



CITY COUNCIL MEETING MINUTES

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

Anne McEnery-Ogle, Mayor

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

May 8, 2023

WORKSHOPS

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

WORKSHOPS

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

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

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

https://www.cvtv.org/vid_link/35575?startStreamAt=0&stopStreamAt=4054

4:00-4:30pm Urban Forestry Management Plan

Charles Ray, Urban Forestry Coordinator, 360-487-8328

Summary

Staff led Council through a discussion of the Urban Forestry Management Plan.

4:30-5:30pm Strategic Plan

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

Summary

Staff led Council through a discussion of the Strategic Plan.

COUNCIL DINNER / EXECUTIVE SESSION RE: DISCUSSION OF PENDING LITIGATION (30 MIN)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 5:10-5:50 p.m. to discuss Pending Litigation.

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/35577?startStreamAt=0&stopStreamAt=5609 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

Proclamations: Asian American, Native Hawaiian, and Pacific Islander Heritage Month (Chinese and Japanese); Taiwanese American Heritage Week; Public Service Recognition Week

Mayor McEnerny-Ogle read and presented a proclamation to Roger Young, Vancouver Chinese Association, and Bin Wang, President of the Vancouver Chinese Association, proclaiming May 2023 as Asian American, Native Hawaiian and Pacific Islander Heritage Month with a spotlight on Chinese American Heritage.

Mayor McEnerny-Ogle read and presented a proclamation to Michiyo Okuhara, Instructor at Clark College, along with her students, proclaiming May 2023 as Asian American, Native Hawaiian and Pacific Islander Heritage Month with a spotlight on Japanese American Heritage.

Mayor McEnerny-Ogle read and presented a proclamation to Dr. Rex Chen, former President of the Taiwanese Chamber of Commerce of Oregon and SW Washington, and Dr. Bamboo Chen, Secretary General of Taiwanese Chamber of Commerce of Oregon and SW Washington, proclaiming May 2023 as Taiwanese American Heritage Week.

Mayor McEnerny-Ogle read and presented a proclamation to Nicole Chen, DEI Business Partner, along with other City employees, proclaiming May 7 - May 13, 2023, as Public Service Recognition Week.

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
- Dmitri Stoyanoff, Vancouver

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

Consent Agenda (Items 1-4)

Council requested items 1 and 2 be pulled for discussion.

Motion by Councilmember Hansen, seconded by Councilmember Perez, and carried unanimously to approve Items 3 and 4 on the Consent Agenda.

Motion by Councilmember Stober, seconded by Councilmember Hansen, and carried unanimously to approve Items 1 and 2 on the Consent Agenda.

1. Interlocal Agreement for Justice Assistance Grant (JAG) 2021 Award

Staff Report: 077-23

The United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance will award Justice Assistance Grant (JAG) funds to the City of Vancouver, Washington, in the amount of \$107,942 for the Federal Fiscal Year 2021. JAG funds are intended to support a wide range of activities to reduce and prevent crime based on the needs and conditions of local jurisdictions. Allowable purpose areas include law enforcement equipment and supplies, technology, and training to enhance criminal justice. The City of Vancouver will administer this grant and disburse budgeted funds for the Clark County Sheriff's Office through an interlocal agreement. When funding is awarded in spring 2023, the City of Vancouver will receive \$53,971 to purchase police training. The grant award term ends September 30, 2024.

Request: Authorize the City Manager or designee to execute an interlocal agreement with Clark County for disbursement of Justice Assistance Grant (JAG) funds from the United States Department of Justice and take any and all action necessary to enforce the terms thereof.

Jeff Mori, Police Chief, 360-487-7472

Motion approved the request.

2. Interlocal Agreement for Justice Assistance Grant (JAG) 2022 Award

Staff Report: 078-23

The United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance will award Justice Assistance Grant (JAG) funds to Clark County, Washington, in the amount of \$120,575 for the Federal Fiscal Year 2022. JAG funds are intended to support a wide range of activities to reduce and prevent crime based on the needs and conditions of local jurisdictions. Allowable purpose areas include law enforcement equipment and supplies, technology, and training to enhance criminal justice. Clark County will administer this grant and disburse budgeted funds for the Vancouver Police Department through an interlocal agreement. When funding is awarded in spring 2023, the City of Vancouver will receive \$60,287.50 to purchase police equipment and supplies. The grant award term ends September 30, 2025.

Request: Authorize the City Manager or designee to execute an interlocal agreement with Clark County for disbursement of Justice Assistance Grant (JAG) funds from the United States Department of Justice and take any and all action necessary to enforce the terms thereof.

Jeff Mori, Police Chief, 360-487-7472

Motion approved the request.

3. Increase spending limit on Contract C-100689

Staff Report: 079-23

The Vancouver Fire Department has prior City Council approval to add two Fire Paramedic/Squad units to the fleet. A Fire Paramedic/Squad starts with acquisition of a cab and chassis as the base that is then equipped with a specialized service body housing fire suppression and emergency medical equipment. These units were originally quoted to be built using a Ford F550 chassis. With ongoing supply chain shortages, they were switched to a Dodge 5500 cab and chassis, which added cost of \$34,116 more per vehicle. Sufficient budget resources are available to cover the increased cost, but the specific contract must be adjusted to reflect the new amount. Staff is requesting an increase to the approved contract to cover the amount of this purchase to include the price of the chassis change and all other change orders to ensure the vehicles are completely outfitted to Vancouver Fire specifications.

Request: Authorize the City Manager, or their designee, to approve additional funds needed for this purchase under C-100689 with Cascade Fire Equipment for the life of the contract up to the current authorized budget.

Dan Zenger, Equipment Superintendent, 360-487-8205

Motion approved the request.

4. Approval of Claim Vouchers

Request: Approve claim vouchers for May 8, 2023.

Motion approved claim vouchers in the amount of \$11,411,019.22.

Public Hearings (Item 5-6)

5. 2023 CDBG and HOME Action Plan

Staff Report: 080-23

A RESOLUTION relating to the adoption of the City's Community Development Block Grant (CDBG) and HOME Investment Partnerships Annual Action Plan for the 2023 program year; authorizing the City Manager to execute agreements on behalf of the City of Vancouver consistent with the CDBG and HOME Investment Partnerships Annual Action Plan; providing for severability and an effective date.

The U.S. Department of Housing and Urban Development (HUD) requires an annual Action Plan that outlines how CDBG and HOME resources will be utilized. This document includes information regarding funds available, the prioritization process, and recommended awards and projects. The draft 2023 Action Plan was made available 30 days prior to the May 8, 2023, public hearing at www.cityofvancouver.us/cdbg. City Council and public feedback on recommended funding is welcomed and encouraged prior to plan finalization and submittal.

CDBG and HOME awards must be consistent with goals and objectives outlined in the City's 2019-2023 Five-year Consolidated Plan. Goals include:

- Affordable Housing: Increase and preserve affordable housing opportunity for low-income households and people experiencing homelessness.*
- Public Services: Reduce poverty, increase stability, and prevent and address homelessness for individuals and families. Where possible, support existing City and community initiatives.*
- Economic Development: Increase economic opportunity by supporting small businesses.*
- Public Facilities and Infrastructure: Create and preserve buildings and spaces that serve the public.*

The City of Vancouver allocates the majority of its CDBG and HOME funding to community partners through an annual competitive application process. A public hearing for City Council to adopt the 2023 Action Plan, which includes the proposed projects and award amounts, is scheduled for May 8, 2023.

2023 Funding Available

Funds available for program year 2023 are listed below. Available funds are subject to change based on entitlement funds from previous years and program income received.

CDBG funding

2023 Entitlement Funds \$1,392,021

Anticipated program income \$ 120,000

Unspent entitlement (previous years) \$ 141,337

TOTAL \$1,653,358

HOME funding

2023 Entitlement Funds \$ 791,895

Unspent entitlement (previous years) \$ 318,251

TOTAL \$1,110,146

HOME ARP funding

Entitlement funds (for 6 years) \$2,496,110

2023 ESTIMATED SPENDING \$ 727,904

Application and Prioritization Process

The annual application process began in October 2022. Staff invited interested parties to attend a workshop explaining the application process. Applicants submitted preapplications online through ZoomGrants. City staff advanced 36 applications with funding requests totaling just over \$6 million. The review committee, composed of community representatives and City staff, completed the application review process. The committee read applications, viewed applicant presentations, scored and prioritized the projects and suggested funding options. This year, the committee's awarded points were increased and objective scoring was decreased, giving the committee more influence on which applications were granted funding.

The average score for each application guided the prioritization of awards. Scoring factors included:

- Clearly defined scope, goals and outcomes*
- Community needs*
- Community impact*
- Readiness to move forward*
- Long-term financial viability*
- Demonstrated equitable practices and outcomes*
- Community partnerships and collaboration*
- Cost benefit – people/households served and committed match funding*
- Objective risk assessment score*
- Additional points for projects that address homelessness needs*

Staff then met with the committee to go over funding proposals. A full list of recommended projects and proposed funding is included in the Action Plan.

2023 Funding Recommendations – CDBG

Funding recommendations support the following priorities:

- Public services: Programs serving youth programs, youth who are experiencing homelessness, transitional housing services, community outreach events and eviction mediation services.*

- *Public facilities: Construction and rehabilitation of a behavioral health care facility.*
- *Economic development: Technical assistance for microenterprises and people starting new businesses.*
- *Housing services: Case management to help households find or maintain rental housing; paired with HOME-funded rental assistance.*
- *City Housing Rehab Set-aside: Low-interest loans to homeowners to assist with home repairs that address health, safety and livability issues.*
- *Administration: Staff and administrative costs to carry out the CDBG program and projects. The amount of CDBG funding that may be used for administration is capped by federal guidelines.*

2023 Funding Recommendations – HOME

Funding recommendations for HOME awards support the following priorities:

- *Rental assistance: Assistance with security deposits, rent and utilities to help households experiencing, or at risk of, homelessness afford housing. Paired with CDBG-funded housing services.*
- *Housing projects: Single-family home acquisition assistance for first-time buyers and new affordable rental housing. HUD requires 15% of each year's HOME entitlement to be set aside for an eligible Community Housing Development Organization (CHDO). No CHDO applications were submitted in 2022, so this was carried forward. One 2023 CHDO application was received for multifamily acquisitions, this was recommended for funding with both 2022 and 2023 CHDO set-aside.*
- *Unallocated Funding: These funds will be awarded as needed. If funds are unspent in 2023, they will be allocated to future projects.*
- *Administration: Staff and administrative costs to carry out the HOME program and projects. The amount of HOME funding that may be used for administration is capped by federal guidelines.*

2023 Funding recommendations - HOME-ARP

The HOME-ARP Plan was reviewed by the public and City Council, but has not yet been approved by HUD. When approved, HOME-ARP funding will need to be expended within 6 years. HOME-ARP applications were accepted as part of the 2023 process in anticipation of the HOME-ARP Plan approval. Funding recommendations for HOME-ARP awards support the following services for people who are homeless or at risk of homelessness, per HOME-ARP rules.

- *Housing Services: Supporting households who are experiencing homelessness or at risk of becoming homeless through navigating the criminal justice system, outreach, and rental assistance.*
- *Outreach: Supporting households who are experiencing*

homelessness and other vulnerable populations through outreach in the community.

- *Administration: Staff and administrative costs to carry out the HOME-ARP program and projects. The HOME-ARP funding used for administration is capped by federal guidelines at 15% over 6 years. The admin costs are estimated to be spent in four years.*

Request: Approve a resolution adopting the proposed 2023 CDBG, HOME, and HOME-ARP funding awards.

Samantha Whitley, Housing Programs Manager, 360-487-7952

Samantha Whitley, Housing Programs Manager, provided an overview of the 2023 CDBG and HOME Action Plan.

Council discussed the item briefly with staff.

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

- Francisco Bueno, Vancouver
- Katie Ullrich, Portland, OR
- Kimberlee Goheen, La Center, WA
- Beth Hammer, Ridgefield, WA

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

Motion by Councilmember Paulsen, seconded by Councilmember Harless, and carried unanimously to approve Resolution M-4221.

6. Spring Supplemental Budget

Staff Report: 076-23

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

The first supplemental of 2023 includes mostly administrative items, carrying forward appropriation from the last biennium for projects that were approved and funded, but not completed in 2022, 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 2023 First Supplemental Budget totals \$140.2 million. An increase of \$36.1 million relates to

recommended changes in the Operating budget, with the remaining appropriation increase of \$104.1 million representing changes in capital projects and supporting funding transfers. The Supplemental will result in utilizing \$55.2 million in city resources; of that amount, the General Fund's share is \$10.1 million.

Appropriation increase to the General, Street and Fire funds total \$13.6 million over the biennium. Major items are summarized below:

- Miscellaneous grants including National Highway Service Grant Funding for Payment Management, Fruit Valley Park Playground Renovation, Safe Routes to School for Bike Clark County Active Empowerment Programming, Interstate Bridge Replacement Program, as well as carrying forward a couple Fire grants*
- Carry-forward items that were appropriated in 2022, but not fully expended due to timing delays or constraints, including eProsecutor (Case Management Software), Comprehensive Plan Update, Transportation System Plan Update, Sidewalk and Pavement Management funding, as well as funding for the Heights Acquisition and Design.*
- New items identified include: Upper Main Street Corridor planning, Self-Contained Breathing Apparatus (SCBA) upgrade, EMS Tablet purchase, Wellness and Mental Health Services for Police and Fire, Safe Stay Sites 1 and 3 Service Provider Increase, and Fire Vehicle Replacements.*

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

- Administrative clean-up of funding to consolidate Park Impact Fee (PIF) Funds and alignment of budget between Grounds Maintenance and Grounds Facilities Funds.*
- Carry-forward items that were appropriated in 2022, but not fully expended due to timing delays or constraints, including Fourth Plain Corridor and Community Supported Investment Strategy and Main Street (5th to 15th) Projects with American Rescue Plan Act (APRA) funding, the Vancouver Center Maintenance Contract, City Website Redesign, SharePoint Migration to the Cloud and Fleet Vehicle Replacements.*
- New items identified include: Citywide Long Range Facilities Plan, professional services in the Solid Waste program, replacement of vehicles, funding for an electrical engineering consultant and facilities conditions assessment, as well as appropriation for awarded 2023 Public, Educational, and Governmental Access Support Fee (PEG) Grants.*

The total net Capital Budget appropriation of \$104.1 million (including internal transfers and carryforward items) is included in the First Supplemental of 2023. Expenditures by project are outlined in Attachment

C to the ordinance. Highlights of Attachment C are listed below:

- *General Capital/Asset Management projects totaling \$24.6 million for:*
 - *New requests:*
 - *Multiple property acquisitions for economic development*
 - *Upgrade and move City Hall generator*
 - *Fourth Plain Commons cost increase utilizing ARPA funding*
 - *Fire Station 5 HVAC/boiler replacement*
 - *Pearson Airfield solar panel systems utilizing grant funding*
- *Parks Capital projects totaling \$4.7 million for:*
 - *New requests:*
 - *Fruit Valley Park restroom upgrades utilizing donation funding*
 - *Marshall Pak restroom upgrades*
 - *Bagley Community Park development utilizing ARPA funding*
 - *Carry-forward from 2021-22 Budget:*
 - *Raymond Shaffer Park development*
- *Streets/Transportation Capital projects total \$15.8 million for:*
 - *New requests:*
 - *SE 34th Street Complete Street Project utilizing grant and Transportation Benefit District funding*
 - *NE 192nd Avenue - NE 18th Street to SE 1st Street utilizing grant and Transportation Benefit District funding*
 - *Fourth Plain Safety and Mobility Project: F St to Fort Vancouver Way utilizing grant funding*
 - *Carry-forward from 2021-22 Budget:*
 - *NW 32nd - Lower River Rd to NW 61st St*
 - *NE 184th Avenue - SE 1st Street to NE 4th Street*
 - *137th Ave Corridor - 49th to Fourth Plain*
- *Water and Wastewater Capital projects totaling \$20.2 million for:*
 - *New requests:*
 - *9th St to 18th St, 112th Ave to 129th Ave (T-36)*
 - *Water Station 14 Polyfluoroalkyl Substances Treatment System utilizing grant funding*
 - *Carry-forward from 2021-22 Budget:*
 - *Water Station 5 Reservoir, Pump, E-Power*
 - *Water Station 1 Reservoirs and Standpipe*
 - *Southside Interceptor Rehab Phase 2, 3, 4, & 5*
 - *G2 Sewer Basin/Trunk Interceptor Realignment*
 - *Maplecrest Pump Station Reconstruct*
- *Capital funding transfers supporting the City's capital projects budget totaling \$37.0 million*

The recommended 2023 Supplemental Capital budget has been mapped and can be explored through the link below. Please note the mapping defaults to the 2023-24 adopted biennium budget. To view the 2023

Supplemental Budget, the 2023 Supplemental 1 box will need to be selected. 2023-24 Budget BI Tool

Attachment B of the ordinance outlines changes to FTEs, with an overall net new increase of 7.6 FTEs recommended in the 2023 First Supplemental. Many positions that are reclassified are due to the market study and only update the position title. Major changes from the Attachment B are listed below:

- *Administrative capacity due to reorganization by the following:*
 - *Information Technology reclassified multiple positions to align with their new organizational structure, which includes reclassifying a Police Officer to Public Safety Technology Manager to support Police related technological programs*
 - *Move 2.0 FTEs from Public Works Communications to Central Communications in the City Manager's Office*
 - *Create a Deputy Police Chief position to provide additional public safety administration support by reclassifying an existing police position*
- *Positions to support grant and revenue-funded work:*
 - *Add 1.0 FTEs (Associate Planner) in Community Development working on Complete Street priorities and funded through the City's Street Funding Strategy*
 - *Add 1.0 FTE (Senior Civil Engineer) to support Street/Transportation projects and funded through the City's Street Funding Strategy*
 - *Add 1.0 Limited-Term FTE (Senior Planner) supported through the Interstate Bridge Replacement program*
- *Other FTE changes to support the organization*
 - *Add 2.0 FTE (Fire Battalion Chiefs) in Fire Department*
 - *Add 1.0 Limited-Term FTE (Senior Civil Engineer) for Operations Campus Construction*
 - *Add 1.0 Limited-Term FTE (Senior Construction Inspector) for Operations Campus Construction*
 - *Reclassify a .50 FTE Recreation Specialist to Recreation Coordinator and add .50 FTE to create a 1.0 FTE Recreation Coordinator*
 - *Add 0.10 FTE (Senior Support Specialist) to increase .50 FTE to .60 FTE*

Request: On Monday, May 8, 2023, subject to second reading and public hearing, approve the ordinance.

Natasha Ramras, Chief Financial Officer, 360-487-8484

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

Natasha Ramras, Chief Financial Officer, provided an overview of the Spring Supplemental Budget.

Council discussed the item briefly with staff.

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

- Kimberlee Goheen, La Center, WA

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

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and carried unanimously to approve Ordinance M-4410.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Adjournment

8:02 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: [Mary Eversole](#)
To: [City Council](#)
Subject: Comments City of Vancouver's moratorium on large warehouse and distribution facilities
Date: Monday, May 1, 2023 11:54:18 AM
Attachments: [image002.png](#)
[image004.png](#)

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May 1, 2023

Vancouver City Council



Vancouver, WA

Re: Warehouse Moratorium Study Update

Hon. City Council Members:

On behalf of NAIOP Washington State, the Commercial Real Estate Development Association Washington State (NAIOP) and our more than 1,000 members, we are writing to provide additional comments on the City of Vancouver's moratorium on large warehouse and distribution facilities. We appreciate the opportunity to comment and City Council's willingness to consider our input to date. Our members are strong supporters of focused urban development including industrial growth that is sustainable, transit-oriented, and reflects a 21st century view of the industry and its future.

NAIOP continues to oppose the moratorium on warehouse development in the City. It is not necessary to address the City's stated concerns, and we believe will do unjustifiable harm to the City's economic base. The use of a blunt moratorium instrument could have a multi-year chilling effect on the Vancouver economy and broader southern Washington supply chain – especially while our state and nation continue to weather macroeconomic uncertainty. While the City stated the advancement of the moratorium responds to jobs density and climate related concerns, those issues are addressed by modern industrial development practices and updates to the Building Code taking effect in July 2023.

The key takeaway from the Warehouse Study Update prepared by the City Planning department, is that the moratorium would ultimately regulate only a handful of properties. A variety of factors not considered by the Study may further limit the viability of warehouses exceeding 250,000 s.f., on those handful of sites, including critical areas, setbacks, frontage improvement requirements and other site constraints. A moratorium does disproportionate damage by stifling investment City-wide while ultimately regulating only a limited number of properties. In other words, there's no reason to use such a dramatic tool to solve a non-issue.

The Warehouse Study Update does not address unfounded climate concerns underlying the moratorium. Additionally, we note new industrial development will need to meet heightened energy

and building code standards with the July 2023 Building Code update. If the moratorium is not imminently lifted, we urge City Council to consider sustainability impacts of last-mile delivery facilities. Data released by the MIT Real Estate Innovation Lab, carbon emissions from online shopping are 36 percent lower on average than those produced by in-store trips, which are almost all driven by automobile traffic – a very high carbon emitter and a primary emissions source in Vancouver. Built-out logistics networks, which include urban fulfillment centers, can reduce transportation-related emissions by 50 percent due to their significant consolidation of vehicle trips. New 2023 building and energy code standards will result in energy-efficient buildings with lower emissions.

