		5/28/2024	15,373.55	Washington Dental Service	
Supplier Payment	Manual Wire		5/28/2024	210,067.78	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		5/28/2024	1,305,774.30	Internal Revenue Service	
Supplier Payment	Manual Wire		5/29/2024	961,324.18	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		5/29/2024	49,240.89	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		5/29/2024	12,283.21	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		5/29/2024	399,540.14	State of Washington Department of Revenue	
Supplier Payment	Manual Wire		5/31/2024	256,639.43	State of Washington Department of Commerce - Remit-To: Dept of Commerce - Olympia	
Supplier Payment	Manual Wire		5/31/2024	2,313.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire		5/31/2024	76,778.75	Liberty Mutual Group Inc.	
			Manual Wire	3,354,419.50		
			Checks	1,153,979.55		
			Direct Deposit	5,936.33		
			EFT	1,942,666.68		
			6/3/2024	2,769.05	City Payments	Posted 05-27-24 to 06-02-24
			Hansen Total	2,769.05		
			6/3/2024	2,928.79	Miscellaneous	Parks Class Refunds FCC 05-27-24 to 06-02-24
			6/3/2024	1,215.22	Miscellaneous	Parks Class Refunds MCC 05-27-24 to 06-02-24
			VISA Total	4,144.01		
			Payroll Total	46,980.36		
			GRAND TOTAL	6,510,895.48		

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

City of Vancouver
Payroll Council Report
May 27, 2024 - June 02, 2024

Check No.	Date	Explanation	Amount
248142	05/30/24	Late Comp change - HR	\$ 178.24
2124 - 2127	05/31/24	5 2024 Pension Payroll	\$ 5,264.33
248098 - 248141	05/31/24	5 2024 Pension Payroll-Direct Deposits	\$ 41,537.79

\$ 46,980.36

Staff Report: 113-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/10/2024

SUBJECT Section 30 Pre-Annexation Development Agreement Amendment 1

Key Points

- The pre-annexation development agreements (PADAs) cover much of the vacant Section 30 land and identify some land uses that are inconsistent with the City's current vision for the area.
- The proposed amendment granting a 1-year extension to two of the PADA property owners will provide additional time to work with staff to align mutually desired land uses without the owners losing their rights to certain land use categories.
- Staff will come back to Council with proposed code changes for Section 30 and a proposed second amendment, including an additional 2-year extension conditioned on property owners accepting changes to allowed uses to more closely align with current City goals.

Strategic Plan Alignment

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

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

Present Situation

Section 30 was mostly active rock and gravel mining operations when it was annexed in 2008. To gain the property owners' support for annexation, the City entered into 20-year pre-annexation development agreements (PADAs). The PADAs allow property owners to retain the right to develop land uses that were allowed at the time of annexation and any that were allowed on the Columbia Tech Center (CTC) immediately to the south of Section 30. In 2009, City Council adopted a subarea plan with ECX - Employment Center Mixed Use zoning for Section 30 which envisions a mix of commercial, light industrial, and multifamily residential uses, with the expectation that Section 30 property owners would develop in a manner consistent with the subarea plan or sell to developers experienced in those forms of development. However, property owners under PADAs still retained development rights that were inconsistent with the aims of the subarea plan and still pursue uses that are inconsistent with the City's vision for Section 30.

For several months, staff has been communicating with the two largest property owners with PADA rights who are interested in redeveloping their properties and feel pressured to submit development applications prior to the expiration of their PADA to preserve their vested land uses. In light of the current housing crisis and evolving employment trends which have lessened demand for industrial and office in the area, the City is particularly interested in increasing the allowed housing development rights and limiting large scale monolithic development typologies. To allow time for staff to work with these current property owners to align on preferred land uses and for market conditions to become more favorable to the desired development typology, staff is proposing an amendment to extend the PADA for these two property owners by an additional year. This extension will give the property owners more leeway to work with the City on zoning revisions without risking their vested development rights.

If the 1-year extension is approved, staff will utilize the additional time to develop revised land use codes for Section 30 that reflect the City's current vision for the region. Additionally, a second PADA amendment will be negotiated with property owners to exclude land uses that are inconsistent with the City's vision for the area in exchange for an additional 2-year extension to the PADA. The proposed code changes and the second amendment will be brought back to Council for approval.

Advantage(s)

1. Increased potential for Section 30 to redevelop in alignment with the City's vision.
2. Increased potential for housing production.
3. Reduced chance of undesired land uses being built on the effected properties.

Disadvantage(s)

Allows for development of vacant employment land for residential uses. However, given the low demand for commercial and industrial space for high job density use and the long-term challenges in financing new commercial real estate development, high density residential development on these properties is desirable outcome for the City.

Budget Impact

Minor costs to record the amendments with the County.

Prior Council Review

Workshop on March 25, 2024

Action Requested

Approve the Section 30 PADA Amendments and authorize the City Manager or designee to finalize and execute the Section 30 PADA Amendments.

Chim Chune Ko, Principal Project Manager, 360-487-7933; Patrick Quinton, Economic Development Director, 360-487-7845; Chad Eiken, Community Development Director, 360-487-7882

ATTACHMENTS:

- ▣ Presentation - Section 30 PADA Amendment 1
- ▣ Grayrock PADA Amendment 1
- ▣ Tapani PADA Amendment 1