Finally, the Warehouse Study Update does not address the economic benefits of new industrial development. Industrial development is an important part of the City's tax base and middle-income jobs. Data from the Washington Employment Security Department shows that the 2021 average annual wage for Transportation and Warehousing was \$65,221 (\$31.35 / hour), which is slightly higher than the construction and manufacturing industries. The moratorium results in a loss of tax revenue and quality jobs without any clear benefits. The Warehouse Study Update also fails to address the broader, longer-term economic impacts to Vancouver if the City gets a reputation for discouraging new business and innovation. Future projects will go to other jurisdictions.

Due to the above, we urge City Council to lift the moratorium immediately to avoid any further damaging economic impacts. If the City wishes to encourage other types of development, we recommend an incentives-based, and measured approach to zoning regulation. Our members from all different sectors are happy to provide input on the City's long-range planning efforts in that regard. While we hope the moratorium is lifted in short order, we remain available to provide further information as the Council studies its impacts.

Sincerely,



Mary Eversole, Executive Director



Mary A. Eversole
Executive Director at NAIOPWA
Direct: [REDACTED]
Main: 206-382-9121
[REDACTED]
www.naiopwa.org


From: [Mary Kathryn](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Wednesday, May 3, 2023 1:32:12 PM

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City Council Contact Form

Submitted date: Wednesday, May 3, 2023 - 1:32pm

Contact Information

First name:

Mary Kathryn

Last name:

Kieser

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98683

Inquiry Information

Subject:

Request information

Recipient:

All of Council

Message:

As summer approaches, my apartment complex is again sending out notices that in-window air conditioners are not allowed. There is no practical reason for this other than aesthetics - in other words, the "beauty" of the complex is prioritized over the health and safety of the residents. I would like to see the City Council pass a resolution banning this sort of discrimination. I am lucky, privileged to be able to afford a portable air conditioner that is inside.

It takes up more room, it often costs a bit more up front. It is far easier to obtain an in window unit either second hand or at a discount retailer. Many renters aren't that lucky, so they are made to suffer.

You have the ability to do something about this. As a city council you are the first line of government protection for the citizens of this city. I urge you to find a way to get these silly, punitive and discriminatory "rules" out of the way and give renters more protection.

M. Kathryn Kieser

Upload a file:

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Written comments for City Council meeting May 8th
Date: Monday, May 8, 2023 8:27:53 AM
Attachments: [737.pdf](#)
[BikePortland.pdf](#)
[Cities.pdf](#)
[IBR negative impacts.pdf](#)
[Unsafe IBR graphics.pdf](#)
[Unsafe IBR Letters.pdf](#)

Hello,

We received this message in the CMO inbox.

Thank you!

City Manager's Office

CITY OF VANCOUVER

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

P: 360.487.8600 | F: 360.487.8625

www.cityofvancouver.us

From: BOB ORTLAD [REDACTED]
Sent: Sunday, May 7, 2023 2:43 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Written comments for City Council meeting May 8th

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Vancouver City Council

Vancouver Strategic Plan Update

The IBR's Vancouver Interchange will devastate the downtown.
An Immersed Tunnel can save downtown.

Please review the attachments and video links,

Respectfully
Bob Ortblad MSCE, MBA

ASCE "Exploring an Immersed Tunnel Solution"
<https://youtube.com/watch?v=wWvkRV3alkM&t=2472s...>

Hayden Island Neighborhood Network (200 attendees)
<https://youtube.com/watch?v=zRXJqqNEZMY&t=5s...>

Oct. 19, 2022

Federal Highway Administration is funding a dangerous bridge

Editor's note: *Opinions expressed in this letter to the editor are those of the author alone and do not reflect the editorial position of ClarkCountyToday.com*

The Federal Aviation Administration's certification of Boeing's 737 MAX resulted in two plane crashes and 346 deaths. The FAA issued a \$2.5 billion face-saving fine.

In a grim coincidence, the Interstate Bridge Replacement Program (IBR) is asking for \$2.5 billion in federal grants to build a dangerous bridge. During the 100-life of its bridge, there will be thousands of crashes and an untold number of injuries and deaths. A 737 software flaw was hidden in a million lines of code.

The IBR's I-5 Bridge design flaws are obvious to anyone who has driven across the I-205 Bridge, just upstream. Its grade, curve, rain, wind, and ice make it a perilous crossing. The I-205 Bridge is ranked by Go Save Labs as the nation's eighth most dangerous accident hotspot. The IBR I-5 Bridge design will be almost twice as steep (4%), have the same weather, antiquated cloverleafs, limited sight distance, a 7% off-ramp to SR-14, and I-205-style curve. Bridge crashes will be frequent and over time injuries and deaths will equal a plane crash.



Bob Ortblad

The Federal Highway Administration recently awarded the IBR its first federal grant, \$1 million to do a redundant study on liquefaction during an earthquake. Ten years ago the Columbia River Crossing spent \$12 million on a dozen geotechnical consultants and \$31 million on WSDOT management and geotechnical studies. Continued funding of the IBR by the FWHA should stop until the IBR has a safe design.

The IBR continues to ignore a safer and less costly immersed tunnel alternative.

Bob Ortblad MSCE, MBA

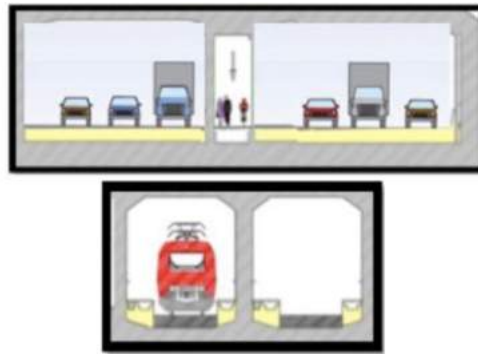
Seattle

The overlooked I-5 Columbia River crossing option: An immersed tube tunnel

February 23, 2022, by Taylor Griggs (Staff Writer)

To Bob Ortblad, a retired civil engineer who lives in Seattle, the team behind the Interstate Bridge Replacement Program (IBRP) – the plan to expand I-5 bridge between Vancouver and Portland across the Columbia River – have it all wrong.

While other advocates have proposed alternatives to the highway expansion, like congestion pricing or a project that better incorporates public transit light rail or even high speed rail, Ortblad has spent the last three years trying to convince planners to consider scrapping the bridge idea altogether, opting instead for an immersed tube tunnel (ITT).



The view from inside a tunnel. Ortblad says there's a lot of flexibility in terms of lane usage and width. (Photo: Bob Ortblad)

But he says IBRP planners have tunnel vision when it comes to his immersed tunnel vision. Ortblad's case for a tunnel under the Columbia River revolves around safety, land use and environmental impact. He's written dozens of letters and slideshow presentations explaining his reasoning, but says the IBR program team hasn't given his idea the serious consideration it deserves.



An example of what an ITT that includes transit could look like. (Photo: Bob Ortblad)

“The people at the IBRP have been manufacturing consent for this bridge. It’s Kabuki theater.”

— *Bob Ortblad, transportation advocate and retired engineer*

According to Ortblad, who has been inspired by tunnels around the world, like the Hvalfjörður Tunnel in Iceland, which stretches about three and a half miles under a fjord, the Oresund Bridge & Immersed Tunnel connecting Sweden to Denmark and the Fort McHenry Tunnel carrying traffic on I-95 under the Baltimore Harbor.

As far as safety advantages, Ortblad gives two key considerations. First, bridges can be dangerous for people traveling across them via any means of transportation. In an August letter to the editor of The Columbian, Ortblad referenced the case of Antonio Amaro Lopez, who plunged off the I-205 Glenn Jackson Bridge across the Columbia River on Valentine’s Day last year (and whose family is now suing ODOT for negligence).

Ortblad says the I-205 bridge is dangerous enough, but the new I-5 Columbia River bridge, which has a 4 percent downgrade and shaded northern exposure retaining black ice, will be even more dangerous.

One reason planners cite the need to replace the I-5 bridge is the threat of earthquakes. Other projects are underway to replace bridges in the region for the purpose of earthquake-readiness, like the Earthquake Safe Burnside Bridge project, but Ortblad says a tunnel would be the better way to go for crossing the Columbia.

Some seismically active regions like the San Francisco Bay Area and the entire country of Japan, have implemented immersed tube tunnels which have held up through high-magnitude earthquakes. Ortblad points to the buoyancy of tunnels to explain their seismic resistance. If an earthquake happens, the thinking goes, tunnels are more flexible and can move with the ground instead of being tossed around by the shaking earth.

The ability to preserve land on Hayden Island and Vancouver’s waterfront is another reason Ortblad wants IBRP leaders to consider a tunnel. Replacing the I-5 bridge will require long, elevated concrete viaducts to lift traffic 100 feet or more up to the bridge, taking up a lot of room with on and off-ramps. A graphic Ortblad created (below) warns that leading IBRP designs would “dump acres of concrete on Vancouver’s waterfront.”

The IBRP’s bridge designs will dump acres of concrete on Vancouver’s waterfront.



Ortblad’s argument that the IBRP bridge designs will make a damaging impact on Vancouver’s waterfront.



That elevation gain has also been raised as a concern for bicycle riders, who’ll have to pedal up it each time they cross the river. “Only the very fittest will be able to climb on a bicycle or on foot the 100-foot ascent (ten stories) needed to cross a new high bridge,” Ortblad shared with us after seeing preliminary bike plan designs from IBRP staff in December. “At age 75 and walking with a cane, you can count me out.”

Comparably, an underwater tunnel would be hidden from view – as would the noise its traffic would generate – and the ground-level entrance would make it easier for people to enter the tunnel. (Ortblad gestures to the Maastunnel in Rotterdam, Netherlands (shown above) as an example of a bikeable immersed tunnel.)

The IBR program team did an analysis of the immersed tunnel alternative and threw cold water on it. Why? According to the IBRP’s memorandum on its evaluation of the immersed tunnel alternative, it has “numerous challenges [which] demonstrate it is not a viable replacement solution for the IBR program.”

The IBRP team even went on the offensive against the tunnel idea on social media last month:



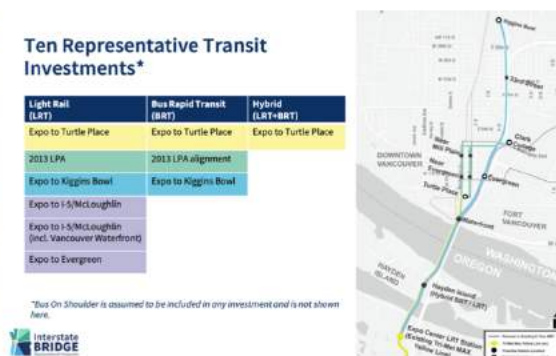
The stated challenges include “significant out-of-direction travel for drivers, freight, transit users, bicyclists and pedestrians; the inability to tie into existing connections such as SR 14, Vancouver City Center, and Hayden Island; safety concerns for bicyclists and pedestrians; and significant archaeological, cultural, and environmental impacts” as well almost double the cost.

But Ortblad says this analysis wasn’t done in good faith. To him, the IBRP administration is pushing through the 10-year-old CRC bridge design, the previous iteration of an I-5 replacement bridge, under a different name. This project was killed in 2013, which was a relief to environmental and bike activists who had advocated against it.

“The people at the IBRP have been manufacturing consent for this bridge,” Ortblad tells BikePortland. “It’s Kabuki theater.”

In an October letter to the editor at Clark County Today, Ortblad asks for this analysis to be retracted. He says WSP USA, IBRP’s engineering consulting group, has a conflict of interest in evaluating an immersed tube tunnel because it is “anticipating hundreds of millions in bridge design and construction management fees.”

Ortblad says the analysis evaluated an ITT under the current primary barge channel at the bridge li by the Vancouver riverbank, when it should have evaluated a channel near the center of the river, which would have resulted in a more realistic and inexpensive tunnel design.



Proposed transit possibilities suggested at a February IBRP Equity Advisory Group meeting.

Ortblad says the IBRP’s evaluation of a tunnel alternative is misleading because it looked at the wrong part of the river. (Photo: Bob Ortblad)

At an IBRP Equity Advisory Group meeting on Monday, project managers showed 10 potential new transit alignments for the bridge, most of which are light rail options. The light rail debate was a big part of the conflict that ultimately doomed the original CRC, so its inclusion is notable.

Ortblad says IBRP leaders haven't given his tunnel idea the time of day, but he persists anyway, penning letters to politicians and the editors of Portland-Vancouver area newspapers. Having tried relentlessly to get IBRP administration's attention, he has now moved on to try to get policymakers on board.

"I plan to share my advocacy and research with the United States Coast Guard, U.S. Corps of Engineers, Federal Highway Administration, Federal Transit Administration, U.S. Environmental Protection Agency, my elected representatives, community and business associations, and the press," he wrote in a letter to Washington State Senator Marko Liias in January.

"Going under the river is a better solution than going over."



Taylor Griggs (Staff Writer)

Taylor has been BikePortland's staff writer since November 2021. She has also written for Street Roots and Eugene Weekly. Contact her at taylorgriggswriter@gmail.com



Hong Kong

Six Immersed
Tunnels
Five with transit



Gothenberg

World's most sustainable city

Tingstad Tunnel 1968
Marieholm Tunnel 2020



Sydney

Sydney Harbor Bridge 1932
Immersed Tunnel 1992
2nd Immersed Tunnel 2022

The world's most beautiful cities do not dump acres of concrete on their waterfronts.



Major River Ports of Europe have two or more “Immersed Tunnels” for unimpeded navigation.



If IBR's "SEVEN INTERCHANGES" are built will they need to be rebuilt in a decade?

Induced traffic demand?



Either IBR bridge design will devastate Terminal 1 with noise, pollution, and a constant dark shadow.

An Immersed Tunnel provides a quiet, clean, sunny Terminal/Public Market, & riverfront park to Renaissance Boardwalk & Fort Vancouver.



The IBR's design will harm the "Renaissance Boardwalk" development with visual blight, noise, and pollution. Only trolls will enjoy living under this bridge.

An Immersed Tunnel provides a clean & quiet riverfront park connecting "Renaissance" & "Waterfront".



Interstate Bridge Replacement's massive Vancouver interchange will be a wall of concrete and noise blocking access to Fort Vancouver. An Immersed Tunnel will provide a connecting Riverfront Park.



Vancouver's Waterfront



Fort Vancouver

Let's make the connection
with
10-acre Riverfront Park
&
Immersed Tunnel

Maryland canceled an 8-lane double-deck bridge and built an immersed tunnel to protect historic Fort McHenry.

Fort Vancouver deserves similar protection. IBR's bridge will cast visual blight, noise, & pollution.



IBR preaches equity but plans a 10-acre concrete lid for Vancouver casting shadows, noise, and pollution.

The three richest cities in Washington have covered freeway parks. An Immersed Tunnel will give Vancouver a 10-acre Riverfront Park.



Bob Ortblad MSCE, MBA

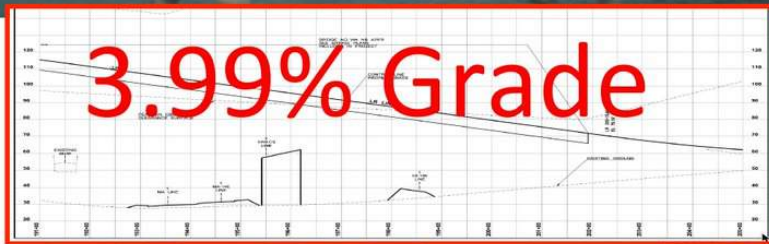
IBR Administrator Greg Johnson promised to be “data driven” WSDOT claims to use the FHWA’s Data-Driven Safety Analysis Where is an estimate of fatalities & injuries before committing billions for the steepest 4% most dangerous interstate bridge in the country?



The image is a composite graphic overlaid on an aerial photograph of a highway bridge. The background shows a multi-lane highway with several cars, surrounded by dense green trees. The graphic includes the following elements:

- FHWA Data-Driven Safety Analysis (DDSA)**: The FHWA logo and text in a white box at the top left.
- Process Flow Diagram**: Three overlapping circles at the top right. The first is blue with a lightbulb icon and the text "More Informed Decision Making". The second is dark blue with a target icon and the text "Better Targeted Investments". The third is orange with a line graph icon and the text "Fewer Fatalities & Serious Injuries".
- 4% grade**: Large white text in the center.
- \$7.5 billion**: Large white text next to the "4% grade" text.
- Interstate BRIDGE Replacement Program**: A logo with a stylized bridge and the text "Interstate BRIDGE Replacement Program" in a white box.
- ?**: A large white question mark to the right of the "Interstate BRIDGE" logo.
- Washington State DOT: A New Approach to Safety Analysis**: Large white text at the bottom of the image.

Will the IBR predict the number of deaths and injuries its high bridge will cause over 100 years? The steepest (4%) most dangerous interstate bridge.



***Deaths
&
Injuries***

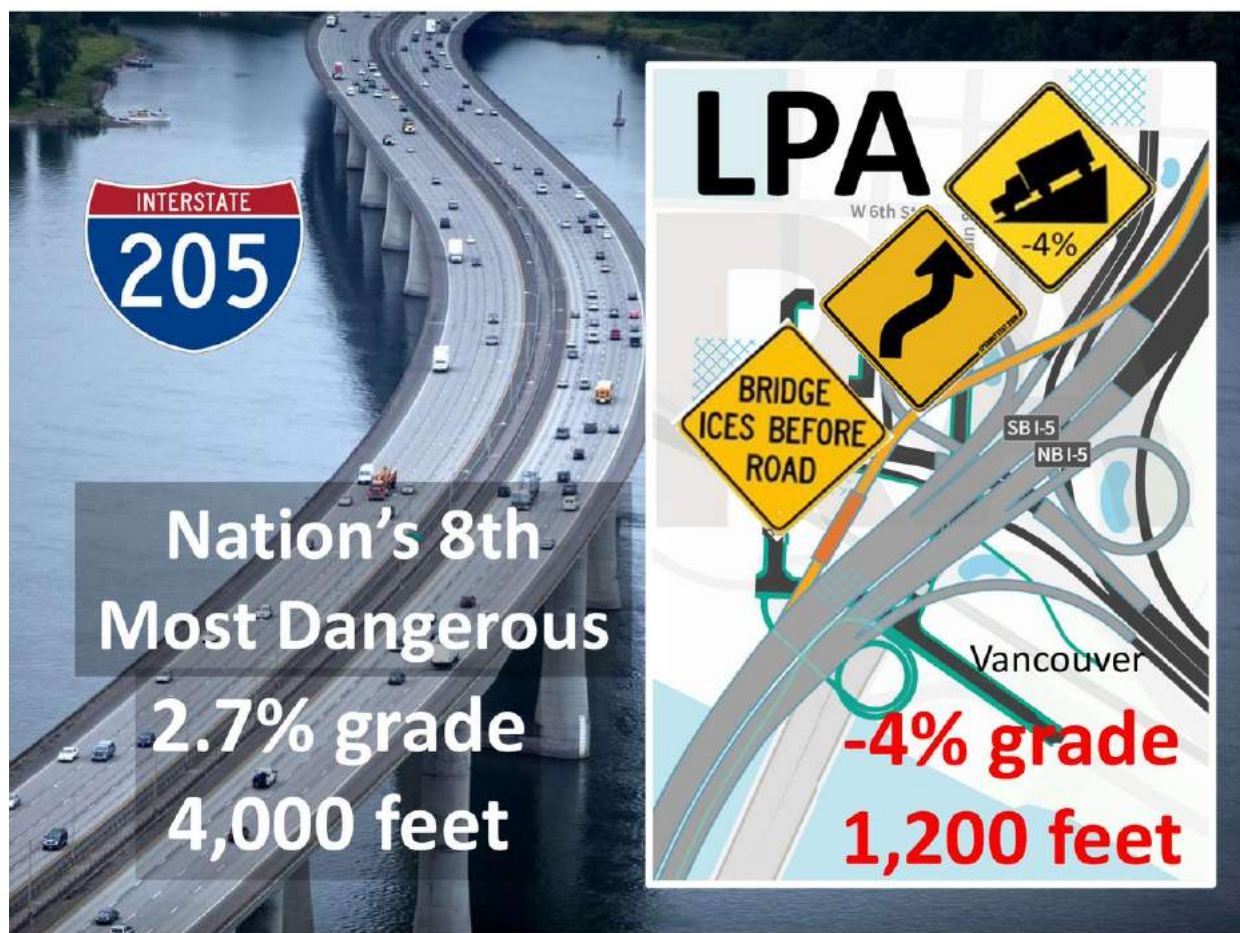


Actuary

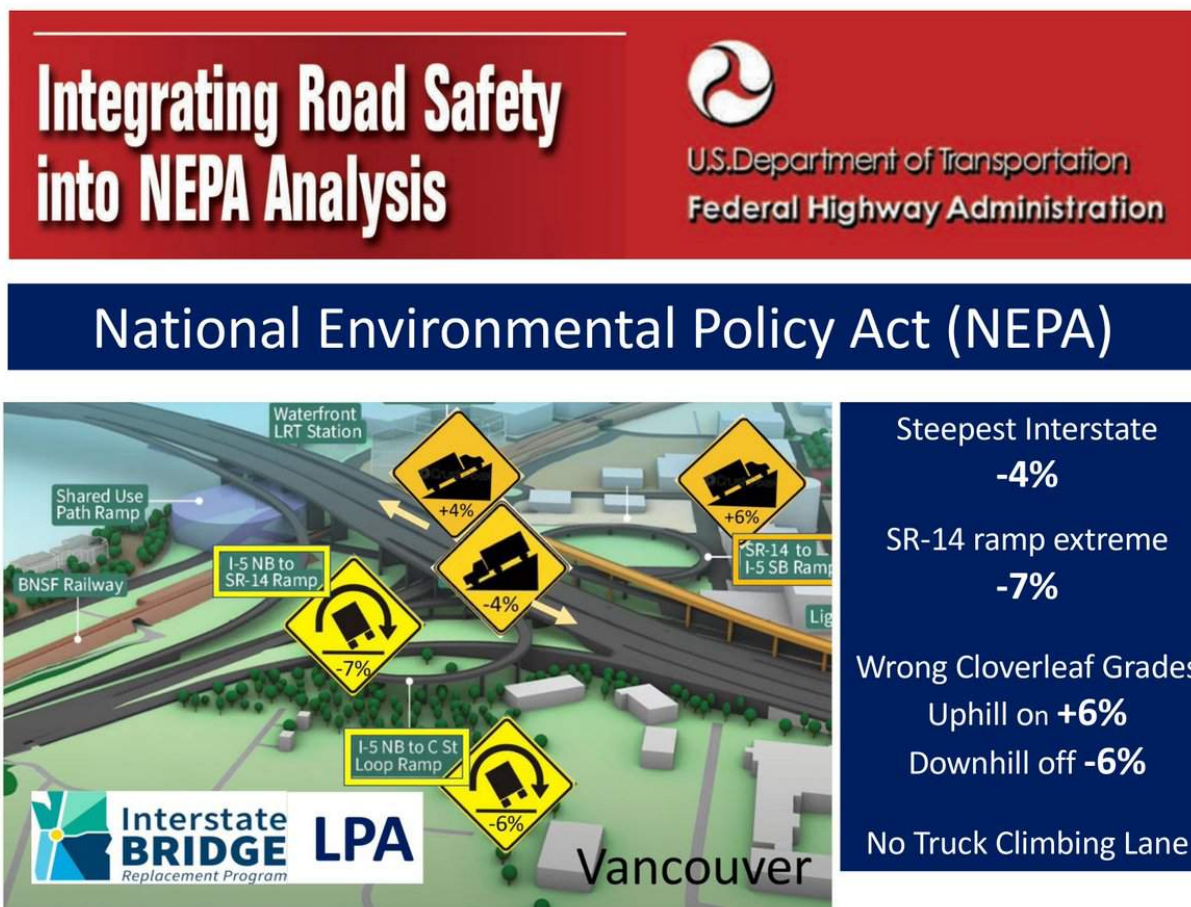


Safety Engineers

IBR's LPA design will be more dangerous than I-205 Bridge, country's 8th most dangerous bridge LPA is steeper (4%) and has tighter 1,200-foot double curve, rain, & ice that makes I-205 so dangerous.



The IBR's bridge design will never pass a NEPA Safety review. It is too dangerous with a -4% grade, -7% off-ramp to SR-14, combined with NW rain and ice. An Immersed Tunnel is safer with less grade and weather protected.



Bob Ortblad MSCE, MBA
@BOrtblad

Letter: Tunnel would be safer than bridge

By Bob Ortblad, Seattle

Published: August 24, 2021

On Sunday, Feb. 14, 2021, Antonio Amaro Lopez on his way home from work plunged off the Interstate 205 Bridge into the Columbia River. Antonio was driving less than 50 mph, hit an ice patch, skidded, and jumped a Jersey barrier.

Ice and the bridge's 2.7 percent downgrade extended his stopping distance more than 10 times. The I-205 Bridge is curved, so Antonio slid across four lanes before hitting a snow ramp that launched his SUV over a Jersey barrier into the river.

Go Safe Labs ranked the I-205 Bridge as the eighth most accident-prone site in the country, with an accident every three days.

A new I-5 Columbia River bridge will be even more dangerous. The 10-year-old \$200 million Columbia River Crossing bridge design has a 4 percent downgrade, curvature similar to the I-205 Bridge, a shaded northern exposure that will retain black ice, and sight distances much shorter than stopping distances in foggy, wet or icy conditions.

The Interstate Bridge Replacement Program administration is eager to recycle the Columbia River Crossing bridge design. The IBR has spent hundreds of thousands of dollars on bridge engineering consultants to discount the possibility of a much safer river crossing design: an immersed tube tunnel.



Letter: Bridge program needs to answer

By Bob Ortblad, Seattle

Published: September 10, 2022

The Interstate Bridge Replacement Program has spent millions to manufacture public consent for its “Modified Locally Preferred Alternative,” a green-washed copy of the failed Columbia River Crossing. The IBR has exploited equity to promote its locally preferred alternative. The poor will get noise, pollution, and the danger of traversing the steepest (4 percent grade) interstate bridge on balder tires. The IBR has staged a Kabuki theater of citizen advisory groups and produced a score of videos with bureaucrats and young interns touting its locally preferred alternative design. The 1,670 @IBRProgram tweets are full of platitudes, puffery, and jargon, but few facts.

These tweets have received few and negative public comments. Critics have demanded IBR create 3D graphics for the LPA’s bridge, interchanges, and bike/pedestrian ramps. The IBR has not responded.

Unfortunately, local municipalities and agencies have trustingly accepted the IBR’s manufactured consent and approved the LPA. The IBR should stop wasting public money to pervert public opinion, and start answering true public opinion questions.



Letter: Build a tunnel, not a bridge

By Bob Ortblad, Seattle

Published: January 2, 2022, 6:00am

As our roads are covered with ice, the Interstate Bridge Replacement program has presented three dangerous I-5 Bridge options. All three options will have a steep 4 percent bridge grade, plus a 7 percent off-ramp grade to state Highway 14. These will be extremely dangerous when coated with ice. The Interstate Bridge Replacement program has repeatedly promised “data-driven” analysis. The Interstate Bridge Replacement must employ highway safety experts and insurance actuaries to calculate the number of deaths and injuries over the 100-year-life of their bridge options.

We can’t change the weather, but we can choose a safer crossing option. An immersed tunnel is protected from the weather and would also be many times safer when the Cascadia earthquakes hits. Gothenburg, Sweden, is the world’s most sustainable city and has long, snowy winters. Gothenburg completed its second immersed tunnel in 2020 and its two tunnels have 180,000 weather-protected daily crossings.

Letter: Consider tunnel instead of bridge

By Bob Ortblad, SEATTLE

Published: August 14, 2022

Washington and Oregon are risking \$2.5 billion of federal grants to replace the Interstate 5 Bridge over the Columbia River. The U.S. Coast Guard has suggested the Interstate Bridge Replacement Program consider a tunnel as an alternative to an impractical tall bridge (178-foot clearance). The Coast Guard must see that the bridge program's "tunnel concept assessment" is incorrect and misleading. The program is ignoring the 178-foot clearance requirement and has pressed municipalities and agencies to approve its "locally preferred alternative" of a too-low bridge (116-foot clearance). If the program's plan to politically pressure the Coast Guard to accept its preferred alternative fails, federal funds will go to better projects.

The Washington-Oregon legislative committee should support the Coast Guard's tunnel evaluation recommendation and hire a consultant, independent of the bridge replacement program, to do an honest evaluation of an I-5 immersed tunnel.

Letter: 'This unnecessary deadly design is criminal negligence'

If the Interstate Bridge Replacement Program's (IBR) extremely steep bridge is built, a semi-truck will fly off the bridge and crash onto downtown Vancouver.

Bridge decks freeze before roadways because the air cools both the top and bottom surfaces. During winter months supercooled liquid droplets in fog will freeze instantly on the North-facing bridge deck forming dangerous black ice. With more warming sunshine the South slope will be ice-free.

A trucker driving north on I-5 will be lulled into the safety of dry roads and an ice-free South slope. The truck will slow to 45 mph climbing the +4 percent ice-free South slope. At the bridge crest, as the grade flattens the truck will gear up to 55 mph and then accelerate to 65 mph on the down-hill slope.



Bob Ortblad

Two-hundred yards past the bridge crest the truck will hit black ice on the country's steepest Interstate Highway bridge grade of -4 percent. Braking is useless on black ice and seconds later the truck will need to make a slight right turn. A 40-ton semi-truck cannot turn on black ice. At 65 mph it will crash through the bridge rail, falling 90 feet onto downtown Vancouver.

This unnecessary deadly design is criminal negligence. The IBR continues to ignore a safer weather-protected immersed tunnel alternative that will protect Vancouver from a falling semi truck, noise, and freeway blight.

Bob Ortblad MSCE, MBA
Seattle

Letter: 'The Interstate Bridge Replacement program has presented three dangerous I-5 Bridge options'

As our roads are covered with ice, the Interstate Bridge Replacement (IBR) program has presented three dangerous I-5 Bridge options. All three options will have a steep (4 percent) bridge grade, plus a 7 percent off-ramp grade to SR-14. These will be extremely dangerous when coated with ice.

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Bob Ortblad MSCE, MBA



Bob Ortblad MSCE, MBA

From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#); [Harris, Rep. Paul](#)
Subject: Watch "Myocarditis / What is the Risk of Death from Myocarditis? England Lancet Study" on YouTube
Date: Tuesday, May 2, 2023 11:23:50 AM

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<https://youtu.be/geJ3cP3Ycz4>.

Send to council members and
MELNECK. Put on public record. Confirm that you did. Thanks from Wynn

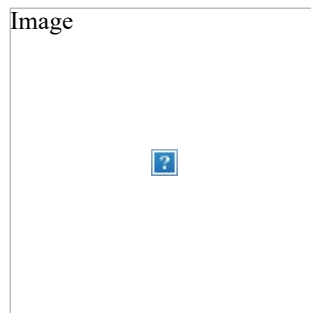
From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#); [Harris, Rep. Paul](#)
Subject: Fwd: NTP Board of Scientific Counselors Meeting On May 4th
Date: Wednesday, May 3, 2023 5:36:31 PM

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.

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

Date: Wed, May 3, 2023 at 4:16 PM
Subject: NTP Board of Scientific Counselors Meeting On May 4th
To: [REDACTED]

Please send this to the council members and Melneck. Put on public record and confirm that you did.
Thanks from Wynn



NTP Board of Scientific Counselors Meeting On May 4th

Dear Friends:

The National Toxicology Program (NTP) will be holding a public meeting this Thursday, **May 4th** on their [6-year systematic review](#) of all human studies on fluoride's effect on the developing brain. The review was issued in two parts, a monograph and a meta-analysis, and concluded that prenatal and early life exposures can reduce IQ. The meta-analysis reported that 52 of 55 studies found lower IQ with higher fluoride exposures, demonstrating remarkable consistency. Of the 19 studies rated higher quality, 18 found lowering of IQ. The meta-analysis could not detect a safe level of exposure, including those commonly found from drinking artificially fluoridated water.

The hearing will be livestreamed starting at **12:30PM (EST)** on the following [YouTube page](#), as well as on FAN's [Facebook](#) and [Twitter](#) pages.

The NTP's [Board of Scientific Counselors](#) (BSC)--an external committee whose members are appointed by the Secretary of Health and Human Services (HHS) to advise the NTP Executive Committee and Director--will be hearing a presentation from a BSC working group, as well as public testimony from stakeholder organizations, including the Fluoride Action Network (FAN). The working group was asked to evaluate "the adequacy of NTP responses to external peer review and federal agency comments received" on the [NTP's fluoride monograph and meta-analysis](#), and have submitted [their findings](#) to the full council.

The meeting will start with introductions and opening remarks, followed by the presentation from the working group. An hour has been allotted for oral comments from the public, and that is expected to occur roughly between 1:30 and 2:45 (EST). After public comment, there will be a break followed by deliberation by the BSC and closing remarks. The official agenda for the meeting [is available here](#).

The deadline for written public comment submissions and oral comment registrations has passed. You can read [FAN's](#)

[submission](#), as well as others from the public—both opponents and proponents of fluoridation—by [clicking here](#).

During the BSC's deliberations, they will decide whether to make amendments to the NTP report based on the working group's analysis, followed by making a final recommendation to the NTP Director, Rick Woychik, Ph.D. It's unclear if a vote will be taken by the BSC at this meeting or at a future meeting in July.

It's important to point out that the NTP report has already undergone an unprecedented multi-tiered peer review process that no other monograph in history has been subjected to, including being reviewed **twice** by the National Academies of Science, Engineering, and Medicine (NASEM), reviewed by a select group of external subject matter experts, and reviewed by various pro-fluoridation agencies within HHS.

For those who cannot watch the hearing live, it will be recorded and FAN will share the video with you in a future bulletin, along with any other important documents made public after the hearing.

Thank you,

Stuart Cooper
Executive Director
Fluoride Action Network

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Fluoride Action Network
North Sutton, New Hampshire
info@fluoridealert.org



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From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#)
Subject: Covid jabs
Date: Tuesday, May 2, 2023 9:06:38 AM

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<https://www.clarkcountytoday.com/news/big-pharma-under-investigation-for-covid-vaccine-fraud/> please send to council members and MELNECK. Put on public record and confirm that you did. Thanks from Wynn

City Council Comments 5/1/2023

Item 3

Hello my name is Dmitri Stoyanoff, I live in Vancouver, WA,
Tonight the Council is considering whether to extend the Interagency Agreement with Washougal Police.

A Question for our City Manager Eric Holmes, can you make the contract public and put a link when the staff report is put out on Wednesdays? We are asked to consider extending the contract and yet the contract has not been provided for review. This happens regularly, the Council is providing time at their meetings for public comment, yet often we don't have access to the documents we need to even understand what Council is voting on, much less give y'all informed comments. I hope we could find a way to make some progress on this ongoing issue?

I'd like to ask Council if we can delay this Vote till next week, so we can review the contract once staff posts it?

From the info Staff did provide, have a few questions I hope Chief Mori can address tonight.

Why is VPD not filling these temporary positions from within the Dept?
Isn't the dept setup to promote from within?
Were the Guilds given a chance to fill these positions first?

And of immediate concern, wouldn't using VPD employees be more efficient?
A good example of using the Interagency Agreement is the Washougal Police Chief who has been overseeing our Internal Affairs Unit, PSU.
It is currently taking 7 months and counting for Washougal Police to clear Complaints against the Dept.
Complaints that many people have submitted, so many that PSU won't tell us how many.
Complaints like:

Why did VPD leadership publicly call for targeted arrests of our Trans. Neighbors?

Why do VPD Employees leave their rifles accessible to the public, in running cars, in our neighborhoods?

Just to name a few complaints that many Vancouver Residents have submitted, and one over 1400 petitioned for on [change.org](https://www.change.org). Yet we've received no information on their progress.

Has the PSU process been slowed down because we are using Washougal Police

How about other units overseen by Washougal Police? Are they experiencing performance delays? I am worried Washougal Police might not have the same training and experience with the dept as VPD employees do.

and... If it's not a delay by Washougal Police, Some of these question could be resolved by the VPD having more transparency with the people they police.

For instance, I asked Chief Mori on March 27th about these delays AND to release general data about PSU to help better educate the public about what type of complaints they receive and how long they take to process. He said he was generally happy with the Unit's performance and has not made any data publicly available.

The Washougal Police will be overseeing many functions of our Police Dept. I would appreciate it if Chief Mori could address the concerns of current unit slows downs and assure us that other units won't be effected.

Thank you.

Dmitri Stoyanoff



CITY COUNCIL MEETING MINUTES

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

Anne McEnery-Ogle, Mayor

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

May 15, 2023

WORKSHOPS

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

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

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

https://www.cvtv.org/vid_link/35609?startStreamAt=0&stopStreamAt=8131

3:30-4:30pm Procurement Policy

Anna Vogel, Procurement Manager, 360-487-8429

Summary

Staff led Council through a discussion of the Procurement Policy.

Councilmembers Perez and Harless were late for the Workshop.

4:30-6:00pm Disposition and Development Agreement Waterfront Gateway

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

Summary

Staff led Council through a discussion of the Disposition and Development Agreement Waterfront Gateway.

COUNCIL DINNER/ADMINISTRATIVE UPDATES

COUNCIL REGULAR MEETING

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

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: https://www.cvtv.org/vid_link/35611?startStreamAt=0&stopStreamAt=2531 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

Proclamations: Asian American, Native Hawaiian, and Pacific Islander Heritage Month (Korean and Vietnamese); Poppy Days

Mayor McEnerny-Ogle read and presented a proclamation to Byung Ji, Co-Chair of the Korean War Veterans Memorial Committee, Jina Darnell, President of the Korean Society of Vancouver and the Washington State Asian Cultural Organization, Melina Doan, President of the Korean Club at Clark College, and

Amanda Harlan, Co-President of the Korean Club at Clark College, along with students from the Korean Club, proclaiming May 2023 as Asian American, Native Hawaiian, and Pacific Islander Heritage Month with a spotlight on Korean Heritage.

Mayor McEnerny-Ogle read and presented a proclamation to Ms. Phung Ojala and Ms. Hieu Huynh, Co-Vice President's of the Vietnamese Community proclaiming May 2023 as Asian American, Native Hawaiian, and Pacific Islander Heritage Month with a spotlight on Vietnamese American Heritage.

Mayor McEnerny-Ogle read and presented a proclamation to Gloria Cummings, President of the American Legion Auxiliary, Representing American Legion Unit #14, proclaiming May 15 - May 21, 2023, as Poppy Days.

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:

- John Ley, Vancouver
- Kimberlee Goheen Elbon, La Center, WA

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

Consent Agenda (Items 1-14)

Council requested item 7 be pulled for discussion.

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and carried unanimously to approve items 1-6 and 8-14 on the Consent Agenda.

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

1. Construction Acceptance for 2022 East Curb Ramps

Staff Report: 081-23

Advanced Excavating Specialists of Kelso, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications. The original construction contract bid amount was \$906,000. Final construction costs were \$921,966.09, an increase of approximately 1.8% from original bid amount. The largest portion of the cost increase was an increase of \$9,933 in traffic control labor beyond the original \$64,000 budget. The payment for traffic control labor is based on the number of actual hours that flaggers work each day. The number of flaggers needed to safely perform the work varies by location and is agreed to by the Contractor and the City inspector each day.

The project had a 3% apprenticeship goal. The contractor was able to exceed this goal and achieve an actual apprenticeship utilization of 8% of total labor hours.

Request: On May 15, 2023, accept the 2022 East Curb Ramps Project as constructed by Advanced Excavating Specialists of Kelso, Washington, and authorize release of the retainage bond, subject to receipt of all documentation required by law.

Charles Fell, Senior Civil Engineer, 360-487-7790

Motion approved the request.

2. Construction Acceptance for NW Neighborhood Connectivity

Staff Report: 082-23

The project constructed pedestrian safety improvements along NW Lincoln Avenue, NW 53rd Avenue, and the west side of Benjamin Franklin Elementary School.

The original construction contract bid amount was \$1,708,761.60. Change orders and quantity adjustments during construction decreased the contract amount by 2.3% to \$1,669,247.29. The largest change was the use of less traffic control labor than originally estimated. This quantity adjustment decreased the contract amount by \$29,656.25. Halme Excavating of Battle Ground, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications.

The apprenticeship goal for this project was 3% of the project's labor hours. The contractor was able to exceed this goal and had an actual apprenticeship utilization of 9% of the project's labor hours.

Request: On May 15, 2023, accept the NW Neighborhood Connectivity Improvements Project as constructed by Halme Excavating of Battle Ground, Washington, and authorize release of the retainage in the amount of \$83,462.36, subject to receipt of all documentation required by law.

Charles Fell, Senior Civil Engineer, 360-487-7790

Motion approved the request.

3. Construction Acceptance for Lower Grand LID Retrofits

Staff Report: 083-23

Western United Civil Group, LLC has completed construction of the Lower Grand Area LID (Low Impact Development) Retrofits. This project constructed pervious concrete pavement as a treatment and roadway surface along V St. and 2nd St. Existing non-compliant and non-maintainable stormwater systems were abandoned, and new overflows constructed to reduce flooding within the overall basin. A pedestrian sidewalk, ADA compliant ramps, and new street lighting were constructed to provide higher safety and level of service within the area. This project is the result of the Lower Grand Subarea Plan, which

identified the need for infrastructure improvements in order to support redevelopment within the area.

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

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	\$1,590,936.97
Sales Tax	\$5,187.90
Deduction for Apprenticeship Penalty	-\$3,433.00
Total	\$1,592,691.87
Retainage	Bond

The original contract amount, including sales tax where applicable, was \$1,579,803.22. The final project cost was \$1,596,124.87, which was \$16,321.65 (1.03%) higher than the original contract amount. The difference is attributed to typical variances in unit price and/or quantities commonly encountered during construction and differing site conditions related to existing utilities.

This project was partially funded by a grant from the Washington Department of Ecology, through the Stormwater Financial Assistance Program. This program provides up to 75% of approved constructed costs for retrofits to enhance stormwater treatment. Total reimbursed grant funds for construction of this project are \$818,206.00 (51% of the total project costs).