Section 30 PADA Amendments

Chad Eiken, Director, CDD

Patrick Quinton, Director, EP&H

Chim Chune Ko, Project Manager, EP&H

June 10, 2024

Agenda



Section 30 Background

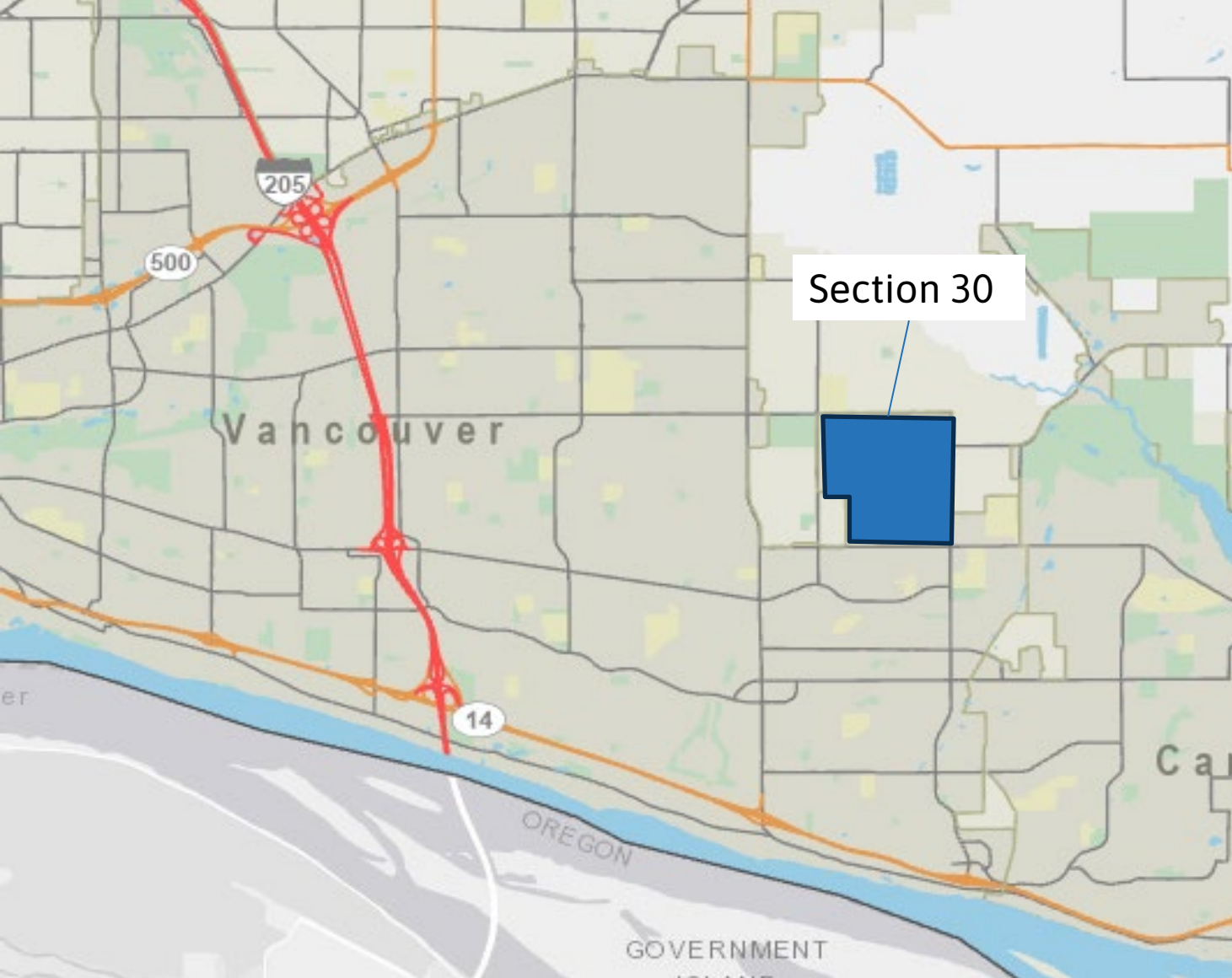


Proposed Amendment



Next Steps





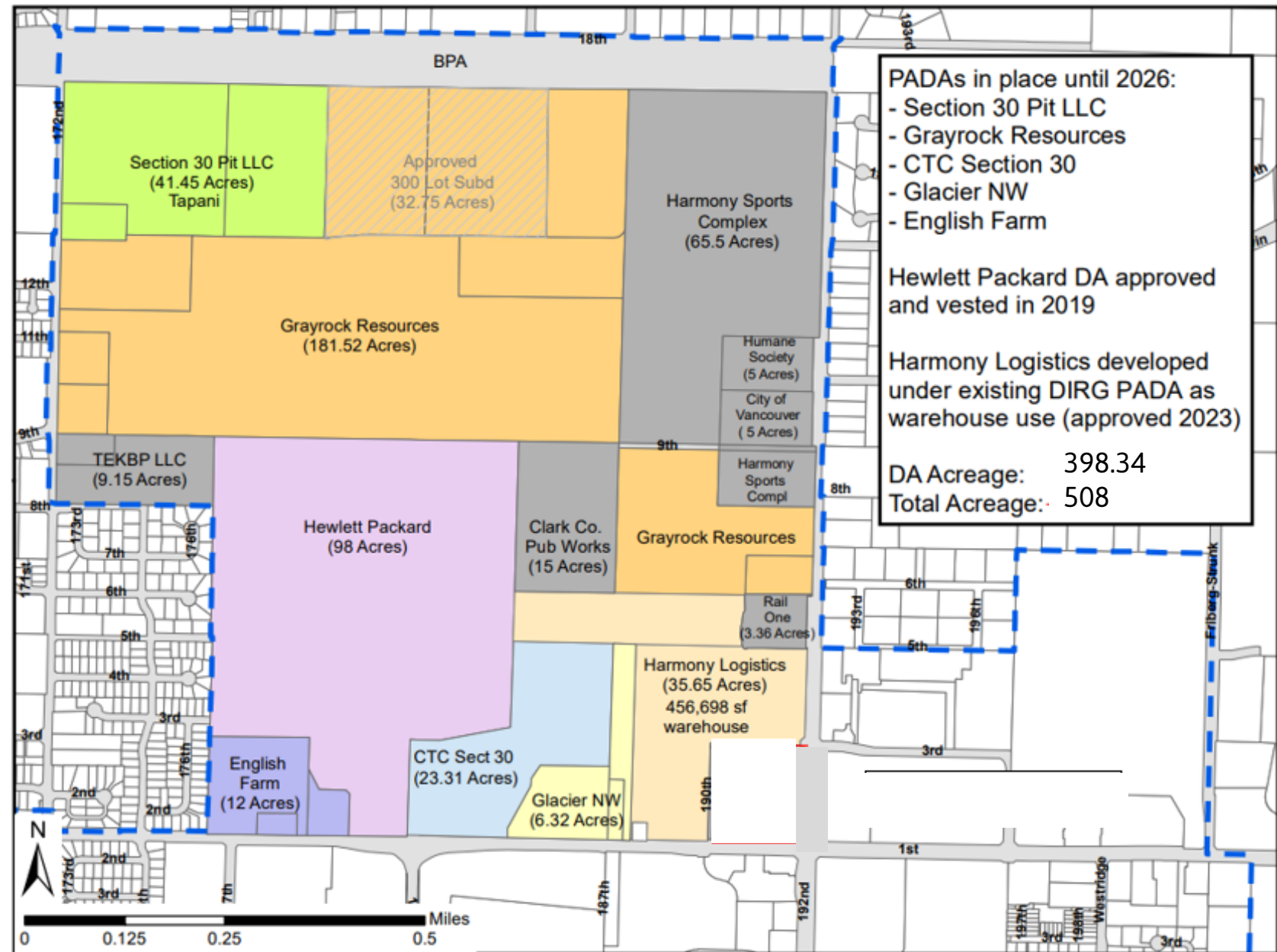
Background

- Section 30: 508 acres annexed in 2008
- Pre-annexation D.A.'s (PADAs) allow wide variety uses
- Section 30 Subarea Plan and standards adopted in 2009
- City vision: Mixed use employment center



Background

Section 30 Property Ownership





Development Outcomes Uncertain

- Pre-Annexation Development Agreements (PADAs) allow development uses and standards in place prior to annexation
- PADAs with most vacant land expire in 2026
- Property owners have incentive to vest to allowed uses prior to expiration of PADAs



PADA Uses of Concern

Development types inconsistent with Section 30 Plan

- Single use warehouse/distribution
- Motor vehicle sales/rental
- Motor vehicle servicing/repair
- Self-service storage
- Drive thru
- Bulk Sales
- Outdoor Sales
- Concrete mixing and batching
- Car washes
- Aggregate products
- Mining and related uses
- Single-family detached homes
- Asphalt batch plant