Western United Civil Group, LLC had intended on meeting the City's requirement for Apprenticeship Utilization goal of 4%, but fell short of the goal by 1%. Western United Civil Group, LLC had a total of 96.4 apprenticeship hours out of the 3267 total labor hours for the project and paid a penalty of \$3,433 for having 34.33 unmet hours.

Request: On May 1, 2023, accept the Lower Grand Industrial Area LID Retrofits, as constructed by Western United Civil Group, LLC, of Yacolt, WA, and authorize release of retainage and contract bonds subject to receipt of all documentation required by law.

Aaron Rice, Civil Engineer, 360-487-7170

Motion approved the request.

4. Construction Acceptance of Industrial Pretreatment Lagoon Upgrades

Staff Report: 084-23

Tapani, Inc. of Battle Ground, Washington has completed the construction of the Industrial Pretreatment Lagoon Upgrades project, including replacement of all medium-voltage electrical equipment (transformers, breakers, motor control center); installation of a turbine-style aeration blower; replacement of air distribution piping; repair of lagoon baffle walls; replacement of baffle wall slide gates; and installation of instrumentation and controls.

The contractor fulfilled the apprenticeship requirement of 5% for this project. To fulfill the requirement the contractor needed 368 apprenticeship hours. The contractor logged 511 apprenticeship hours of the total 7,353 project hours, resulting in a 7% apprentice utilization rate.

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

TOTAL CONTRACT COSTS	
<i>Labor, Equipment and Material</i>	<i>\$5,235,224.76</i>
<i>Sales Tax</i>	<i>\$ 445,054.55</i>
<i>Total</i>	<i>\$ 5,680,279.31</i>
<i>Retainage</i>	<i>\$ 261,761.24</i>

The original contract bid amount was \$5,292,630.00. The final construction cost was an increase of 7.3% from the original bid amount. The increase is attributed to project change orders related to unforeseen facility conditions, and to a city staff-requested change order for the contractor to provide added measures to ensure avoidance of noise and odor disruption to the nearby Fruit Valley neighborhood residents.

Request: On May 15, 2023, accept the Industrial Pretreatment Lagoon Upgrades project as constructed by Tapani, Inc, of Battle Ground, Washington, and authorize release of retainage in the amount of \$261,761.24, subject to receipt of all documentation required by law.

Frank Dick, Senior Civil Engineer, 360-487-7179

Motion approved the request.

5. Final Construction Acceptance of the Vancouver Low Rezone Water Main Installation, per Bid ITB 22-34

Staff Report: 085-23

Halme Excavating, Inc. of Battle Ground, Washington has completed construction of 1,388 linear feet of new water main in East Reserve Street from 13th Street to 17th Street. The new main extends from a higher elevated water source to increase pressure to 17 service connections that serve multi-family and single-family residences along the project route. The services were identified in the 2015 Water System Plan as having pressures near or below 30 psi (pounds per square inch). The State requires a minimum of 30 psi be provided at the water meter. After the water main was constructed, all 17 service connections were removed from the lower pressure zone and placed on the higher pressure zone. As a result, the residents who were experiencing low water pressures are now experiencing higher water pressures, exceeding the State's minimum requirement.

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

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	\$323,969.93
Sales Tax	\$27,598.28
Total	\$351,568.21
Retainage	\$16,198.50

The original bid amount of \$359,401.37 when compared to the final project cost of \$351,568.21 shows there was a 2% decrease. The cost savings can be attributed to a nearby development that had constructed the first 60 feet of the water main extension just prior to the start of this project.

This project was below the threshold for requiring apprenticeship utilization.

Request: On May 15, 2023, accept the Vancouver Low Rezone Water Main Installation as constructed by Halme Excavating, Inc. of Battle Ground, Washington, and authorize release of retainage in the amount of \$16,198.50, subject to receipt of all documentation required by law.

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

Motion approved the request.

6. Bid Rejection - Fourth Plain Sewer Improvements - Broadway St to F St

Staff Report: 086-23

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

On May 2, 2023, the City received 3 bids for the subject project. The bids ranged between \$720,000 and \$930,000:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Grade Werks Construction, Battle Ground, WA	\$720,771.22
Advanced Excavating Specialists, LLC, Kelso, WA	\$893,552.05
North Cascades Excavation, Woodland, WA	\$931,785.10
Engineers' Estimate (as published)	\$445,000
Updated Construction Estimate	\$700,000

Because bids were received much higher than the published engineer's estimate, staff reviewed the material costs and revised the construction cost estimator, which reflect current material and labor economic conditions. The revised estimate is more in line with the bids received. Staff plans to re-structure the bid and bid table to include more transparent details of the work as well as re-bid with an updated engineer's estimate.

Request: On May 15, reject all bids and direct staff to re-bid the project at a later date.

Sheryl Hale, Senior Engineering Supervisor, 360-487-7151

Motion approved the request.

7. **Heights Roadway Plan Acceptance and Infrastructure Design Contract Amendment**

Staff Report: 087-23

A RESOLUTION accepting the Heights District Roadway Plan and endorsing advancement of 100% design of the Heights District Right of Way Plans for construction of necessary public transportation infrastructure improvements related to the Tower Mall Redevelopment Area.

- *The 30% design work was completed on March 31, 2023 and City staff are currently reviewing the design documents and final deliverables.*
- *City staff across a range of departments worked with FFF to refine the scope of work for this contract amendment to build upon the design work already completed to date.*
- *This scope of work will produce the final permitting and construction documents for 4 complete street projects together with construction cost estimates necessary to construct these street improvements. The 4 roadway projects include;*
 - *Mill Plain Blvd / MacArthur Blvd intersection*
 - *Grand Loop North section*
 - *Grand Loop East section*
 - *Roundabout at MacArthur Blvd/Lieser Road*
- *City staff continue to work on a capital investment strategy to identify funding opportunities.*
- *Subject to funding, construction of the Mill Plain Blvd/MacArthur Blvd intersection is anticipated to commence Fall 2024 followed by construction of the Grand Loop in 2025. The MacArthur Blvd/Lieser Road roundabout will be constructed in 2025 or 2026. To meet this projected constructed schedule, approval of this contract amendment is critical.*
- *The Equitable Development Strategy continues alongside the infrastructure design work. The final report with the recommendations will be completed early summer of this year.*

Request:

1. Authorize the City Manager or designee to execute Amendment No.1 to Professional Service Agreement with First Forty Feet for a total contract amount of \$2,999,219.
2. Adopt resolution accepting roadway plans for the Heights District.

Amy Zoltie, Real Estate Project Manager, 360-487-7953

Motion adopted Resolution M-4222 to approve the request.

8. **2023 Pavement Repairs Project**

The 2023 Pavement Repairs Project is being constructed as part of the pavement management program. This project involves repairing failed pavement on streets that will receive a preservation treatment in 2023. Preservation treatments include microsurfacing, slurry sealing, chip sealing, and cape sealing. Most of the pavement, on the streets selected for preservation, is in fair condition and is ready for a preservation treatment. However, areas of failed pavement need to be repaired before a preservation treatment may be placed on them. This is work that has been done every year to prepare the streets for preservation.

This project also includes streets that are not receiving a preservation treatment this year. Because of the poor pavement condition, the City is incurring excessive maintenance costs for city crews to do maintenance repairs, such as filling potholes and ruts on those streets. It will be more cost effective to do pavement repairs than to continue doing maintenance repairs on them.

The attached vicinity map shows where streets will receive pavement repairs. Corridors include W Kauffman Ave, Reserve St, S Lieser Rd, St Helens Ave, Ross St, NE 54th St, NE 66th Ave, NE 51st St, NE Vancouver Mall Dr, NE Vancouver Mall Loop, SE Ellsworth Rd and various streets in the Fisher's Creek Neighborhood.

On April 25, 2023 the City received three bids for the subject project. The bids ranged from \$688,687 to \$941,250 dollars. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Lakeside Industries, Vancouver, WA	\$ 688,687.00
Granite Construction Co., Vancouver, WA	\$ 743,075.00
W. Business Solutions, LLC, Monroe, WA	\$ 941,250.00
Engineers' Estimate	\$ 600,000.00

The apprenticeship goal for this project was waived per the policy due to the following conditions: (1) a disproportionately high ratio of material costs to labor hours on the particular projects does not make feasible the required minimum level of apprentice participation; (2) the project is less than 30 calendar days or working days in duration and will render apprentice utilization unfeasible at the required levels.

Request: On May 15, 2023, award a construction contract for the 2023 Pavement Repairs Project to the lowest responsive and responsible bidder, Lakeside Industries, Vancouver, WA, at their bid price of \$688,687.00, which includes Washington State sales tax, and authorize the City Manager or designee to execute the same.

Chris Sneider, Senior Civil Engineer, 360-487-8239

Motion approved the request.

9. 2023 Joint Agency Road Preservation Project

Staff Report: 089-23

Clark County and the City of Vancouver have solicited a joint bid for each agency's 2023 road preservation project. Each agency will execute a separate contract for their part of the work.

On March 21, 2023, Clark County received three bids for the 2023 Joint Agency Road Preservation Project. The bids ranged from \$2,979,979 to \$3,259,325. The low bidder was responsive. The 2023 City of Vancouver part of the work is \$1,300,713.75.

SUMMARY OF BIDS		
BIDDER	VANCOUVER'S BID	COMBINED BIDS
<i>Doolittle Construction, LLC, Bellevue, WA</i>	<i>\$1,300,713.75</i>	<i>\$2,979,979.00</i>
<i>One Way Trigger LLC, Sacramento, CA</i>	<i>\$1,318,669.00</i>	<i>\$3,023,953.24</i>
<i>VSS International Inc, West Sacramento, CA</i>	<i>\$1,323,650.68</i>	<i>\$3,259,325.00</i>
<i>Engineers' Estimate</i>	<i>\$1,300,000.00</i>	<i>\$2,500,000.00 to \$3,200,000.00</i>

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. Doolittle Construction, LLC, of Bellevue, WA has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 101 hours of apprentice time of the estimating a total of 3,358 applicable labor hours for the project.

Request: On May 15, 2023, award a construction contract for the 2023 Joint Agency Road Preservation Project to the lowest responsive and responsible bidder, Doolittle Construction, LLC, Bellevue, WA, at their bid price of \$1,300,713.75, which includes Washington State sales tax, and authorize the City Manager or designee to execute the same.

Chris Sneider, Senior Civil Engineer, 360-487-8239

Motion approved the request.

10. Amend Professional Services Agreements for On-Call Wastewater Treatment Engineering Services

Staff Report: 090-23

City staff has issued task orders under the on-call professional service contracts with Brown and Caldwell, Jacobs, and Kennedy Jenks for planning, engineering design, and regulatory support services for wastewater system capacity planning studies and process equipment replacement projects. These projects, as well as other smaller task orders, have budgets nearing the contract

limits of \$800,000 for each of the firms. Additional task orders are needed to continue the following projects through 2024.

- Design of Marine Park Wastewater Treatment Facility (WWTF) solids conveyance to Westside Wastewater Treatment Facility
- Long range planning for wastewater solids management program
- Odor control planning for Westside WWTF
- Design of secondary treatment basins improvements at Marine Park WWTF
- Design of wastewater influent screening system (replacement) at Marine Park WWTF
- Design of centrifuge dewatering system (replacement) at Westside WWTF

These larger projects are included in the Capital Improvement Plan (CIP) and the 2023-24 budget for the Sewer Construction Fund. Increases in budgets to the on-call contracts are needed to advance and complete these projects.

The requested budget amounts are summarized in the following table.

CONTRACT		CONTRACT AMOUNTS	
NUMBER	FIRM	CURRENT	REQUESTED
C-100220	Brown and Caldwell	\$ 800,000	\$ 2,500,000
C-100232	Jacobs	\$ 860,000	\$ 2,100,000
C-100250	Kennedy Jenks	\$ 800,000	\$ 1,300,000

Request: Authorize the City Manager or designee to execute amendments to the Professional Service Agreements with Brown and Caldwell, Jacobs Engineering, and Kennedy Jenks to not-to-exceed amounts of as listed above.

Frank Dick, Senior Civil Engineer, 360-487-7179

Motion approved the request.

11. Professional Service Amendments for On-Call Stormwater Engineering Retrofit Planning and Design Services

Staff Report: 091-23

The City issued RFQ #20-20 for on-call stormwater retrofit planning and design services in March 2020. In July 2020, Council approved issuance of ten (10) Professional Services Agreements with Otak, Harper Houf Peterson Righellis, Maul Foster & Alongi, Gray & Osborne, and MacKay Sposito, all of Vancouver; Herrera Environmental Consultants, HDR Engineering, Brown and Caldwell, Parametrix, and Mead & Hunt, all of Portland for the provision of stormwater retrofit planning and design services on an as-needed basis for five years. The not to exceed value was \$1,000,000 for the 5-year life of each contract.

Due to ongoing grant and capital project design, contract C-100397 with Mead and Hunt, and contract C-100402 with Herrera are near capacity of the original not to exceed value. Surface Water Management has design and grant projects spanning multiple years with these two firms that need additional capacity to bring these projects to completion.

In order to provide continuity and maintain project schedule, allowing these two consultants to continue current projects through final design is in the best interest of the City. Surface Water Management has determined that schedule delays may impact grant funding if the work on current projects is transferred to another consultant.

The other eight (8) PSAs issued in August 2020 are not anticipated to reach capacity during the five-year contract duration. Surface Water Management will continue to utilize these PSAs for future projects.

Request: Authorize the City Manager or their designee to execute an amendment to Professional Services Agreements C-100397 with Mead and Hunt, and C-100402 with Herrera, to increase the not to exceed value to \$1,500,000.00 for the 5-year life of each contract.

Aaron Rice, Civil Engineer, 360-487-7170

Motion approved the request.

12. Purchase and Sale Agreement and Donation Acceptance for Real Estate Acquisition

Staff Report: 092-23

A RESOLUTION by the Vancouver City Council on behalf of the City of Vancouver, a Washington municipal corporation (the "City") accepting a donation of real property value from Evergreen Investors LLC, a Washington limited liability company (the "Donor") to be used by the City for any public purpose.

The Library Square property occupies approximately 3.18 acres of largely unimproved, vacant land, located at Evergreen Boulevard and C Street in downtown Vancouver. The property was subject to a now expired development agreement between the City and owner (Evergreen Investors LLC) that contemplated a mixed-use development and parking that would serve the project and the Library. While the planned development did not occur, the property is still subject to a Supplemental Development Agreement dated April 6, 2009, that requires the City and owner to provide parking to meet the needs of the Library.

Conceptual plans for the alignment of light rail to be included in the proposed IBR project show the terminus for light rail adjacent to the Library Square property in the right-of-way currently occupied by I-5. In addition, these conceptual plans show a highway cap that would connect the Library Square property with the Fort Vancouver Historic Reserve on the east side of I-5. Based on these plans, the Library Square property would be a critical redevelopment

site that would support light rail through high-density mixed-use development that includes parking for transit riders. Furthermore, even without the IBR plans, the site retains strategic value for the growth of downtown.

The property offers the additional benefit of being approved as a site under the Washington State Local Infrastructure Financing Tool (LIFT). This program allows the City to finance specific infrastructure improvements, including structured parking, using tax revenue generated from the project. This LIFT designation is in place through 2044.

The City and owner have negotiated a purchase and sale agreement to acquire the property through the combination of payment of a \$12 million purchase price and donation by the property owner. Both the City and property owner independently commissioned MAI certified appraisals that validate the purchase price.

Closing of the transaction is contingent upon the City's completion of due diligence and inspection of the property, which must demonstrate that the acquisition is merited in consideration of any City policy implications or future capital or maintenance costs associated with the property.

Provided that the City is able to complete due diligence of the property on or before June 15, 2023, to the City's satisfaction, the City would close the transaction by June 30, 2023, as well as accept a donation from the property owner valued at the difference between the purchase price and the appraised value of the property, as provided by the City's Donation Acceptance Policy and the proposed donation resolution.

- Request:
1. Approve the transactions contemplated by the draft Purchase and Sale Agreement, and authorize the City Manager or their designee to sign the Purchase and Sale Agreement in substantially the form attached, along with all related documents necessary to facilitate acquisition of the property; and
 2. Adopt the resolution allowing the City to accept the donation.

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

Motion adopted Resolution M-4223 to approve the request.

13. **Library Square Property Acquisition and Associated Interfund Loan**
Staff Report: 093-23

A RESOLUTION relating to property acquisition funding; authorizing interfund loans to fund a property acquisition that will support of the future development of a parking structure; authorizing the City Manager to execute agreements and other related documents on behalf of the City of Vancouver; providing for Severability and an Effective Date.

The City of Vancouver has the opportunity to acquire a piece of real estate that

has been approved by the State of Washington as one of the selected Local Revitalization Projects in the state. The parcel has envisioned construction of a public underground parking garage in conjunction with private development on the property. In order to facilitate the purchase, the REET fund will contribute \$4 million, and the General Fund will pay the additional \$8 million. The Parking Fund and the Water Fund will advance \$4 million each to the General Fund for the purchase as an Interfund Loan. Council is required to authorize Interfund Loans that are longer than one-year.

The interest rate on the advance from the Parking fund is 2.91% and is based on the 20-year average of the 10-year Treasurer Note. The interest rate on the advance from the Water Fund is 3.43% and is based on the 3-year projection of the Fed Funds futures rate. The loan from Parking to the General Fund will be for 10 years. The loan from the Water Fund to the General Fund will be for 3 years.

Request: Adopt a resolution approving the Interfund loans between Water, Parking and the General Fund.

Natasha Ramras, Chief Financial Officer, 360-487-8484

Motion adopted Resolution M-4224 to approve the request.

14. Approval of Claim Vouchers

Request: Approve claim vouchers for May 15, 2023.

Motion approved claim vouchers in the amount of \$5,612,044.35.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Adjournment

7:11 p.m.

Anne McEnery-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: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#)
Subject: Turbo cancer in kids from jabs
Date: Tuesday, May 9, 2023 2:02:42 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.naturalnews.com/2023-05-09-children-are-dying-within-hours-leukemia-diagnosis.html>. Please send to council members and MELNECK. Put on public record and confirm that you did. Thanks from Wynn.

From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#)
Subject: Jabs and pregnancy
Date: Tuesday, May 9, 2023 2:04:08 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.naturalnews.com/2023-05-09-pfizer-covid-vaccines-never-safe-pregnant-women.html>. Please send to council members and MELNECK. Put on public record and confirm that you did. Thanks from Wynn

Comments to Council regarding the Justice Grant

May 8th, 2023

Good Evening Mayor and City Council Members:

My name is Dmitri Stoyanoff, Vancouver, WA is my home.

Tonight, the Council is asked to accept nearly \$54,000 in funds going directly to the Vancouver Police Dept. from a Justice Grant.

Page 3 of the Justice Grant says "funds will be used for...enhancing public safety and the administration of justice by raising law enforcement standards, promoting operational effectiveness, and cultivating an environment of openness, accountability, and trust in community policing."

These are Broad Guidelines. Can we add some language to specific where this money will be spent? Here are 2 areas I believe would meet the guidelines of the Grant.

"Trust In Community Policing" and "Raising Standards"

First, Lets spend half of the \$54,000 on Stopping the Police from Lying While On Duty. It is impossible for anyone to trust another person if we know they aren't required to tell us the truth. It's unprofessional, unnecessary, and is not fitting with the High Standards of any Police Dept. Its also bad for the Courts by creating problems for Prosecutors who sometimes can't use Police Testimony or Evidence. And it also sends innocent people to our Inhumane Jails and Prisons.

That doesn't promote High Standards or Trust In Community Policing

Lets use this money to engage the 2 Vancouver Police Unions, called Guilds, and petition them to open collective bargaining, since, I Believe, that is the only way to make these changes.

Second, lets spend the other half of the Grant on Empowering each Child and person in Vancouver with Know Your Rights classes.

Lets work with the Public Defenders Office and community groups to develop classes and materials to teach people What Rights they Have have when they have an encounter with any Law Enforcement.

We already spend alot of time and money and dept resources on Promoting the Vancouver Police Dept. That is only one Half of the system. Once you are engaged with Police, you need to know your rights.

Let engage with our schools and start the process of every child graduating our schools with Know Your rights Classes to empower our community

Lets stock our Police Stations with this Information.

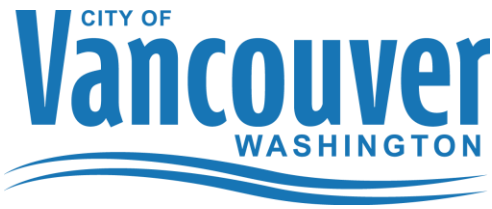
Let make signs to Post in over policed areas.

If you want the public to trust you, empower them, and share this important info with all Vancouver Residents.

Vancouver PD is well funded, well equipped, well armed, well trained Police Dept. This money will not make our community safer by giving Cops more classes.

We have to go to the foundational flaws in our Police. We can't effectively use them for Public Safety if we can't trust them. And if we aren't knowledgeable in our rights, we can't protect ourselves from Police Abuses. Knowing Your Rights is the only tool available to protect you or your neighbors from Police Abuses. There is no community accountability system in Vancouver, which is why we need some structural changes in the Dept.

Thank you for considering this proposal.



MEMORANDUM

DATE: May 22, 2023

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

CC: Shannon Williams, Senior Planner; Angélica Martínez, Associate Planner; Rebecca Kennedy, Deputy Director, Community Development Department

RE: **Fourth Plain for All Investment Strategy**

This memo is intended to provide an update on the Fourth Plain for All Investment Strategy, with a focus on a Phase 1 engagement summary, a preview of Phase 2 engagement activities, and immediate next steps. A third City Council workshop is scheduled for July 10, 2023, which will focus on investment options proposed to be included in the final investment strategy.

Introduction

The American Rescue Plan Act (ARPA) was passed in 2021 to deliver immediate relief for American workers and families and build a bridge to an equitable economic recovery. On November 15, 2021, the Vancouver City Council endorsed an investment framework for the City's allotment of ARPA funds that allocates approximately 75% of the total funds to the Fourth Plain area in central Vancouver, which totals approximately \$30 million. This funding will focus on the largest, most socially and economically vulnerable areas in Vancouver that have experienced disproportionate health and economic impacts from the COVID-19 pandemic.

Building on the successes of implementing the 2008 Fourth Plain Corridor Subarea Plan and the 2015 Fourth Plain Forward Action Plan, the Fourth Plain for All project aims to co-create a 10-year investment strategy with the local community that incorporates the dedicated ARPA funding, as well as prepares the City to take advantage of other future funding sources and opportunities to continue advancing equity, safety, mobility, access to jobs and services, a thriving small business ecosystem, and improved parks and open spaces for the Fourth Plain community.

Community Engagement

The community engagement approach for the Fourth Plain for All project is to provide meaningful, equitable and accessible engagement opportunities for the Fourth Plain community. Community input will be instrumental to the creation of the investment strategy, which aims to concentrate resources to make a lasting impact for the people who live and work within nine (9) established central Vancouver neighborhoods: Bagley Downs, Van Mall, Meadow Homes, Central Park, Maplewood, Rose Village, Fourth Plain Village, Ogden, and Walnut Grove. The project includes two main phases of engagement, though opportunities for feedback are ongoing throughout the first half of this year.

Phase 1 (February-April 2023): Discussions with the community focused on understanding the current challenges, needs and hopes of the Fourth Plain community. This input is being used to create a list of potential investment

Fourth Plain for All Investment Strategy

May 22, 2023

Page 2 of 3

options, which will also be informed by priorities identified through previous planning and community engagement activities.

Phase 2 (May-June 2023): The project team will take the list of potential investment options compiled from Phase 1 back out to the community to:

- Confirm that staff interpreted input from Phase 1 correctly and created investment options that the community would like to see implemented.
- Invite the community to help prioritize projects and programs that they would like to see implemented using ARPA funding between now and 2026. This will include participatory budgeting activities and input will be used to create the final Investment Strategy.

In order to foster more in-depth conversations with key stakeholders in the community, the project team created an Investment Strategy Committee (ISC), which is comprised of a diverse set of 15 community members, including residents, business owners, multiple youth members, neighborhood association members, and representatives from multiple culturally-specific and community-based organizations whose work focuses on supporting the Fourth Plain community. The ISC will meet at least four times throughout the project to help interpret input from the larger community and participate in a participatory budgeting workshop that will inform project prioritization for the investment strategy and highlight potential investment options to be ARPA-funded.

Phase 1

Direct engagement activities during Phase 1—including key stakeholder briefings, small group meetings and presentations, in-person canvassing, digital amplification, a community survey, a postcard mailer, and the Hello Lamp Post text-based engagement platform—reached more than 9,000 households and business within the project area and resulted in more than 300 survey responses. The following themes emerged from feedback received across all outreach efforts:

- The community has experienced health, safety, and economic challenges since the start of the COVID-19 pandemic.
- Community members imagine a Fourth Plain corridor that is vibrant, healthy, and bustling with business activity and community celebrations.
- Investments in affordable housing, public services, street improvements, and placemaking, are most cited as ways to help create a safe, healthy, and vibrant Fourth Plain community.

More details on Phase 1 engagement are included in the Phase 1 Engagement Summary attached to this memo.

Based on discussions with the ISC and community feedback during Phase 1 engagement, the project team has highlighted five key categories of potential investment options:

- Community building & public health
- Economic development
- Parks and public spaces
- Housing
- Transportation and safety

Phase 2

Within each category are a variety of potential investments that could be funded with this effort. For example, the Housing category includes affordable housing project financing, land acquisition, and homeownership programs. Community feedback on these investment options will occur in a variety of ways throughout Phase 2, including: tabling events, the Hello Lamp Post text-based engagement platform, a second survey, an open house,

Fourth Plain for All Investment Strategy

May 22, 2023

Page 3 of 3

outreach to neighborhood and community groups, small group discussions, and ISC meetings #3 (May) and #4 (June), including the ISC's participatory budgeting workshop.

Whether or not there is widespread community support for the various investment options is the first filter to be applied in the evaluation criteria, which the project team co-created with the ISC. If a potential investment option has sufficient community support, it will move to the second stage in the evaluation criteria and be evaluated in each of the following ways: supports vision and goals, promotes equity, feasible with ARPA requirements, cost effective, and minimizes investment risk.

Timeline and Next Steps

The project team will continue to collaborate with the ISC and the broader community to develop and vet potential investment options this spring and summer. Potential investment options will be evaluated and ranked in collaboration with the community to arrive at a prioritized set of actions. Critically, the project team will identify actions to utilize ARPA funds that meet the following specifications: were most highly prioritized by the community, meet ARPA rules and regulations, and can be implemented within ARPA timelines (ARPA funding must be obligated by the end of 2024 and spent by the end of 2026).

The overall timeline for this project is as follows:

- February-April 2023: Phase 1 public engagement to gather input on community challenges, needs and desires.
- May-June 2023: Phase 2 public engagement to gather input on investment priorities.
- June-July 2023: Finalize list of investments for options that includes prioritized near-term actions to utilize ARPA funding.
 - July 10, 2023: City Council Workshop #3 to review identified investment options.
- August 2023: Finalize the Fourth Plain for All Investment Strategy.
- Fall 2023–Late 2026: Implement approved ARPA-funded projects and programs.
- Beyond 2026: Explore opportunities to implement long-term, non-ARPA-funded investments.

Attachments: Phase 1 Engagement Summary



Fourth Plain for All

Shannon Williams, Senior Planner, City of Vancouver

Monica Santos-Pinacho, PointNorth

Eddie Montejo, Parametrix

Vancouver City Council Workshop

June 5, 2023



Fourth
Plain
For All

Investing in Our Future

Agenda

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Investing in Our Future

- Project Overview
- Community Engagement Approach
- Investment Strategy Committee
- Phase 1 Engagement Summary
- Phase 2 Engagement Preview
- Project Timeline
- Next Steps

Project Overview

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- The City of Vancouver received American Rescue Plan Act (ARPA) funding in 2021
- City Council dedicated 75% of this funding to the Fourth Plain area, approximately \$30M
- Two main components:
 - Prioritized list of ARPA-funded projects
 - Longer term list of projects for the next 10 years
- Investments may include **affordable housing, anti-displacement programs, transportation, parks, economic development, and social support services**



Funding & Limitations

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- Total amount: ~\$30 million
- Must be obligated by end of 2024 & spent by end of 2026
- Funds can be spent on a wide variety of investments.

Key considerations:

- There must be a negative public health or economic impact resulting from or made worse by COVID; and
- The use of funds must be reasonably used to address the impact



Investment Area

Fourth Plain For All

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Investment Area

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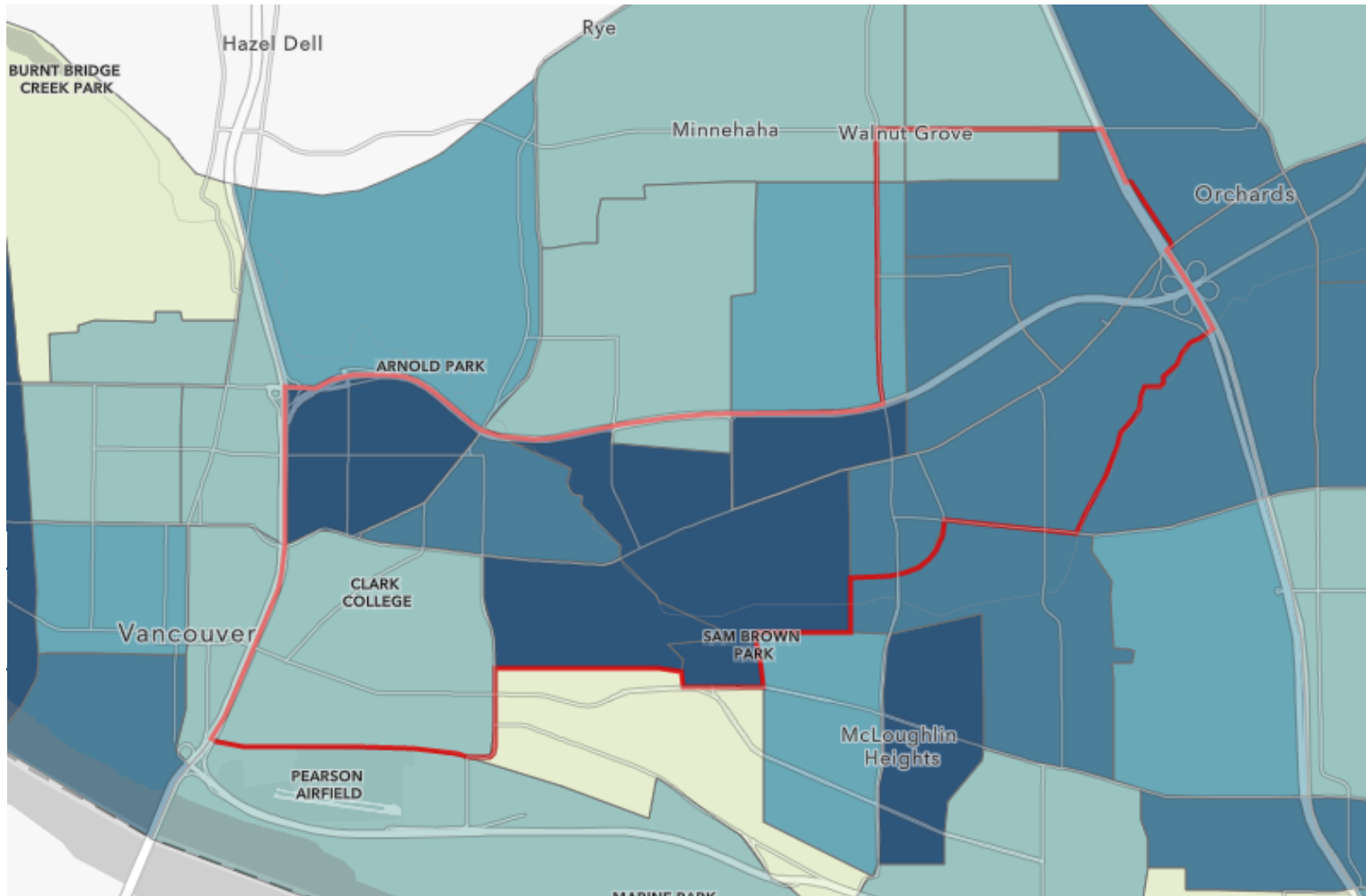
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Legend

 Project Boundary

Equity Index 2020 Census

 Highest
 High
 Average
 Low
 Lowest



Process Goals

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- Address community needs and challenges and strengthen neighborhoods, businesses, and individuals
- Co-develop a plan with the community that supports an equitable economic recovery post pandemic
- Select projects and programs that:
 - Build wealth
 - Increase community amenities and safety without leading to displacement



Community Engagement Approach

Provide meaningful, equitable, and accessible engagement opportunities to Fourth Plain community members that will guide and direct project processes and outcomes.

Fourth Plain for All – 8



Engagement Approach

Commitment to Inclusion:

- Spanish-speaking outreach staff & ambassadors who speak languages other than English
- Participation compensation, such as gift cards, transportation vouchers, childcare assistance
- Translation of engagement materials; interpretation also available
- Inclusionary practices for people experiencing disabilities including American Sign Language (ASL) interpretation upon request, accessible sites for meetings

Engagement Approach

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- **Phase 1 (February to April 2023):** Refine understanding of needs, challenges, opportunities to inform vision, goals, and potential investment options
- **Phase 2 (May to July 2023):** Confirm and prioritize the investments to move forward with, both now with ARPA funding and over the next 10 years



Engagement Strategy Session

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Investment Strategy Committee

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- 15 community representatives who live and/or work within the project area
- Diverse perspectives (businesses, students, neighborhood association, community-based organizations)
- Guide development of the Fourth Plain for All investment strategy
- Will meet four times this year



ISC – Meeting #1

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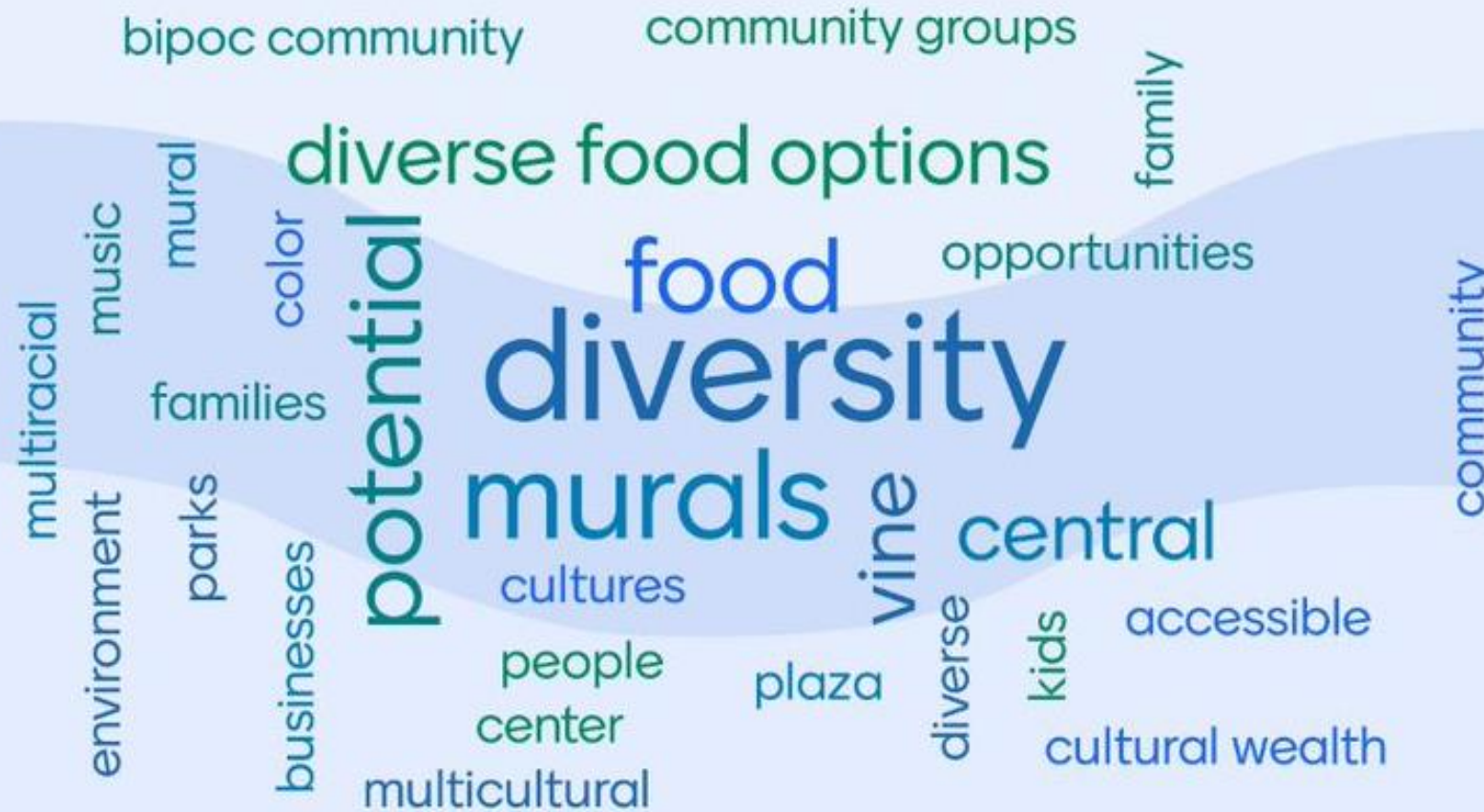
March 21: Gather input around current needs, challenges, and vision for the future of central Vancouver neighborhoods

- Community gathering spaces
- Opportunities to celebrate culture
- Parks improvements
- Affordable housing & avoiding displacement
- Placemaking
- Community health
- Feel safe and secure & overcome negative stigma
- Development opportunities for youth

“Let this be the last time we need to re-vitalize Fourth Plain!” –
ISC Member



Top 3 things that currently make Fourth Plain a vibrant community



ISC – Meeting #2

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April 27

- Review public feedback heard during Phase 1 outreach
- Discuss investment vision, goals, evaluation criteria, and long-term vs. immediate impact of potential investments



Vision Statement



Through continued investment, the people who live, work, and go to school in our community are **healthy, safe, and have greater access to opportunities**. Our ties to one another are strengthened through spaces to celebrate diverse cultures. People feel safe and are safe – whether walking, taking the bus, or visiting a park. Our neighborhoods are not only a local hub, but an international district that people love to visit – **a Fourth Plain For All.**

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Goals and Objectives

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Goal 1: Expand Economic Opportunity for All

Grow economic opportunity for residents, businesses, and organizations that call Fourth Plain home.

Goal 2: Expand Access to Affordable Homes

Focus on investments that improve the livability and desirability of the corridor, while ensuring the local community benefits from the added prosperity, builds wealth, and maintains access to stable housing.

Goal 3: Invest in Parks, Public Spaces, and Environment

Cultivate the “heart” of the corridor by focusing resources on public gathering places that celebrate cultural diversity, neighborhood parks, and natural destinations along Fourth Plain.



Goals and Objectives (cont'd)

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Goal 4: Foster Healthy Communities for All

Improve community health for all people, including individuals, families, and children.

Goal 5: Focus on Community Safety

Increase real and perceived public safety through creating places where people want to be, including place-based safety investments, transportation and street investments and community-led initiatives.



ISC Meeting #2: Evaluation Criteria

Community & ISC Support



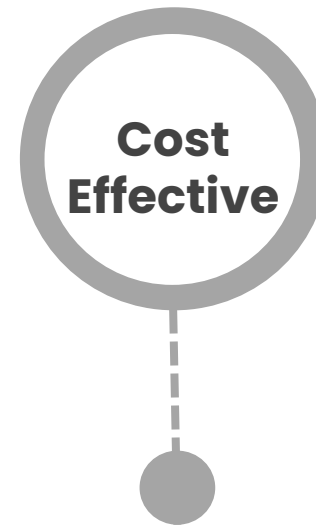
Clearly supports the goals and helps realize the vision



Supports underserved or marginalized people and businesses



Meets ARPA requirements and can be accomplished by 2026



Makes good use of catalytic public funds



Limits unknowns, has a clear path to implementation

ISC Meeting #2: Possible Investments

**Community
Building**

**Small Business
Support**

**Parks and
Public Spaces**

Housing

**Transportation
and Safety**



ISC Meeting #2: Immediate vs Long Term

Community
Building

Small Business
Support

Parks and
Public Spaces

Housing

Transportation
and Safety



Immediate: Small park improvements
– garbage cans, lighting

Long Term: Major park improvements
– design and construction



[illegible]

Phase 1: Community Survey

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75% live or work in
the project area

Needed investments

1. Affordable housing & homelessness prevention (65%)
2. Safe streets, crosswalks or sidewalks (55%)
3. Crime prevention and enforcement (51%)
4. Parks and green spaces (46%)

330+
survey
responses

Hopes for the future



Clean, vibrant & safe neighborhoods that are walkable/bikeable



Parks, trails & green spaces where families can exercise and play



Increased access to social and educational support services



Attract & retain diverse local businesses



Phase 1: Community Conversation

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Hello Lamp Post

- Text-based engagement platform
- Pilot for the FPFA project
- 65 signs placed throughout the project area
- Questions and information can change throughout the project



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Phase 1: Business Canvassing

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74 businesses engaged

Interest in investments that address homelessness, drug use and addiction, crime prevention, road maintenance, clean and safe streets, and more green spaces.

"I do not know how long we can afford the cost of cleanup after vandalism."

"Customers are not coming in and we are looking into relocating soon, after 27 years in this location."

"Homeless shelters have created an increase in safety concerns."