Economic Development Context

Low likelihood of future high job density development in Sec. 30

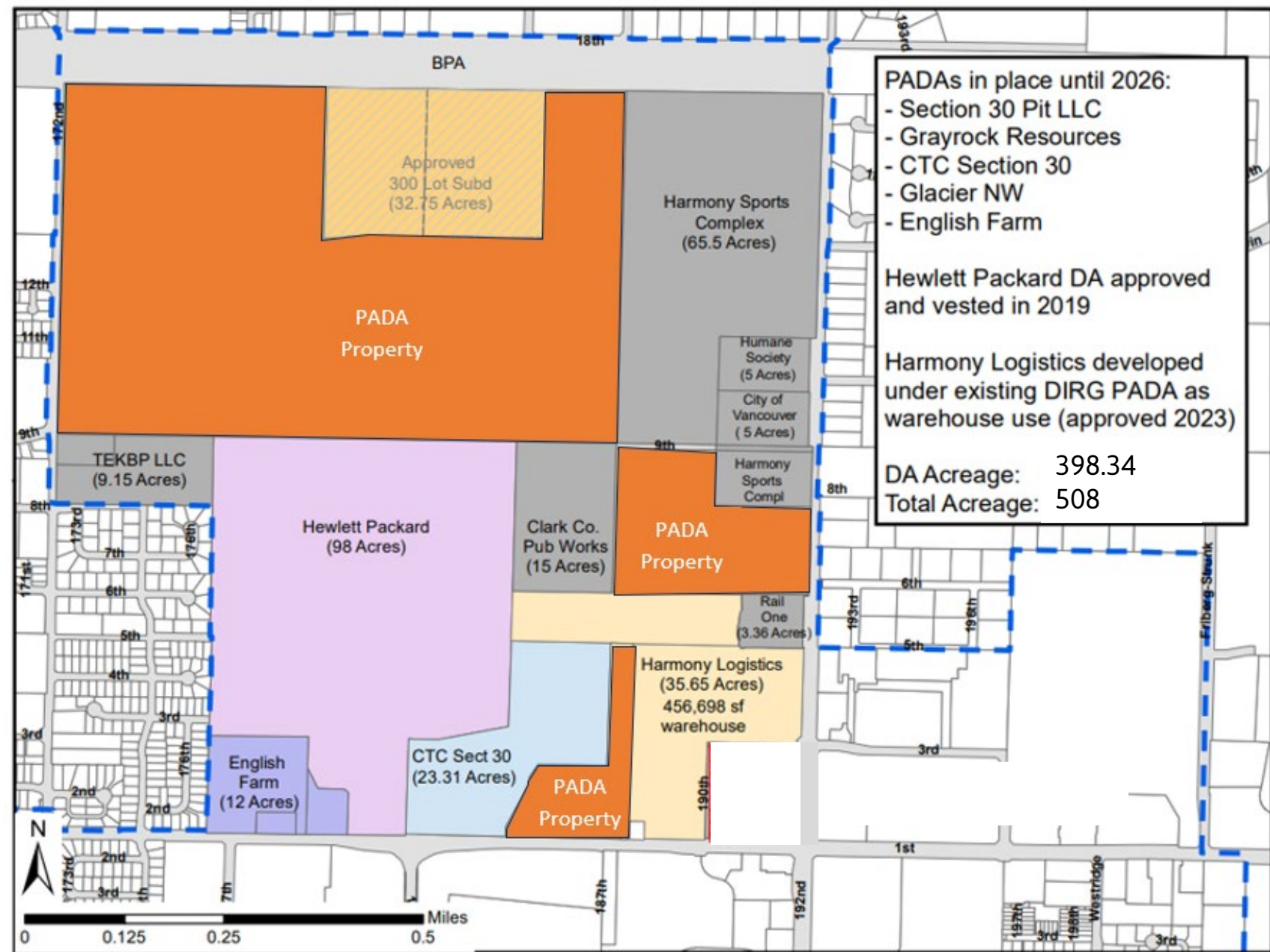
- Limited ability to direct development of PADA properties under existing DAs
- Uncertain demand for single use large lots given changes in local economy
- Significant deterioration in market conditions for all development types, especially for new office and other high job density development
- Commercial development targeting high wage jobs generally led by specialized real estate firms (e.g., VIC)



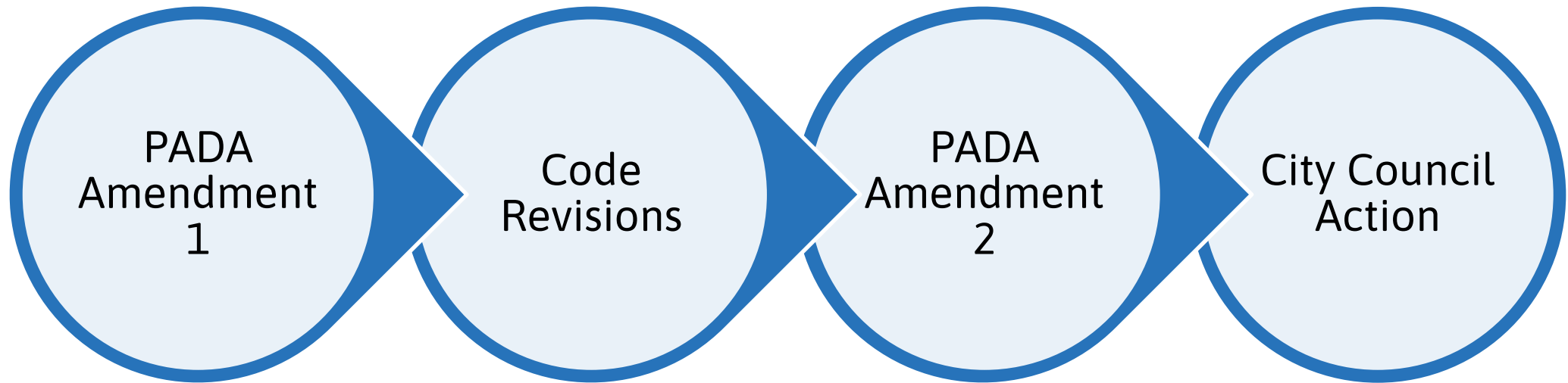
Background

Vacant & Vulnerable

PADA Properties



Proposed Path



- Allows for staff to continue negotiations
- Staff and property owners to align on allowed land uses
- Wave certain land uses in exchange for additional 2-year extension
- City to adopt the new code revisions and execute the DA Amendment 2