Phase 1: Tabling and Presentations

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Concerns

- Safety and crime
- Displacement and homelessness
- Mental health
- Road maintenance

Desires

- Clean and safe parks
- Youth + Community Centers
- Healthy food options + accessible food banks
- Pathways to property ownership
- Traffic calming and enforcement
- Better street lighting



Phase 1: Project Ambassadors

Ambassadors:

- Represent Vietnamese, Chuukese, Russian, and Ukrainian communities
- Review communications materials
- Provide direct liaison and outreach to their communities

Outreach activities

- Interpretation & translation during business canvassing
- Appropriate voices sharing information & encouraging call-to-action
- One-on-one feedback sharing + briefings

Phase 1: Outreach Materials

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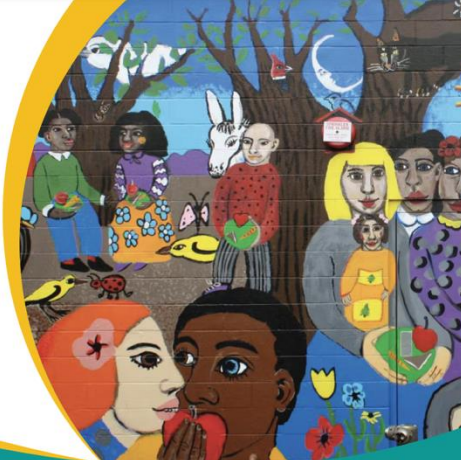
Fourth Plain For All
Investing in Our Future

How would you invest \$25 million into Fourth Plain area neighborhoods?

¿Cómo invertiría \$25 millones en los vecindarios del área de Fourth Plain?

Take the survey!
¡Participa en la encuesta!
www.beheardvancouver.org/fpta

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Fourth Plain For All
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Ewe City a kan kuut katonong seni nenien nonom won ifa usun ach sipwene isenanong nap seni \$25 million moni seni muunap ngeni non nenien Fourth Plain nenien nom kena nefinen I-5 me I-205.

Nenien ewe angang

Tutulap

- Neni repwene isenanong Moni
- An kena



Me non ekkewe wunungat ier kena repwe etto, ewe angangen Fourth Plain Ren Meinisin epwene finata ifa usun an ewe City epwene isenanong \$25 million non ewe central Vancouver nenien nom kena arun Fourth Plain Boulevard kinisou ngeni monien muunap kena ra angei seni non ewe American Rescue Plan Act.

Foforinong seni Neniach

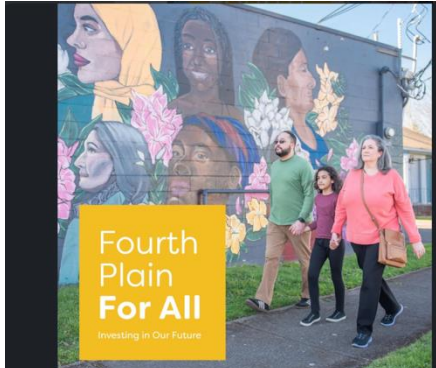
Fourth Plain ren Meinisin epwene pachenong ruwow rounun foforinongen nenien nonom:

Round 1 (February–April 2023)

Kich sipwene towow non ewe nenien nonom kakapas ngeni chon nom kena me pwan bisinis kena ren ach sipwe weweli ekkewe apetino kena non ei attun, mochenir kena me pwan anean kena ren ewe Fourth Plain nenien nonom. Ei katonong epwene eada ren ach sipwe forata ew maaketiwren ren meni eochun met sipwe isenanong moni non finin kena.

Round 2 (May–June 2023)

Kich sipwene angei ewe maaketiwren ren meni finin met sipwene isenanong moni non sefaniwow ngeni ewe nenien nonom ren afatenon pwe kich sia forata finin met sipwene isenanong moni non kena ina ewe nenien nonom epwene mochen kuuna an epwe foforinong. Kich sipwene asorato ewe nenien nonom ren an epwe aninis ne ateteni aewin angang kena me pwan program kena. Ei katonong epwene



Fourth Plain For All
Investing in Our Future

City of Vancouver, Washington
4,044 followers

Over the next three years, the City of Vancouver will invest federal ARPA funds to help uplift and strengthen central Vancouver neighborhoods. How would you invest \$25 million into Fourth Plain area neighborhoods? Take this quick survey to help identify short and long-term investment priorities: <https://lnkd.in/g5AgRqH4>

¿Cómo invertirías \$25 millones en los vecindarios del área de Fourth Plain? ¡Participa en la encuesta y compártenos tu opinión! <https://lnkd.in/g5AgRqH4>

Like Comment Repost Send

Add a comment...

Most relevant

Joseph H. (He/Him) · 2nd · 1hr Professional
This is much needed.

Phase 1 Summary

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- 8 community members participated in Engagement Strategy Session
- 15-member Investment Strategy Committee convened and met twice
- Recruited five project ambassadors for direct outreach
- 14,000 postcards mailed to project-area residences
- 74 businesses engaged through canvassing
- Presented at 4 neighborhood associations
- 50+ community members engaged through tabling
- 300+ survey responses



Phase 2: ISC Meetings

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Meeting #3 (May 30):

- Review refined investment options
- Participatory budgeting exercise to aid in prioritizing ARPA-funded projects

Meeting #4 (June 27):

- Review ARPA investment strategy and discuss long-term investment strategy



Phase 2: Broad Engagement

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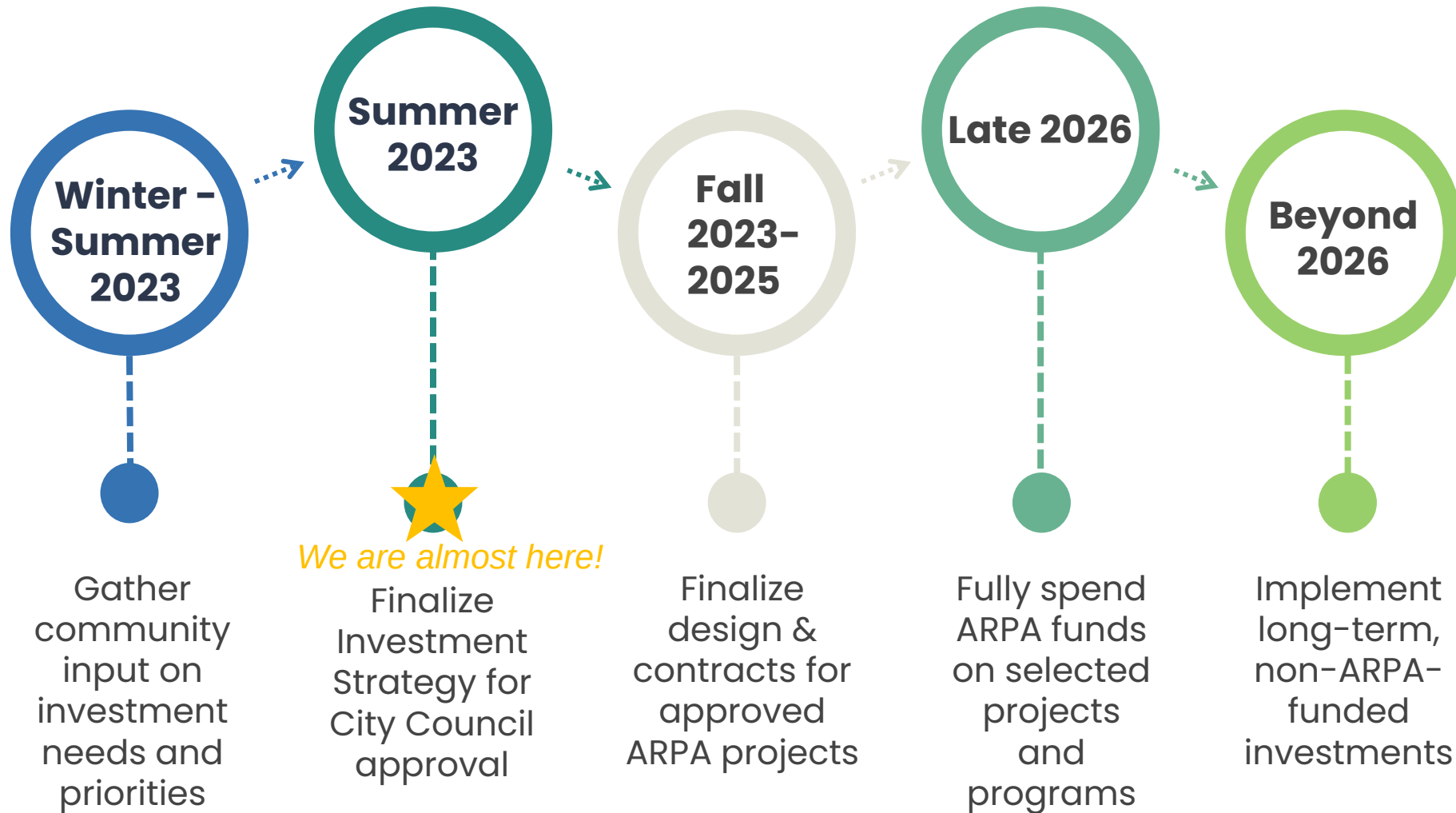
- Open House @ Multicultural Fair
- Additional community tabling
- Updated survey



Project Timeline

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Next Steps

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- June 2023: Continue public & stakeholder collaboration
- June/July 2023: Develop draft investment strategy
 - **Review proposed investment options with Council at the July 10th Council Workshop**
- August 2023: Bring final investment strategy to Council for approval
- August 2023–2026: Implement ARPA-funded investments





Questions?

www.beheardvancouver.org/fpfa

www.cityofvancouver.us/cdd/page/fourth-plain-forward

Fourth
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Investing in Our Future



DATE: May 17, 2023

TO: Shannon Williams, City of Vancouver
Angélica Martínez Sulvarán, City of Vancouver

FROM: Monica Santos-Pinacho, Jennifer Lutman, PointNorth
Ryan Farncomb, Nadine Appenbrink, Eddie Montejo,
Parametrix

SUBJECT: Phase 1 Community Engagement Summary

PROJECT NAME: Fourth Plain for All

Overview

In 2021, the City of Vancouver was awarded federal funding through the American Rescue Plan Act (ARPA) to help aid COVID-19 pandemic recovery efforts. Over the next three years, the City will invest more than \$30 million of this funding into central Vancouver neighborhoods near Fourth Plain Boulevard to address long-standing economic and health disparities made worse by pandemic-related challenges.

Through a community-driven process, the Fourth Plain for All project will identify, prioritize, and begin the implementation of a Fourth Plain neighborhood investment strategy. The Fourth Plain for All strategy will include two main parts:

- A list of long-term investment options to be implemented over the next 10 years.
- A list of priority projects that can utilize ARPA funding between now and 2026.

The project's community outreach team is planning and conducting ongoing engagement activities in two phases between February and July 2023. The summary covers engagement objectives, tactics, and outcomes during Phase 1 (February–April 2023).

Phase 1 Engagement Objectives

- Inform key stakeholders about project objectives, processes, and opportunities for engagement.
- Build trust and connections with community members and organizations who represent and/or serve Fourth Plain residents and businesses.
- Provide accessible opportunities for the Fourth Plain community to co-create the investment strategy for the project area.

Outreach Tactics

- **Engagement Strategy Working Group:** The project team convened a diverse group of eight community members who live and/or work in the project area. A facilitated discussion gathered input around current community needs and challenges, upcoming community events the project should be aware of, and suggestions for key stakeholders and representation the project should include in future outreach efforts. This session informed the strategy for all other project engagement activities.
- **Investment Strategy Committee:** The project's Investment Strategy Committee (ISC) advises and provides input regarding the Fourth Plain for All investment strategy. The opportunity to serve on this committee was advertised through the project website, City social channels, and targeted outreach to key stakeholders identified through the Engagement Strategy Working Group. Fifteen community members were appointed to the committee. All committee members live, work, or attend school in the project area; 86% self-identify as BIPOC; and four members are youth (24 years-old or younger). During Phase 1, the committee met twice to discuss current needs and challenges in the project area, their vision for how to best uplift and strengthen central Vancouver neighborhoods, and Fourth Plain for All investment goals and evaluation criteria.
- **Project Ambassadors:** Five multilingual project ambassadors engage in direct outreach efforts with the community on behalf of the project. They represent and have ties to Russian, Ukrainian, Hispanic, Chuukese, and Vietnamese communities in central Vancouver.
- **Business Canvassing:** In partnership with project ambassadors, the team conducted in-person visits to businesses within the project area. Businesses were asked to share their current challenges, needs, and desires for the future of their neighborhoods. The team shared flyers with information about the

project—including a QR code directing people to the community survey—and encouraged businesses to share with their staff and customers.

- **Community Tabling:** The project team staffed an informational table at Sea Mar Community Health Center and Bagley Community Park to share project information and gather feedback. Community members were invited to share concerns, challenges, and hopes for the future for central Vancouver neighborhoods.
- **Neighborhood Meetings:** The project team attended and presented at four neighborhood association meetings within the project area. Community members shared their concerns, challenges, and vision for the future of their neighborhood.
- **Community Survey:** A survey was developed in English, Spanish, Russian, Chuukese and Vietnamese to capture community input regarding challenges and needs within the project area. Survey participants were also asked to share how they would invest \$25 million into central Vancouver neighborhoods. The survey was made available online and in print forms at in-person engagement activities.
- **Postcard Mailer:** The team designed, printed, and distributed an informational postcard to residential and business addresses in the project area. The postcard included information in both English and Spanish, a QR code linking to the community survey, and contact information to contact the project team directly.
- **Project Fact Sheet:** A flyer, available in English, Spanish, Russian, Ukrainian, Chuukese, and Vietnamese, summarized general information about the project, invited community members to take the survey, and shared how to stay engaged via the project BeHeard website.
- **Digital Communication:** The project's BeHeard website provides information about the project, ARPA, and community engagement opportunities. Three rounds of social media content were produced and distributed via City channels, sharing engagement opportunities including the survey and ISC recruitment.

Direct Engagement Activities & Reach

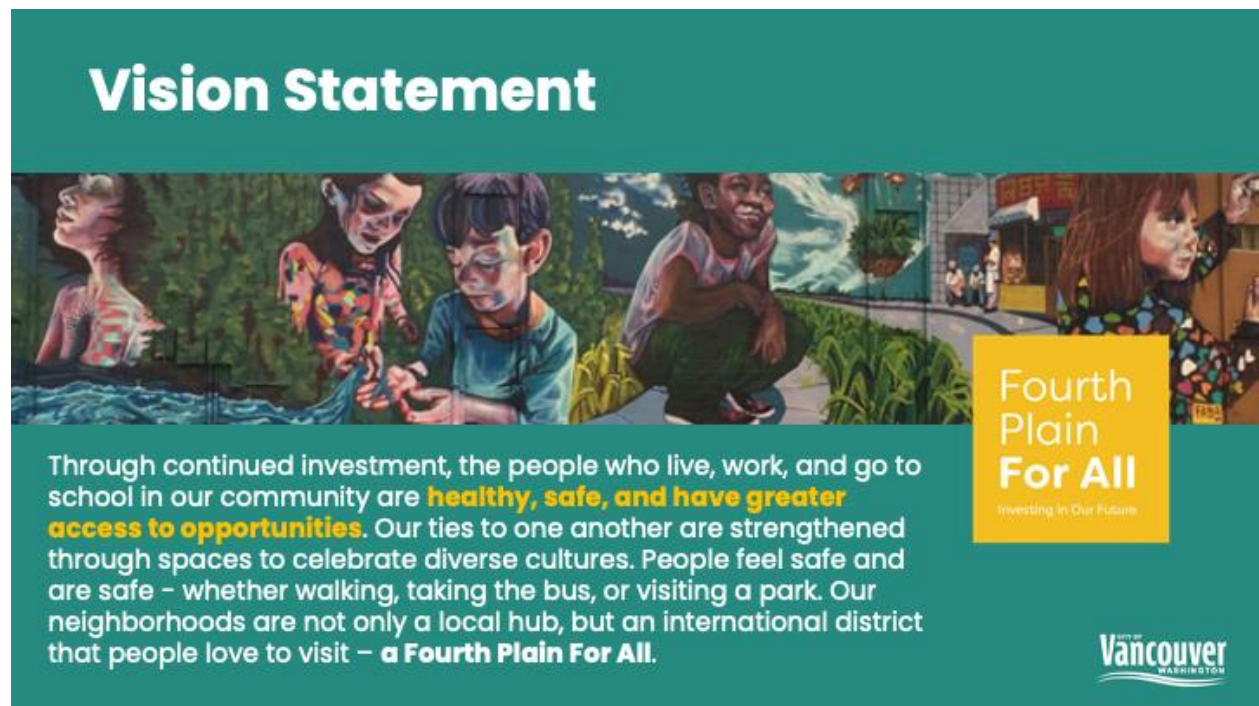
ACTIVITY	DATE	EVENT / LOCATION / GROUP	TOTAL REACH
Engagement Strategy Working Group	February 6	Key stakeholder representatives @ Fourth Plain Forward offices	8
ISC Meetings 1 & 2	March 21 & April 27	ISC Members @ Fort Vancouver High School	15
Tabling	March 30	Sea Mar Community Health Center	20
	April 22	Sustainable Communities Fair @ Bagley Community Park	32
Neighborhood Meetings	March 15	Meadow Homes Neighborhood Association	~31
	March 15	Fourth Plain Village Neighborhood Association	
	March 28	Rose Village Neighborhood Association	
	April 19	Walnut Grove Neighborhood Association	
Business Canvassing	April 12 - 14	Businesses within nine central Vancouver neighborhoods	74
Mailer	Week of March 27	Residents and businesses in zip codes: • 98661 • 98662 • 98663 • 98665	14,000
Community Survey	March 16 - April 30	Fourth Plain community	333 surveys

Feedback Summary

QUESTIONS

The outreach team prioritized asking the following questions during Phase 1 engagement efforts with members of the community:

- What challenges have you, and your community, faced since the start of the COVID-19 pandemic?
- What is the hope for the future of your neighborhood?
- What investments are most needed in central Vancouver neighborhoods?



Vision Statement

Through continued investment, the people who live, work, and go to school in our community are **healthy, safe, and have greater access to opportunities**. Our ties to one another are strengthened through spaces to celebrate diverse cultures. People feel safe and are safe – whether walking, taking the bus, or visiting a park. Our neighborhoods are not only a local hub, but an international district that people love to visit – **a Fourth Plain For All**.

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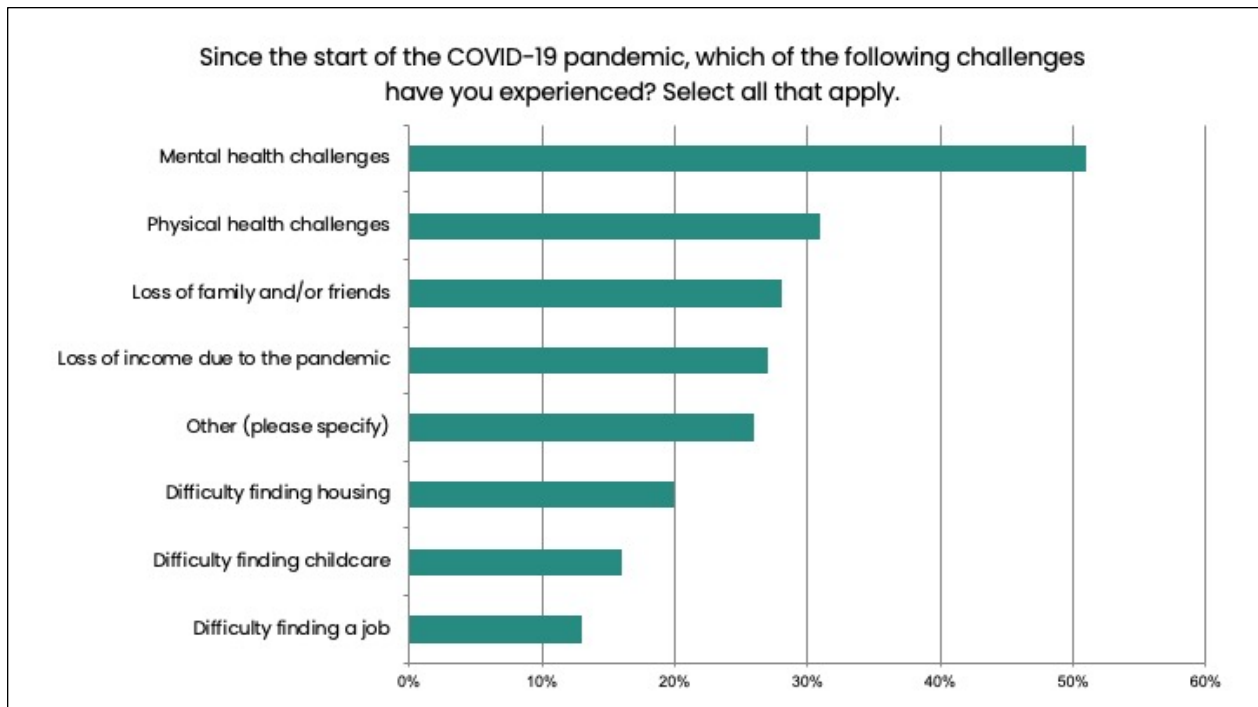
City of Vancouver
WASHINGTON

THEMES AND FEEDBACK

The following themes emerged from feedback received across all outreach efforts throughout Phase 1.

The community has experienced health, safety, and economic challenges since the start of the COVID-19 pandemic.

- Survey respondents report mental health challenges (52%), physical health challenges (30%), and loss of family and/or friends (28%) as a result of the pandemic.



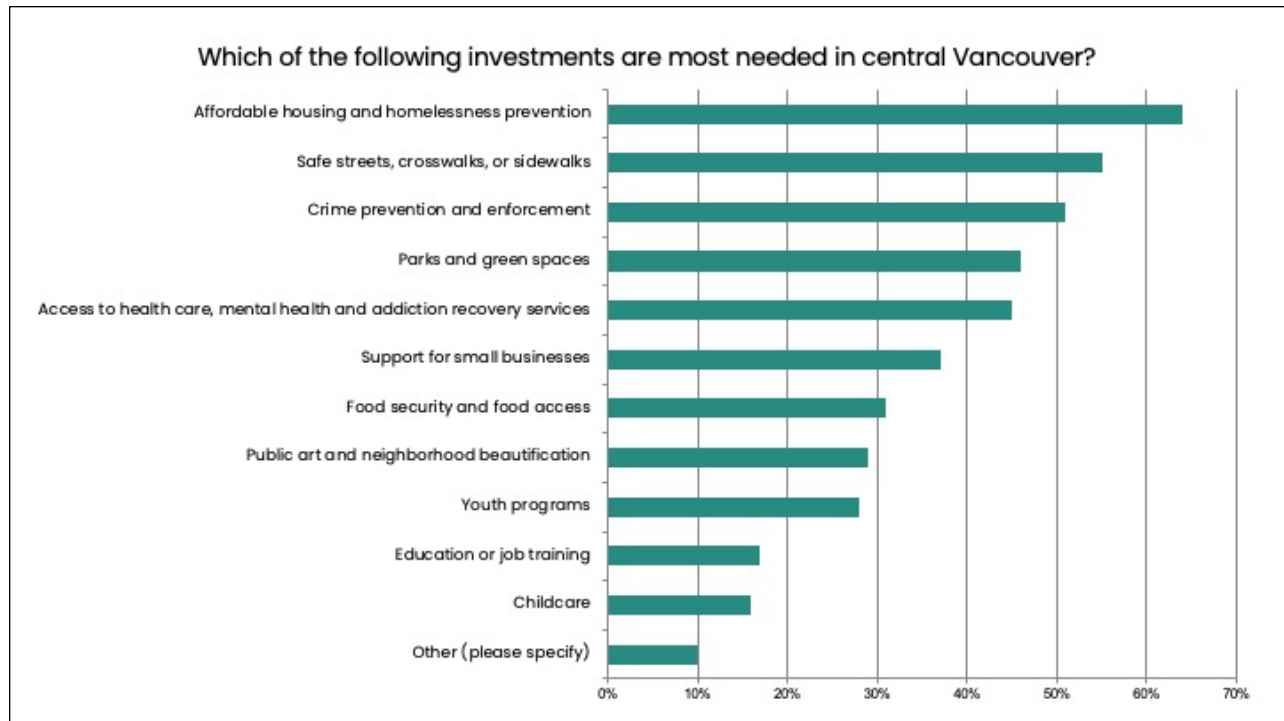
- Businesses within the project area report concerns about drug use, vandalism, theft, violence, and encampments near their buildings. Some shared that they plan to move to a new location or close their businesses due to these challenges.
- Business needs have been made worse by the pandemic (e.g., repairs, staffing shortage, rent increases).
- ISC members report the need for safe streets, community gathering spaces, youth support, and investments that will help overcome the negative stigma and fear of the Fourth Plain corridor.

Community members imagine a Fourth Plain corridor that is vibrant, healthy, and bustling with business activity and community celebrations.

- Diversity, food, murals, and people make Fourth Plain a vibrant community.
- In the future, ISC members want to see happy, healthy families thriving in the Fourth Plain corridor. They want to see people throughout the region travel to the Fourth Plain corridor to shop, eat, play, and celebrate different cultures.
- Survey respondents express hope for clean, safe neighborhoods that are walkable and bikeable, parks and green spaces where families can play and exercise together, increased access to social and educational services, and ability to attract and retain diverse businesses in central Vancouver.
- Access to healthy food options is important for community health.

Investments in affordable housing, public services, street improvements, and placemaking, are most cited as ways to help create a safe, healthy, and vibrant Fourth Plain community.

- Investments most important to survey respondents include affordable housing and homelessness prevention (65%), safe streets, crosswalks or sidewalks (55%), crime prevention and enforcement (51%), and parks and green spaces (46%).



- Beyond the need for shelter, survey respondents often tie homelessness challenges with needs for mental health and addiction recovery support.
- Businesses are interested in investments that address homelessness, drug abuse and addiction, crime prevention, road maintenance, clean and safe streets, and more green spaces.
- Investments in youth through scholarships, grants, and mental/emotional support can help prevent displacement and ensure the next generation will thrive in the Fourth Plain corridor.
- Placemaking and community gathering spaces are important to the community.
- ISC members agree both immediate and long-term investments are needed, however investments that provide sustainable, long-term impact should be prioritized for ARPA dollars.

What's Next

The project team will use feedback collected during Phase 1 to create a list of recommended investment options. These options will be shared during Phase 2 outreach and continue community-centered work towards identifying immediate and long-term Fourth Plain for All investment strategies. Planned Phase 2 outreach activities include:

- Additional tabling at community events and organizations within the project area.
- At least two additional meetings with the ISC to review investment options and solicit feedback regarding the group's investment priorities.
- Sponsor and host a project open house at the Multicultural Cultural Resource Fair held at Hudson's Bay High School on June 3, 2023, from 11am - 3pm to solicit feedback from the community regarding investment options and priorities.
- Update community survey to reflect potential investment options informed by Phase 1 feedback and solicit input; share survey widely via City social media channels and ISC member amplification.

Multifamily Tax Exemption Program Update

City Council Workshop
June 5, 2023



Patrick Quinton
Director
Economic Prosperity and Housing



Agenda

- Objectives
- MFTE Purpose
- Current Program
- Update Process
- Program Review
- Proposed Changes
- Forum & CCRA Feedback
- Next Steps
- Discussion

Objectives

- Review and provide feedback on final program changes
- Provide direction on open questions for program options and requirements
- Provide feedback on timing for CCRA and City Council action

What is the Multifamily Tax Exemption Program



Building incentive
targeted to specific areas



Why is MFTE Beneficial?

Economic Development

- Spurs development in underinvested areas
- Attracts additional private investment
- Supports local businesses through household growth.



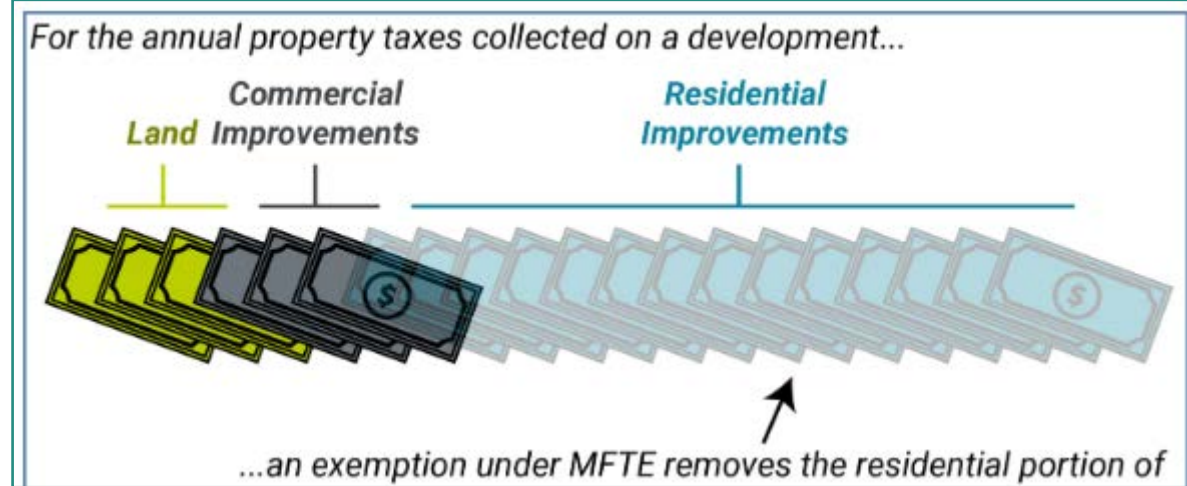
Why is MFTE Beneficial?

Affordable Housing

- Increases supply of units to meet demand
- Reduces vacancy rate pressure
- Provides limited-term income-based rent restrictions



Impact on Tax Revenues



- Not completely exempt from taxes
- Exemption only for residential structure tax value
- Land value taxes are still paid
- Commercial Structure value taxes still paid
- Construction / materials taxes still paid

Impact on Tax Revenues

Income Based- 8 year exemption			
Tax Year	Taxes paid	Timeline	Tax Value
2031	\$316,346.00	Back to Tax Roll	Project goes back to tax rolls at the "New Construction" value
2030	\$175,815	Year 8 exemption	Land Value taxes still paid during MFTE Exemption at "improved" rate
2029	\$173,217	Year 7 exemption	
2028	\$170,657	Year 6 exemption	
2027	\$168,135	Year 5 exemption	
2026	\$165,650	Year 4 exemption	
2025	\$163,202	Year 3 exemption	
2024	\$160,790	Year 2 exemption	
2023	\$158,414	MFTE Exemption starts	Development owner still pays full land and structure value taxes during construction
2022	\$219,017	Year 3 construction	
2021	\$33,136	Year 2 construction	
2020	\$16,427	Year 1 construction	
2019	\$8,754.00	Vacant Land	Land Only

- Paying less tax than without exemption
- Paying more than “vacant” land status

Current MFTE Program Overview



Program Options

Market Rate Project

- 8-year exemption
- Negotiated development agreement on public benefit elements equal to 25% of estimated foregone tax benefit
- Interim Climate Action LEED Gold or equivalent

Income-Based Project

- 8 -year 20% of units at 100% median family income
- 10-year 20% of units at 80% median family income
- 12-year 20% of units at 60% median family income



MFTE Production History

Year	Projects	Total Units	Income-Based Units
2011- 2014	6	538	45
2015	5	522	43
2016	5	215	24
2017	5	528	57
2018	1	147	0
2019	7	564	56
2020	3	463	38
2021	4	478	53
2022	2	245	10
2023	7	1190	59
To-date			
Total	45	4890	385

Why Change?

- 6 years since last substantial review
- Substantial RCW changes
- Expand program to other areas of city
- Incentivize density and affordability
- Simplify public benefit negotiations



Update Process

2022

**Housing Market
&
Program
Analysis**

Feb-
April
2023

Public Outreach

- **Be Heard**
- **Developer Forum**
- **Community Forum**

June
2023

**Final Draft
Preparation
and
CCRA Review**

July
2023

**City Council
Ord Hearing
Implementation**

Program Evaluation



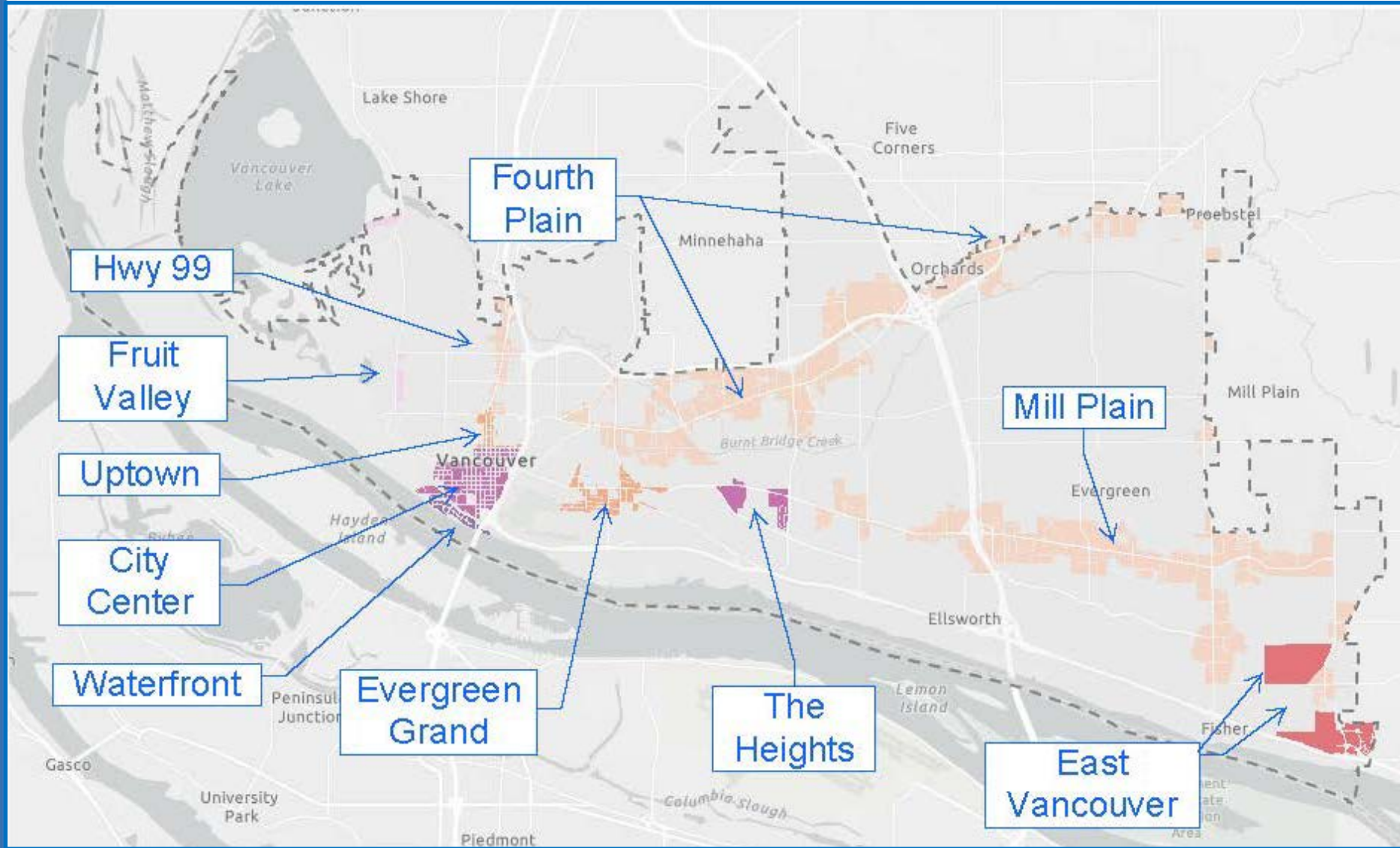
- Evaluate Vancouver housing market and development trends
- Test various MFTE options and impacts on development feasibility in new areas
- Determine optimal changes to program and recommend potential expansion areas

ECONorthwest Recommendations

- Expand MFTE to additional target areas.
- Prioritize density based on goals in each target area
- Target 80% AMI units for affordability
- Implement fee-in-lieu option on market-rate projects to achieve deeper affordability (60% AMI and lower)
- Make other policy or investment changes to help MFTE be more effective

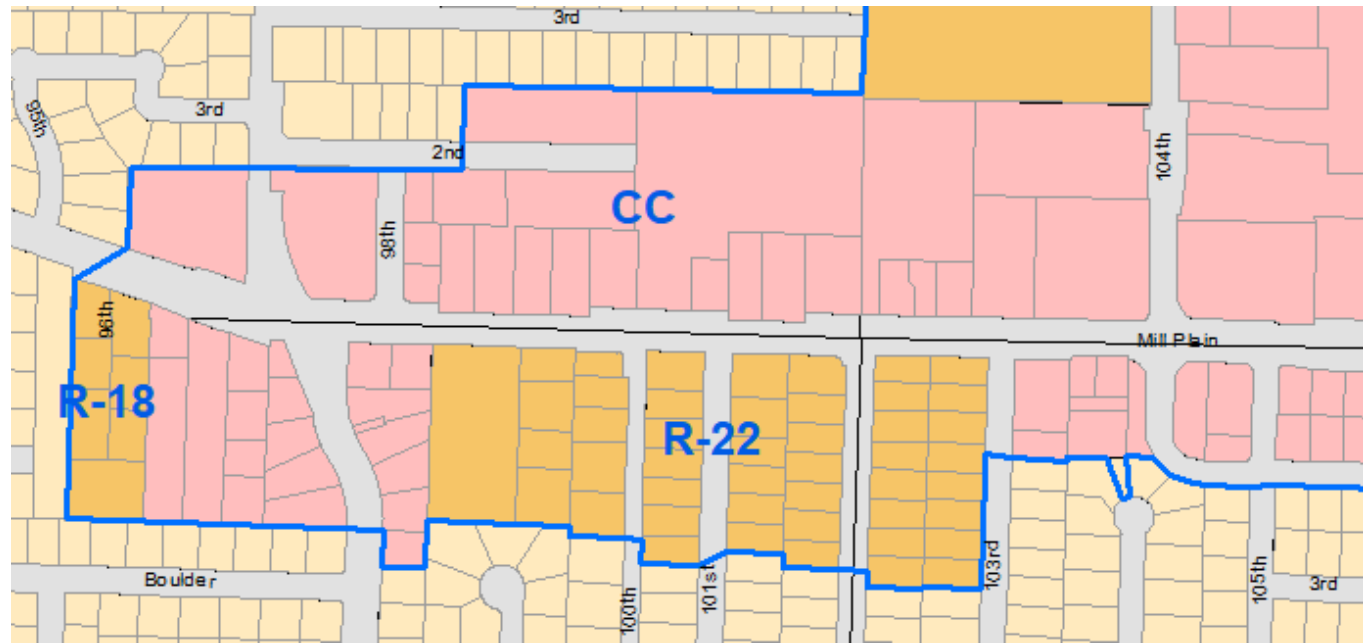
Proposed - Properties with Density Targets

	90 Units Per Acre
	160 Units Per Acre
	200 Units Per Acre
	225 Units Per Acre
	275 Units Per Acre



Density Methodology

- Density goals calculated based on maximum density for commercial district zoning
- Density bonus for 3+ bedroom units
- Parcels in multifamily zones unlikely to meet density goals and will pay fee-in-lieu to participate



Comprehensive Plan Coordination

- Comprehensive Plan update will review zoning and density goals throughout city and incorporate new growth targets.
- Comp Plan update will result in code changes that open up new areas for multifamily development and increase density to achieve housing goals.
- An update to MFTE target areas and density goals will be necessary after Comp Plan update.

Proposed Exemption Types

Market Rate:
8-year Fee in Lieu

Market Rate:
8-year Density incentive
/ Fee in Lieu

Income-Based:
12-year
20% of total units
restricted at 80% AMI

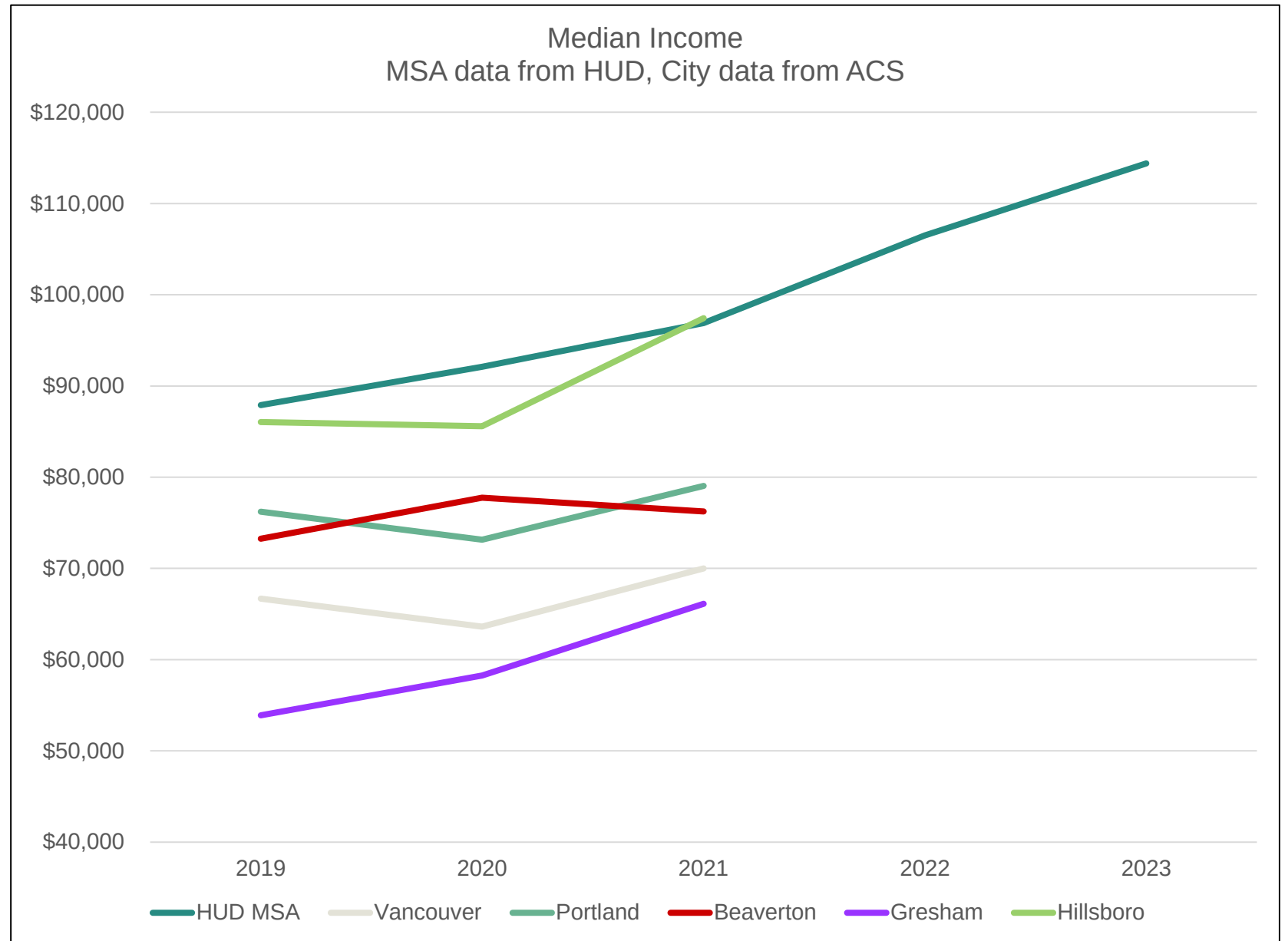


Residential Target Area	Program Options		
	Market Rate Fee in Lieu	Market Rate Fee in Lieu / Density	Income based Units
Downtown Waterfront	50%	275 dwelling units/acre + 25% fee	20% of total units restricted to households earning 80% or less of median family income (MFI)
VCCV	50%	225 dwelling units/acre+ 25% fee	
East Vancouver	50%	200 dwelling units/acre+ 25% fee	
Uptown	25%	160 dwelling units/acre	
Evergreen / Grand	25%	160 dwelling units/acre	
Fourth Plain	25%	90 dwelling units/acre	
Mill Plain Corridor	25%	90 dwelling units/acre	
HWY 99 Corridor	25%	90 dwelling units/acre	
Fruit Valley	0%	Minimum 4 units	
The Heights*	Not Available	Not Available	