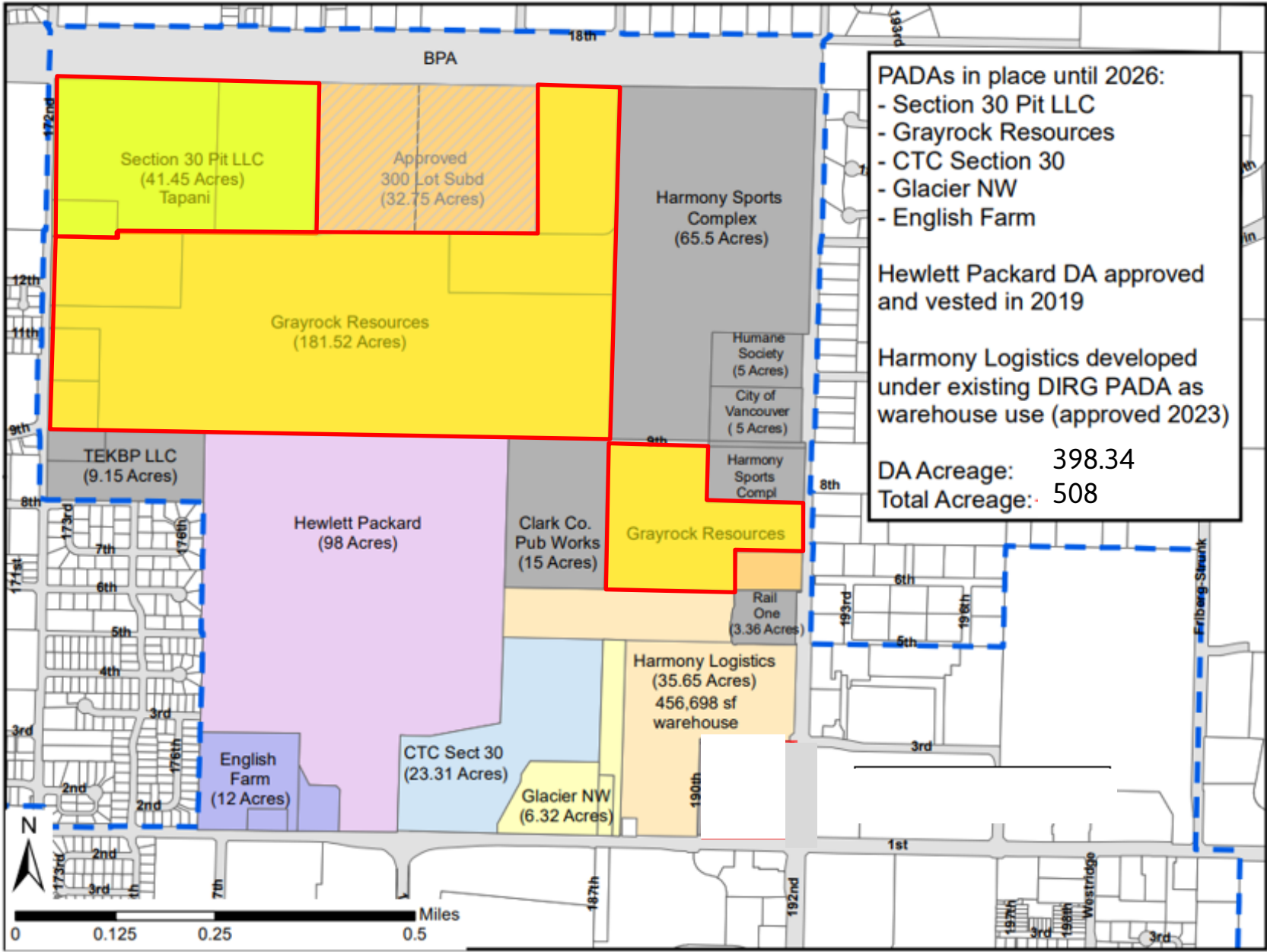
Proposed PADA Amendment 1

1 year extension of existing development agreement

- No other changes to the existing development agreement
- Provides additional time for staff and property owners to align on ideal land uses
- Potential to dedicate more land for housing production.
- Potential to reduce undesired land uses built on the effected properties.



Properties Impacted by DA Amendment



PADA Update Timeline

Q1 2024	Q2 2024	Q3 2024	Q4 2024
- Letters of Intent negotiated with property owners - March 25 Council WS	Council action on 1-year extensions to PADAs without conditions	- City staff develop possible changes to VMC 20 re. uses and development standards - PC and Council Workshops (1 each)	- PC and Council hearings and action on code changes - Council action on revised PADAs to extend 2 more years and waive of PADA uses





Requested Action

Approve the Section 30 PADA Amendments and authorize the City Manager or designee to finalize and execute the Section 30 PADA Amendments.



Thank You



FIRST AMENDMENT TO PRE-ANNEXATION DEVELOPMENT AGREEMENT

DATED: May ____, 2024

BETWEEN: THE CITY OF VANCOUVER

a Washington municipal corporation

(the “City”)

AND: GRAYROCK RESOURCES, LLC
7408 NE 113 Cir.
Vancouver, WA 98662
 (“Grayrock”)

A. Effective December 4, 2006, the City entered into a pre-annexation development agreement (Clark County Auditor’s document number 4258050 AGR) with four entities, Columbia Rock and Aggregates, Inc.; Friberg Properties, LLC; Friberg Investments, LLC; and Schmid Family Limited Partnership I relating to property located in what is commonly referred to as Section 30. Those four entities subsequently transferred their interest to Grayrock, which now is the party in interest to the pre-annexation development agreement (the “2006 Grayrock PADA”). City and Grayrock are occasionally referred to as “Parties.” The expiration date for the 2006 Grayrock PADA is December 4, 2026;

B. A significant portion of Section 30 has traditionally been used for surface mining uses and operations, and several Section 30 parcels currently continue these uses. The majority of the prior surface mining activities have ceased, and those properties are in various states of reclamation pursuant to Washington Department of Natural Resources requirements;

C. On July 16, 2008, the City completed an annexation that included Section 30, resulting in the City assuming governmental and regulatory responsibility for Section 30;

D. On October 5, 2009, the City adopted the Section 30 Subarea Plan (“Subarea Plan”), further directing how future development is intended to occur in Section 30;

E. In 2009, the City adopted chapter 20.690 Vancouver Municipal Code (“VMC”), Section 30 Employment Center Plan District, to help guide and regulate development in Section 30;

F. The 2006 Grayrock PADA granted Grayrock certain development rights, and further identified various uses Grayrock’s property would be allowed for redevelopment. The uses contemplated in the 2006 Grayrock PADA are not entirely consistent with the uses contemplated in the adopted Subarea Plan, with Grayrock’s current desires, or with current City goals and priorities;

G. The City and Grayrock have discussed potential changes to the 2006 Grayrock PADA so that the allowed land uses would more closely align with current City goals and priorities and be consistent with Grayrock’s development plans, which may require amending existing City Code to achieve one or more of the Parties’ objectives;

H. The Parties have determined it is appropriate to extend the termination date of the 2006 Grayrock PADA from December 4, 2026 to December 4, 2027, with a mutual understanding that the Parties may further extend this deadline an additional two years if certain conditions are met;

I. The Parties will pursue amendments to the VMC related to permissible Section 30 land uses, the procedural requirements for approval of development applications pursuant to a PADA in Section 30, and other related matters; and

FIRST AMENDMENT TO PRE-ANNEXATION DEVELOPMENT AGREEMENT

J. In the event the City amends chapter 20.690 VMC relating to Section 30 development, the Parties contemplate extending the 2006 Grayrock PADA the additional two years, conditioned on additional amendments of the 2006 Grayrock PADA that are consistent with chapter 20.690 VMC as amended.

Terms

1. Pursuant to Paragraph 18 relating to amendments, Paragraph 20, Term, from the 2006 Grayrock PADA is amended as follows:

Paragraph 20 Term - The term of this Agreement shall be 21 years instead of 20 years. The Parties further agree that the term may be extended an additional two years on mutual agreement as set forth above in the Recitals.

2. Any term from the 2006 Grayrock PADA not specifically changed in this Amendment shall remain the same.

This Amendment shall become effective on the date of the last signature below.

CITY OF VANCOUVER

GRAYROCK

Eric Holmes, City Manager

(name and title)

Dated:_____

Dated:_____

AMENDMENT TO PRE-ANNEXATION DEVELOPMENT AGREEMENT

DATED: May ____, 2024

BETWEEN: THE CITY OF VANCOUVER

a Washington municipal corporation (the “City”)

AND: SECTION 30 PIT, LLC

PO BOX 1900

BATTLE GROUND WA, 98604 (“Tapani”)

A. Effective December 4, 2006, the City of Vancouver (the “City”) entered into a pre-annexation development agreement (Clark County Auditor’s document number 4258050 AGR) with four entities, Columbia Rock and Aggregates, Inc.; Friberg Properties, LLC; Friberg Investments, LLC; and Schmid Family Limited Partnership I relating to property located in what is commonly referred to as Section 30. Those four entities subsequently transferred their interest to Section 30 PIT LLC (“Tapani”), which now is the party in interest to the pre-annexation development agreement (the “2006 Tapani PADA”). City and Tapani are occasionally referred to as “Parties.” The expiration date for the 2006 Tapani PADA is December 4, 2026;

B. A significant portion of Section 30 has traditionally been used for surface mining uses and operations, and several Section 30 parcels currently continue these uses. The majority of the prior surface mining activities have ceased, and those properties are in various states of reclamation pursuant to Washington Department of Natural Resources requirements;

C. On July 16, 2008, the City completed an annexation that included Section 30, resulting in the City assuming governmental and regulatory responsibility for Section 30;

D. On October 5, 2009, the City adopted the Section 30 Subarea Plan (“Subarea Plan”), further directing how future development is intended to occur in Section 30;

E. In 2009, the City adopted chapter 20.690 Vancouver Municipal Code (“VMC”), Section 30 Employment Center Plan District, to help guide and regulate development in Section 30;

F. The 2006 Tapani PADA granted Tapani certain development rights, and further identified various uses Tapani’s property would be allowed for redevelopment. The uses contemplated in the 2006 Tapani PADA are not entirely consistent with the uses contemplated in the adopted Subarea Plan, with Tapani’s current desires, or with current City goals and priorities;

G. The City and Tapani have discussed potential changes to the 2006 Tapani PADA so that the allowed land uses would more closely align with current City goals and priorities and be consistent with Tapani’s development plans, which may require amending existing City Code to achieve one or more of the Parties’ objectives;

H. The Parties have determined it is appropriate to extend the termination date of the 2006 Tapani PADA from December 4, 2026 to December 4, 2027, with a mutual understanding that the Parties may further extend this deadline an additional two years if certain conditions are met;

I. The Parties will pursue amendments to the VMC related to permissible Section 30 land uses, the procedural requirements for approval of development applications pursuant to a PADA in Section 30, and other related matters; and

J. In the event the City amends chapter 20.690 VMC relating to Section 30 development, the Parties contemplate extending the 2006 Tapani PADA the additional two years, conditioned on additional amendments of the 2006 Tapani PADA that are consistent with chapter 20.690 VMC as amended.

Terms

1. Pursuant to Paragraph 18 relating to amendments, Paragraph 20, Term, from the 2006 Tapani PADA is amended as follows:

Paragraph 20 Term – The term of this Agreement shall be 21 years instead of 20 years. The Parties further agree that the term may be extended an additional two years on mutual agreement as set forth in the Recitals to the Amendment to Pre-Annexation Development Agreement dated May ___, 2024, between the City of Vancouver and Section 30 Pit LLC.

2. Any term from the 2006 Tapani PADA not specifically changed in this Amendment shall remain the same.

This Amendment shall become effective on the date of the last signature below.

CITY OF VANCOUVER

Section 30 PIT LLC

Eric Holmes, City Manager

(name and title)

Dated: _____

Dated: _____

Staff Report: 114-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/10/2024

SUBJECT 2024 Charter Review Committee Recommendations

Key Points

- The Charter Review Committee and City staff are recommending five amendments to the City's Charter, two proposed by the Committee and three proposed by City staff.
- The proposed amendments include revisions addressing non-inclusive language; eliminating non-accessible signature requirements; addressing ambiguities in direction to the Salary Review Commission; updating language to reflect the current budget process; and eliminating a requirement for contracts that creates an administrative burden.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise.

Present Situation

The City of Vancouver's charter requires a committee of 15 residents be appointed at least every five years to review the charter and make recommendations to the City Council on potential changes. The 2024 Charter Review Committee held seven meetings between October 2023 and April 2024 and is recommending five amendments to the charter for consideration by the City Council.

The proposed amendments, in the order they appear in the charter, include:

- **Section 2.06 Vacancies Defined** - Removing identified non-inclusive language and replacing it with language that is more aligned with the Americans with Disabilities Act (ADA).
- **Section 2.18d Citizens' Commission on Mayor/City Council Salaries** – Clarifying ambiguous language around the use of the external economic indicator for calculating salary increases and timing by when a biennial salary schedule ordinance be adopted. This is a staff proposal.
- **Section 3.03 Powers and Duties** – Removing language that does not reflect the two-year biennium budget cycle mandated by RCW 35.34.040 and as presently provided by city

ordinance. This is a staff proposal.

- **Section 10.03 Petitions and Committees and 10.04 Filing and Certifying** – Removing language referencing paper and indelible signatures that would prevent the acceptance of electronic signature on petitions.
- **Section 11.05 Contracts Beyond One Year** – Removing this section in its entirety as it creates an administrative burden and is no longer necessary because of more recent changes to the Vancouver Municipal Code. This is a staff proposal

Advantage(s)

1. Supports the work of the Charter Review Committee by adopting some or all of their recommendations.
2. Encourages voter participation in the City's governance process.
3. Makes other changes to the City's charter that modernizes, streamlines, and clarifies processes.

Disadvantage(s)

Placing a charter amendment on the ballot will costs up to \$40,000, placing five charter amendments will cost up \$70,000.

Budget Impact

The Clark County Elections Office has advised that for 2024 it will cost between \$30,000 and \$40,000 to place one proposition on the ballot and between \$60,000 and \$70,000 to place five propositions on the ballot. This is dependent on whether other jurisdictions also have items for the ballot.

Prior Council Review

Council Workshops - April 15, 2024 and May 20, 2024
Council Communications - June 3, 2024

Action Requested

On June 10, 2024, adopt resolutions placing some or all of the proposed amendments to the City of Vancouver's charter on the November 5, 2024, general election ballot.

Aaron Lande, Policy & Program Manager, 360-487-8612

ATTACHMENTS:

- ▣ Resolution 1_Removing obsolete and non-inclusive language
- ▣ Resolution 2_Clarifying language related to Salary Review Commission
- ▣ Resolution 3_Clarifying language related to administrative duties
- ▣ Resolution 4_Removing language that prevents acceptance of electronic signatures
- ▣ Resolution 5_Removing section that is no longer necessary

6/10/2024

RESOLUTION M-_____

A RESOLUTION to submit to the voters of the City of Vancouver a proposal to amend Article II, Section 2.06 of the City Charter removing obsolete and non-inclusive language and replacing it with language more aligned with the Americans with Disabilities Act (ADA).

WHEREAS, the Committee held seven meetings between October 2023 and April 2024, to review proposed amendments to the City Charter; and

WHEREAS, the Committee presented their recommendations to the City Council on May 20, 2024; and

WHEREAS, the City Council held a duly noticed hearing on the 10th day of June, 2024 and considered the recommendations of the Committee and voted to submit the proposed amendment to the Charter below to the voters.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. That the following amendment to Article II, Section 2.06 of the City Charter, removing obsolete and non-inclusive language and replacing it with language more aligned with the Americans with Disabilities Act (“Proposed Charter Amendment No. 1”), be submitted to the voters of the City of Vancouver:

(Proposed language to be deleted is shown by ~~striketrough~~. Added language is shown by underline.)

2.06 Vacancies Defined: *An office, either appointive or elective, becomes vacant upon failure to qualify within the time limited by law; upon the death or removal from office; ~~or~~ resignation of the incumbent; ~~or removal from~~ ~~or~~ absence from the city for*

RESOLUTION – PAGE 1

~~sixty consecutive days without leave of the city council, or upon an adjudication of insanity; by virtue of a mental health condition that renders the person substantially incapable of doing their duty; by a conviction of drunkenness or by any permanent disability, preventing the proper discharge of duty; upon the inability to properly discharge their duty with or without a reasonable accommodation; by ceasing to be a resident of the city; by conviction of an infamous crime, or any crime involving a violation of official oath; by refusal or neglect to take the oath of office, or to give or renew the official bond or deposit such oath or bond within the time prescribed by law; by a decision of a court of competent jurisdiction declaring void the election or appointment; or otherwise proscribed by state law. whenever a judgment is obtained against such officer for breach of condition of the official bond.~~

2. The Clark County Auditor, as *ex officio* supervisor of elections in Clark County, is hereby requested to submit Proposed Charter Amendment No. 1 to the November 5, 2024 general election ballot.

3. The City Clerk is authorized and directed to take those actions necessary to submit Proposed Charter Amendments No. 1 before the voters at the November 5, 2024 election.

ADOPTED at regular session of the Council of the City of Vancouver, this 10th day of June, 2024.

Signed this _____ day of _____, 2024.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION – PAGE 2

6/10/2024

RESOLUTION M-_____

A RESOLUTION to submit to the voters of the City of Vancouver a proposal to amend Article II, Section 2.18d of the City Charter clarifying ambiguous language around the use of the external economic indicator for calculating salary increases and timing by which a biennial salary schedule ordinance be adopted.

WHEREAS, the Committee held seven meetings between October 2023 and April 2024, to review proposed amendments to the City Charter; and

WHEREAS, the Committee presented their recommendations to the City Council on May 20, 2024; and

WHEREAS, the City Council held a duly noticed hearing on the 10th day of June, 2024 and considered the recommendations of the Committee and voted to submit the proposed amendment to the Charter below to the voters.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. That the following amendments to Article II, Section 2.18d of the City Charter, clarifying ambiguous language around the use of the external economic indicator for calculating salary increases and timing by which a biennial salary schedule ordinance be adopted (“Proposed Charter Amendment No. 2”), be submitted to the voters of the City of Vancouver:

(Proposed language to be deleted is shown by ~~striketrough~~. Added language is shown by underline.)

RESOLUTION – PAGE 1

Section 2.18d Citizens' Commission on Mayor/City Council Salaries: *The commission may adopt a schedule of annual salary increases the same way the City adjusts fees and charges to reflect an increase up to the change in the Consumer Price Index equal to an average of the prior two complete calendar years (Two-Year Average Adjustment). ~~at the Consumer Price Index for Wage Earners and Clerical Workers (CPI-W) for the West region as established by the Bureau of Labor Statistics for the prior two years. If the Bureau of Labor Statistics discontinues publishing such index, the most similar index as determined by the city chief financial officer shall be applied.~~ The commission may propose a schedule of salary increases of more than ~~CPI-W~~ the Two-Year Average Adjustment provided that such schedule shall be submitted to the voters for approval. In the event the voters reject such greater increase, the increase within the foregoing limits shall go into effect. The commission may decrease salaries, provided that such decreases shall not be effective until the commencement of a new term of office. The commission may also choose not to adopt any salary change. The commission shall file its schedule of salary adjustments, if any, for the positions of Mayor, Mayor Pro Tempore, and Councilmember with the City Clerk by ~~May~~ July 1 of the applicable year, so as to coincide with the City budget cycle.*

2. The Clark County Auditor, as *ex officio* supervisor of elections in Clark County, is hereby requested to submit Proposed Charter Amendment No. 2 to the November 5, 2024 general election ballot.

3. The City Clerk is authorized and directed to take those actions necessary to submit Proposed Charter Amendments No. 2 before the voters at the November 5, 2024 election.

ADOPTED at regular session of the Council of the City of Vancouver, this 10th day of June, 2024.

Signed this _____ day of _____, 2024.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

RESOLUTION – PAGE 2

Jonathan Young, City Attorney

RESOLUTION – PAGE 3

6/10/2024

RESOLUTION M-_____

A RESOLUTION to submit to the voters of the City of Vancouver a proposal to amend Article III, Section 3.03 of the City Charter removing language that does not reflect the two-year fiscal biennium budget cycle mandated by RCW 35.34.040 and as presently provided for by city ordinance.

WHEREAS, the Committee held seven meetings between October 2023 and April 2024, to review proposed amendments to the City Charter; and

WHEREAS, the Committee presented their recommendations to the City Council on May 20, 2024; and

WHEREAS, the City Council held a duly noticed hearing on the 10th day of June, 2024 and considered the recommendations of the Committee and voted to submit the proposed amendment to the Charter below to the voters.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. That the following amendments to Article III, Section 3.03 of the City Charter, removing language that does not reflect the two-year fiscal biennium budget cycle mandated by RCW 35.34.040 and as presently provided for by city ordinance, (“Proposed Charter Amendment No. 3”), be submitted to the voters of the City of Vancouver:

(Proposed language to be deleted is shown by ~~striketrough~~. Added language is shown by underline.)

RESOLUTION – PAGE 1

3.03 Powers and Duties: *The city manager shall be head of the administrative branch of the city government and shall be responsible to the city council for the proper administration of all affairs of the city and to that end, subject to the personnel provisions of this charter, shall have the power and shall be required to: (1) appoint or remove the city attorney, subject to the approval of the city council; (2) appoint and, when necessary for the good of the service, remove all officers and employees of the city except as otherwise provided by this charter, or by state laws and except as the manager may authorize the head of a department or office to appoint and remove subordinates in such department or office; (3) prepare the budget ~~annually~~ in accordance with Article IV of the Charter, and submit it to the city council and be responsible for its administration upon adoption; (4) prepare and submit to the city council as of the end of the fiscal year a complete report on the finances ~~and administrative activities~~ of the city for the preceding year; (5) keep the city council advised on the financial condition and future needs of the city and make such recommendations as may to the manager seem desirable; (6) perform such other duties as may be prescribed by this charter or required by the city council, not inconsistent with this charter.*

2. The Clark County Auditor, as *ex officio* supervisor of elections in Clark County, is hereby requested to submit Proposed Charter Amendment No. 3 to the November 5, 2024 general election ballot.

3. The City Clerk is authorized and directed to take those actions necessary to submit Proposed Charter Amendments No. 3 before the voters at the November 5, 2024 election.

ADOPTED at regular session of the Council of the City of Vancouver, this 10th day of June, 2024.

Signed this _____ day of _____, 2024.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

RESOLUTION – PAGE 2

Jonathan Young, City Attorney

RESOLUTION – PAGE 3

6/10/2024

RESOLUTION M-_____

A RESOLUTION to submit to the voters of the City of Vancouver a proposal to amend Article X, Sections 10.03 and 10.04 of the City Charter removing language referencing physical paper and indelible signatures that would prevent the acceptance of electronic signature on petitions.

WHEREAS, the Committee held seven meetings between October 2023 and April 2024, to review proposed amendments to the City Charter; and

WHEREAS, the Committee presented their recommendations to the City Council on May 20, 2024; and

WHEREAS, the City Council held a duly noticed hearing on the 10th day of June, 2024 and considered the recommendations of the Committee and voted to submit the proposed amendment to the Charter below to the voters.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. That the following amendments to Article X, Sections 10.03 and 10.04 of the City Charter, removing language referencing physical paper and indelible signatures that would prevent the acceptance of electronic signature on petitions, (“Proposed Charter Amendments No. 4”), be submitted to the voters of the City of Vancouver:

(Proposed language to be deleted is shown by ~~striketrough~~. Added language is shown by underline.)

RESOLUTION – PAGE 1

Section 10.03 Petitions and Committees: All petitions ~~papers~~ circulated for the purposes of an initiative or referendum shall be uniform ~~in size and style~~. Initiative petitions ~~papers~~ shall contain the full text of the proposed ordinance. Petitions shall be in a form prescribed by the City Clerk, and may be approved in advance as to form by the City Attorney. Before gathering signatures, any proposed initiated ordinance must be filed with the City Clerk. Within twenty working days after filing, the City Attorney shall evaluate the initiative proposal and express ~~his/her~~ their opinion as to whether or not the initiative proposal is within the scope of a legally permissible local initiative. The signatures to initiative or referendum petitions ~~need not all be appended to one paper, but to each separate petition there shall be attached~~ include ~~a statements~~ of the circulators thereof as provided by this section. Each signer of any such petition ~~paper~~ shall sign ~~in ink or indelible pencil and shall in an indelible method and~~ indicate after such signer's name, the signer's place of residence by street and number, or other description sufficient to identify the place. On each petition shall appear the names and addresses of the same five registered voters of the city, who, as a committee of the petitioners, shall be regarded as responsible for the circulation and filing of the petition. ~~Printed on~~ Included with each separate petition ~~section paper~~ there shall be an affidavit of the circulator thereof, affirmed under penalty of perjury, that said circulator personally circulated the foregoing section ~~paper~~, that it bears a stated number of signatures, ~~that all the signatures appended thereto were made in the circulator's presence,~~ and that the circulator believes them to be the genuine signatures of the persons whose names they purport to be.

Section 10.04 Filing and Certifying: All petition ~~papers~~ sections comprising an initiative or referendum petition shall be assembled and filed with the ~~City Clerk~~ as one instrument. Petitions ~~pages~~ must be filed no later than February 1 of the same year as the Municipal General Election is held. Within ten days after a petition is filed, the ~~City Clerk~~ shall determine whether each ~~paper~~ section of the petition has a proper statement of the circulator and shall convey the valid signed petition ~~pages~~ sections to the officer responsible for the verification of the sufficiency of the signatures to the petition under state law for such verification. The ~~City Clerk~~ shall declare any petition ~~paper~~ section entirely invalid and not submit said petition ~~page~~ section for verification, which does not ~~have printed thereon~~ include an affidavit affirmed under penalty of perjury signed by the circulator thereof. If a petition ~~paper~~ section is found to be signed by more persons than the number of signatures certified by the circulator, the last signatures in excess of the number certified shall be disregarded, and the City Clerk shall strike out the excess signatures. If a petition ~~paper~~ section is found to be signed by fewer persons than the number certified, the signatures shall be accepted unless void on other grounds. After completing examination of the petition, and after receiving verification of the sufficiency of such petition signatures from the officer responsible for verification of the sufficiency of signatures under state law, the ~~City Clerk~~ shall certify the result thereof to the city council at its next regular meeting. If the ~~Clerk~~ certifies that the petition is invalid or has insufficient signatures,

the Clerk shall set forth in a certificate the particulars in which it is defective and shall at once notify the committee of the petitioners of such findings.

2. The Clark County Auditor, as *ex officio* supervisor of elections in Clark County, is hereby requested to submit Proposed Charter Amendment No. 4 to the November 5, 2024 general election ballot.

3. The City Clerk is authorized and directed to take those actions necessary to submit Proposed Charter Amendments No. 5 before the voters at the November 4, 2024 election.

ADOPTED at regular session of the Council of the City of Vancouver, this 10th day of June, 2024.

Signed this _____ day of _____, 2024.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

6/10/2024

RESOLUTION M-_____

A RESOLUTION to submit to the voters of the City of Vancouver a proposal to delete Article XI, Section 11.05 of the City Charter, eliminating an administrative burden that is no longer necessary.

WHEREAS, the Committee held seven meetings between October 2023 and April 2024, to review proposed amendments to the City Charter; and

WHEREAS, the Committee presented their recommendations to the City Council on May 20, 2024; and

WHEREAS, the City Council held a duly noticed hearing on the 10th day of June, 2024 and considered the recommendations of the Committee and voted to submit the proposed amendment to the Charter below to the voters.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. That the following amendment to Article XI, Section 11.05 of the City Charter, removing this section to eliminate an administrative burden that is no longer necessary, (“Proposed Charter Amendment No. 5”), be submitted to the voters of the City of Vancouver:

(Proposed language to be deleted is shown by ~~striketrough~~. Added language is shown by underline.)

~~Section 11.05 Contracts Beyond One Year: No contract involving the payment of money shall be made for a period of more than five years unless approved by ordinance. (Amended by the vote of the people on November 5, 2019.)~~

RESOLUTION – PAGE 1

2. The Clark County Auditor, as *ex officio* supervisor of elections in Clark County, is hereby requested to submit Proposed Charter Amendment No. 5 to the November 5, 2024 general election ballot.

3. The City Clerk is authorized and directed to take those actions necessary to submit Proposed Charter Amendments No. 5 before the voters at the November 5, 2024 election.

ADOPTED at regular session of the Council of the City of Vancouver, this 10th day of June, 2024.

Signed this _____ day of _____, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Item #11.

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/10/2024

SUBJECT Charter Review Recommendation - Districting Work Plan

Action Requested

At the June 10 Council meeting, under Unfinished Business, Council is requested to:

- Identify the three councilmembers who will serve on the ad hoc committee
- Identify the preferred 2025 election date

Aaron Lande, Program and Police Manager, 360-487-8612

ATTACHMENTS:

- Memo - Districting Workplan



MEMORANDUM

DATE: June 10, 2024

TO: Anne McEnerny-Ogle, Mayor
City Council

FROM: Eric J. Holmes, City Manager
Aaron Lande, Policy and Program Manager

RE: **Charter Review - Election by District Workplan**

Background

At the May 20th Council workshop on the recommendations of the Charter Review Committee, there was general consensus that additional discussion was necessary before a proposition to establish election by district could be sent to the voters. Staff was asked to develop a workplan and return for further Council consideration.

The proposed timing of the workplan is in recognition of the substantial community-wide comprehensive land use planning work underway that will establish a future land use patterns that could inform districting. Further, there are other time-sensitive and time-intensive items on Council's agenda this summer and fall, including hiring and on-boarding a new City Manager, consideration of a ballot measure for police funding, establishing funding for a bridge shelter, and adoption of the 2025-2026 Biennial Budget.

Recommended Workplan

Staff's recommendation is the creation of an ad hoc committee, consisting of three councilmembers and two city staff, to continue development of a possible ballot proposition. City staff assigned to this ad hoc committee will be Aaron Lande, Policy and Program Manager, and Nena Cook, Deputy City Attorney. At the June 10th Council meeting and pursuant to Council Policy 100-32 section 4.2, the Mayor will appoint the three councilmembers who will serve on the ad hoc committee.

Staff will work with all committee members to schedule a first committee meeting in July. A more detailed meeting schedule will be developed at the first committee meeting, but proposed phases of work are as follows:

- Phase 1 – Policy-level conversations (August-November), including:
 - Number and placement of districts in view of upcoming comp plan work, HB 1110 (density), HB 1220 (income bands), HB 1337 (ADUs)
 - Exploration of a variety of alternate election methods within each of the districts
 - Scaling for growth of council at logical pre-determined population points
- Phase 2 – Formulation of desired vision (January – March)
- Phase 3 – Drafting of charter amendments (March – May)

Community listening sessions and updates to the full Council of the work completed and proposed next steps will occur at the completion of each phase of work.

Election Timing Considerations

Council expressed a desire that any proposition be sent to the ballot in 2025. The dates of each 2025 election, and deadline for the submission of election materials, are below. The current proposed schedule is for ballot placement in the November 2025 general election, but the schedule can be adjusted for another election.

February 11, 2025 special election	Submission deadline: December 13, 2024
April 22, 2025 special election	Submission deadline: February 21, 2025
August 5, 2025 election	Submission deadline: May 2, 2025
November 4, 2025 election	Submission deadline: August 5, 2025

Requested Action

At the June 10 Council meeting, under Unfinished Business, Council is requested to:

- Identify the three councilmembers who will serve on the ad hoc committee
- Identify the preferred 2025 election date



MEMORANDUM

DATE: June 10, 2024

TO: Anne McEnerny-Ogle, Mayor
City Council

FROM: Eric Holmes, City of Vancouver
Anna Vogel, Procurement Manager

RE: **Apprenticeship Program Update**

In the 2023 legislative session House Bill 1050 was passed which established apprenticeship requirements for local agencies. This bill amended RCW 39.04.320 which already established apprenticeship requirements for state entities and higher education. The changes made by HB1050 added municipalities to the list of agencies that this RCW applied to. In addition, it set specific thresholds for when apprenticeship would be required. Any public works project awarded after July 1, 2024 that has an engineer's estimate of \$2,000,000 or more is required to have a 15% apprenticeship goal. In 2026 the 15% apprenticeship requirement will apply to projects that have an engineer's estimate greater than \$1,500,000. Finally, in 2028, the requirement will apply to all projects that have an engineer's estimate that is greater than \$1,000,000.

In addition to setting the project thresholds, the new mandates require municipalities to establish penalties and incentives for program compliance and requires agencies to identify those amounts in each solicitation. A good faith effort process must also be identified in the updated policy and provide the contractors with the requirements for how to apply for the waiver. The legislation did not provide specific dollar amounts or percentages to be used for the penalties and incentives. Staff have been working with agencies across the state and within Clark County to determine best practices in these areas and have used that information to help inform the recommendations.

Following the presentation to Council on Monday, May 20th, Procurement Staff have revised the recommendations for the Apprenticeship Policy update based on feedback received. Staff is proposing the following thresholds, penalties and incentives:

1. Project thresholds – Staff is proposing the following apprenticeship thresholds:

For projects awarded on or after July 1, 2024 – June 30, 2026, the percentage of hours required for projects are recommended to be as follows:

Engineer's Estimate	Required Minimum Labor Hours
Above \$500,000	3%
\$1,000,000 - \$1,499,999	5%
\$1,500,000 - \$1,999,999	10%
Above \$2,000,000	15%

For projects advertised on or after July 1, 2026 – June 30, 2028, the percentage of hours required for projects are as follows:

Engineer's Estimate	Required Minimum Labor Hours
Above \$500,000	5%
\$1,000,000 - \$1,499,999	10%
Above \$1,500,000	15%

For all projects advertised on or after July 1, 2028, the percentage of hours required for projects are as follows:

Engineer's Estimate	Required Minimum Labor Hours
Above \$500,000	5%
Above \$1,000,000	15%

2. Penalties – Based on Council feedback, staff have revised the recommendations for penalties from three levels to two, as noted below:

1st Failure to Obtain Apprenticeship Goal in Five Years - \$25/hour

2nd Failure to Obtain Apprenticeship Goal in Five Years - \$100/hour

Staff recommends maintaining two tiers of penalties for the first two years of the updated program. This will provide staff an opportunity to work with contractors who may fall short in documenting good faith effort without penalizing them at the higher rate. Staff proposes returning to Council with an update on training efforts in May of 2026 to discuss revisions to the penalties under this policy.

3. Incentives – Based on Council feedback, the proposed incentive for projects from \$1,000,000 to \$5,000,000 has also been modified. Staff is recommending the following incentives:

Engineer's Estimate	Proposed Incentive
\$1,000,000 - \$5,000,000	\$6,000
\$5,000,001 - \$10,000,000	\$8,000
\$10,000,001 and Higher	\$10,000

The new policy requirements will apply to all projects awarded after July 1, 2024. Staff proposes revisiting the policy changes in the first quarter of 2025 once more data and information is collected about how these changes are affecting the City's projects and contractors.

Next steps: Following Council's concurrence with the policy updates Staff will work to update the City's policy, bid packages, and website. In addition, staff will begin to outreach to the contractor community about the pending changes.