*Market rate options removed to meet Heights District Plan goals

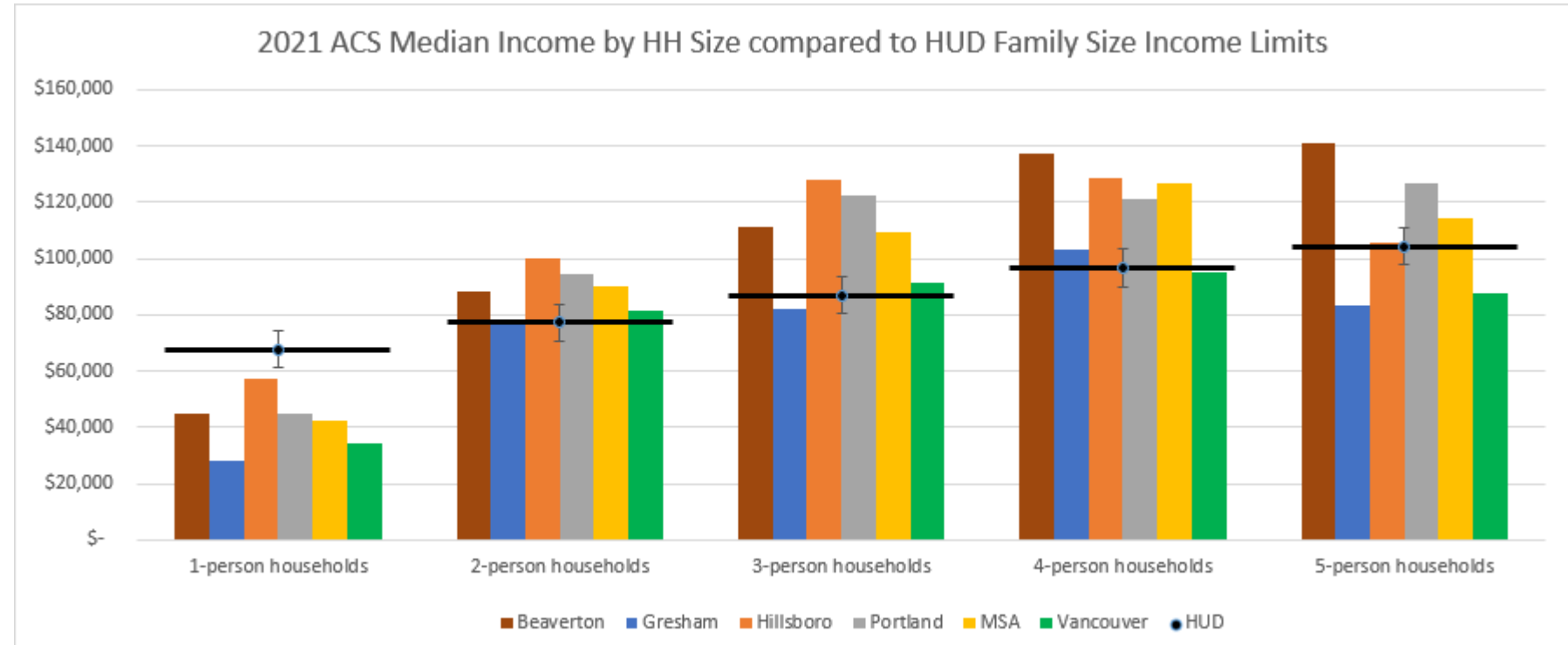
Median Income Trends

Increases in MFI reflect rising incomes in Metro Portland Communities



Median Income by Household Size

Vancouver tracks HUD Income Limits



Rent Comparison

80% MFI vs. Fair Market Rents (FMR)

80% MFI Projects Moderate Rents in High Demand Areas

Unit type	80% MFI	FMR
Studio	\$1,579	\$1,500
1-bed	\$1,692	\$1,610
2-bed	\$2,030	\$1,839
3-bed	\$2,346	\$2,574

Data Reference: HUD established 2023 income limit data and Fair Market Rent

Additional Changes



- All projects subject to green building policy
- 7% cap on annual rent increases for five years after exemption period for income-based projects
- Elimination of 10-year exemption option
- Market rate projects approved as contracts on consent rather than negotiated development agreement

Proposed Fee Schedule

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

MFTE Forum Outreach



- Be Heard / Facebook / Instagram
- Developer forum held March 22
- Neighborhood forums held March 23 and March 30
- CCRA Review May 18 / June 15

Community Forum Feedback



Values:

- The post exemption 7% annual rent increase cap for 5-yr will help reduce displacement of low-income families
- Adding additional MFTE target areas will help bring more services/commercial to neighborhoods
- Planned along transit routes to reduce potential traffic

Challenges:

- 7% for the annual post exemption rent increase seems to high
- Potential parking encroachment into adjacent neighborhoods
- Tax shift from developers to all other city residents

Suggestions:

- Need more family size, 3- and 4-bedroom units
- Need more ownership opportunities

Developer Forum Feedback



Values:

- Additional target areas will create more opportunities
- Eliminating the uncertainty of public benefit negotiation

Challenges:

- Higher density minimum is a disincentive for 3-4 bedroom units
- Ground floor commercial space and parking requirements also make density goals difficult
- 7% annual rent increase for 5-yr on affordable units

Suggestions:

- Apply MFTE retroactively to existing projects
- Provide clear direction on green building requirements

CCRA Feedback



- Proposed changes improve clarity of program requirements and procedures and simplify public benefit calculation and approval
- Geographic expansion should result in new development throughout city
- Consider using a CPI factor on the post extension rent increase limit
- Current market conditions will likely result in unanticipated impacts
- Annual report and evaluation is needed to identify potential changes to adjust to evolving market conditions

Next Steps



June 15	June 26 & July 3	July 5
CCRA	City Council Public Hearings & Action	Implement New Code and Guidelines

Objectives

- Review and provide feedback on final program changes
- Provide direction on open questions for program options and requirements
- Provide feedback on timing for CCRA and City Council action

Open Issues

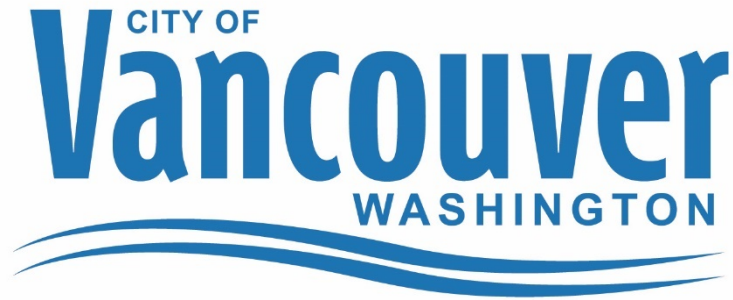


- Should Fruit Valley be included in the program?
- Should program allow renewal of 12-year exemption for income-restricted projects?
- Should another MFTE option be added to promote condominium development?
- Should rent rate cap on income-restricted units be tied to CPI?
- What is preferred reporting schedule?
- Should an update be planned in next 2 years?

Thank You

To learn more visit: www.beheardvancouver.org





Multi-Family Housing Tax Exemption

Program Manual
Final DRAFT
June 2023



Columbia



Jefferson



Roosevelt

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PROGRAM CONTACTS:

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Samantha Whitley, Housing Manager, 360-487-7952 or samantha.whitley@cityofvancouver.us

PROGRAM SUMMARY

The Multi-Family Housing Tax Exemption (MFTE) Program allows for an 8 or 12-year tax exemption for the approved value of newly constructed or rehabilitated residential units. This exemption is authorized under Washington State Law (RCW 84.14) and the Vancouver Municipal Code (VMC 3.22).

The purpose of the MFTE program is to encourage private multi-family housing development and rehabilitation to accommodate population growth, provide housing close to employment, shopping, entertainment, and transit, and increase affordable housing options. Only projects located within designated Residential Target Areas (defined in Appendix A) are eligible to apply for the MFTE program.

The MFTE program offers tax exemptions for two types of housing developments:

Income-Based Housing

Income-Based Housing is defined as housing with a minimum of 20% of the total development units restricted to households earning 80% or less of median family income (MFI). Income-Based Housing is considered affordable when monthly housing costs (including basic utilities and any recurring fees required as a condition of tenancy) do not exceed 30% of a household's monthly income. Income and rent limits are updated annually and available in Appendix B.

Qualifying Income-Based Housing developments are eligible for a 12-year tax exemption and must maintain the affordability throughout the 12 years. After the initial 12-year exemption period, there is an additional five years when MFTE unit rents cannot be raised by more than 7% annually. Reporting and compliance will be required during this 5-year follow-up period as well.

Market-Rate Housing

Market-Rate Housing has no tenant income or affordability requirements, but instead is subject to a fee in lieu, minimum density requirement, or both. Market-Rate Housing developments are eligible to receive an 8-year tax exemption provided they pay the fee in lieu or meet the density requirements, or both, depending on the Residential Target Area. Requirements for each of the Residential Target Areas for Market-Rate Housing projects are listed on Page 11.

PROGRAM REQUIREMENTS

Both Income-Based and Market-Rate projects must meet certain requirements to be eligible for a tax exemption:

- The property must be located within a Residential Target Area (see map included at Appendix A).
- The project must have an assessor's property tax identification number to receive preliminary approval.
- The project must be used for multi-family rental housing or home ownership.
- The project must add a minimum of four or more dwelling units designed for permanent residential occupancy. (This excludes hotels, motels, or other short-term rental options that offer accommodation on a daily or weekly basis.)
- The project must be new construction, rehabilitation, or conversion of vacant, underutilized, or substandard buildings.
- The development must provide a minimum of 50% of its space for residential occupancy.
- Property proposed to be rehabilitated must not displace any existing residential tenants from the proposed development site. Proposed rehabilitation buildings must be vacant for at least one year unless a relocation plan is approved by the City.
- Projects that involve rehabilitation must provide evidence that the structure fails to comply with one or more building code standards. A statement from the Building Code Department is preferred.
- Projects must demonstrate ability to comply with the City's climate action green-building requirements at the time of MFTE application.
- Projects will require a contract with the City describing the option type and any conditions required.
- The project must be completed with a temporary or final building occupancy permit within three years from the date City Council approves the conditional certificate contract for the conditional certificate of tax exemption.
- Following the final certificate approval, projects will be monitored annually for ongoing compliance with program requirements.

APPLICATION PROCESS

The MFTE application is available online at the City's website (www.cityofvancouver.us/mfte) and submitted electronically through ZoomGrants.

A complete MFTE application shall include:

- A description of the project including the type of project and exemption requested;
- Description of units, number of bedrooms/bathrooms and projected rent or sales price;
- A statement acknowledging the potential tax liability when the MFTE period ends;
- A detailed project budget, financing plan and operating projections; and
- For rehabilitation projects, an affidavit that existing units have been unoccupied for at least 12 months, and verification of noncompliance with the minimum housing code.

In addition, applicants are asked to complete a Sources and Uses form and upload the following documents:

- Preliminary Site Plan
- Preliminary Floor Plans
- Elevations/Renderings
- Construction Budget
- Copy of Financing Agreement/Terms (if available)
- Operating Pro-Forma
- Description of Climate Action /green building measures
- Application Fee Receipt

Application Fees

The MFTE Program requires payment of the following fees at the time of application:

- Base application fee - \$5,000
- Per unit fee - \$75 per unit
- Auditor recording fee - \$205+ (depending on document size)

MFTE fees can be paid by:

- mail at City of Vancouver, PO Box 8995, Vancouver WA 98668-8995; or
- check dropped in the drop box behind City Hall in the parking area; or
- by phone with customer service by credit card at 360 487-8454.

Applications will be reviewed for completeness upon submission and application fee payment. The approval process typically takes approximately 90 days from submittal to council approval. Tax exemption application times do not include land use, engineering or building permit processing timelines. Please coordinate with the Development Review team on other project timelines.

After staff have reviewed the application and found that the project meets MFTE requirements, a contract will be drafted for approval by City Council. Upon approval of the contract, a conditional certificate is issued to the property owner.

PROGRAM TIMELINE

Application Submittal

- Owner submits MFTE application materials and fee receipt in ZoomGrants.

Staff Review

- Staff reviews application materials for "completeness".
- Staff calculates tax exemption financial analysis.
- Staff prepares draft MFTE contract.
- Director shall obtain city Council approve or denial of contract within **90 days** of receipt of complete application.

City Council Review

- City Council reviews and issues decision on MFTE application and contract.
- Following a City Council approval, the MFTE contract is signed, and Conditional Certificate issued.
- Following the conditional certificate approval date, applicant has **3 years** to obtain occupancy permit.

Project Completion

- Within **30 days** of project occupancy, owner submits required documentation for Final MFTE Certificate. If the MFTE contract is satisfied, the Director issues Final certificate.
- Applicant the records Final Certificate with the County Auditor.
- Staff submits Final certificate and required documents to County Assessor within **10 days**.
- Tax exemption begins on January 1 following final certificate submittal to Assessor.

Ongoing compliance

- Market-Rate projects submit annual reports to City for **8 years**.
- Income-Based projects submit annual reports to City for **12 years** during tax exemption.
- Income-Based projects report for an additional **5 years** on rent charged (not to exceed 7% increase per year) for total reporting/monitoring period of **17 years**.

PROJECT COMPLETION – FINAL CERTIFICATE

Beginning on the date of City Council approval of the MFTE contract, the property owner has three years to complete project construction and obtain an occupancy permit.

Upon completion of rehabilitation or new construction, the owner shall submit the information listed below to obtain the Final Certificate of Tax Exemption:

- Copy of occupancy permit;
- A statement of expenditures made with respect to each multi-family housing unit;
- A statement of the total expenditures made with respect to the entire property;
- A description of the completed work and a statement that the rehabilitation or new construction qualifies the property for a limited exemption;
- If applicable, a statement that the project meets the Income-Based Housing requirements as described in RCW 84.14.020 and VMC 3.22; and
- A statement that the development was completed within the required three-year period (Unless an extension was granted pursuant to VMC 3.22.040 I).

Once a Final Certificate of Tax Exemption is issued, it is recorded with the County Auditor and then all information is forwarded to the County Assessor's Office within 10 days, for implementation of the exemption through the property tax code. Tax exemption begins on January 1.

Conditional Certificate Extension

If the project does not receive an occupancy permit within three years from the City Council contract approval date, an extension up to 24 months may be granted if the applicant can meet the conditions of VMC 3.22.040 I. The applicant must submit a written request stating the grounds for the extension accompanied by a \$1,000 processing fee. Market-Rate Housing projects receiving an extension must pay the required fee in lieu in effect at the time extension is granted.

Duration of Exemption

The tax exemption begins January 1st of the year immediately following the calendar year in which the Final Certificate of Tax Exemption is issued. Following the expiration of the tax exemption period, monthly rents on Income-Based Housing restricted units may not increase more than 7% per year for the first five years after the end of the exemption period.

ANNUAL COMPLIANCE REVIEW

All MFTE projects are required to provide annual reports for the duration of the exemption period; 8 years for Market-Rate projects and 12 years for Income-Based projects. Income-Based Housing projects are required to report for an additional five years after the end of exemption period. Reports must be submitted using the City-provided form and include a notarized statement of compliance. Reports are submitted to the City of Vancouver Economic Prosperity and Housing Department MFTE Program.

Required reporting information:

- Address and name of project
- Total number of units
- For each unit:
 - Unit number
 - Number of bedrooms
 - Rental or owner-occupied
 - Indicate designated income-restricted unit (if required for tax exemption)
 - Monthly rent payment
 - Utilities included in the rent
 - Utilities paid by tenant
 - Household size and gross income (if required for tax exemption)
 - Sales price for owner-occupied units (if applicable)
- A description of any improvements or changes to the property completed after issuance of the Final Certificate of Tax Exemption

Compliance Monitoring Fee

There is a \$500 annual compliance monitoring fee due with each annual report.

Income-Based Housing projects are only subject to this fee during the initial 12-year period. There is no monitoring fee for the follow-up 5-year period to ensure that rental amounts are not increased more than 7% each year.

Change of Ownership

To ensure program compliance, property owners must provide notice to the City of Vancouver prior to any transfer of ownership or change in property management.

SPECIFIC INCOME-BASED HOUSING REQUIREMENTS

Income-Based Housing projects are eligible in every Residential Target Area and are required to meet the following:

Income and Rent Limits

Income-Based housing projects with a 12-year tax exemption must meet the tenant income and rent limit requirements for 20% of the units. These units must meet all the following:

- The household occupying the unit must have a gross income less than or equal to 80% of the median family income (MFI) based on household size for Vancouver. The regional MFI is updated annually by the U.S. Department of Housing and Urban Development.
- The household cannot pay more than the established limit for rent and utilities, based on unit size. (See Appendix B.)
- Rents for these units may not be higher than comparable market rate units in the property.

The property owner must maintain tenant information throughout the tax exemption period. The following records must be available for review upon request by City of Vancouver staff:

- Income documentation such as employment verification, pay stubs for the previous 90 days, or most recent tax return; and
- Methodology for determining annual income for non-salaried tenants.
- A lease with all occupants listed for each unit.

The household income of tenants in designated Income-Based Housing units must be reviewed initially and upon lease renewal or any rent increase, or added tenants to ensure eligibility. Total household income from all sources must be below 80% MFI to meet tax exemption requirements.

- If a tenant is over the maximum income upon review, the next available comparable unit must be leased to an income-eligible tenant.
- If an adult occupant (18 or older) is added to the household, the additional member(s) must be income certified.
- Tenants must disclose all income sources and adequate documentation must exist on file to support the income amounts disclosed.

Tenant-Paid Utilities

If tenants pay utilities, the maximum rent charged will require an adjustment for a utility allowance. Utility allowances are updated annually by the Vancouver Housing Authority and can be found on their website: vhaus.org/landlords/housing-choice-voucher-utility-allowances. The property owner may propose a project-specific utility allowance based on actual usage after the property has been operating for 12 months.

Unit Mix

Throughout the exemption period, the property must maintain 20% of its units as income-based units under the requirements of RCW 84.14 and VMC 3.22. Income-based units must be comparable in terms of size, features, and number of bedrooms to the remaining units in the project. Income-restricted units may float throughout the property; however, in order to maintain exemption status, the property must have 20% of the units leased as rent and income-restricted at all times.

SPECIFIC INCOME-BASED HOUSING REQUIREMENTS (Continued)

Advertising Units

The property owner must include information about the availability of designated income-based units when advertising the property. Please note that the City of Vancouver will provide a list of all Multi-Family Tax Exemption properties on its website, including the number of income-restricted units and contact information for the property owner/management company.

Information for Tenants

The City has prepared an information sheet for prospective/current tenants in tax exemption properties with designated Income-Based Housing units. See www.cityofvancouver.us/mfte.

Extension of Exemption

For Income-Based projects that are within 18 months of exemption expiration, the tax exemption period may be extended for an additional 12 years contingent on City Council approval. For the property to qualify for an extension the applicant must commit to renting or selling at least 20% of the multifamily housing units as Income-Based units low-income households earning at or below 80% median family income.

Extension expiration notice. At the end of both the tenth and eleventh years of the extension owners must provide tenants of MFTE Income-Based units with notification of intent to provide the tenant with rental relocation assistance as provided below.

Tenant Relocation Assistance. At the expiration of the exemption the applicant must provide tenant relocation assistance in an amount equal to one month's rent to qualified MFTE tenants within the final month of the qualified tenant's lease. To be eligible for tenant relocation assistance the tenant must occupy an Income-Based unit at the time the exemption expires and must qualify as a low-income at the time relocation assistance is sought. If Income-Based requirements remain in place for the unit after the expiration of the exemption, relocation assistance in an amount equal to one month's rent must be provided to a qualified tenant within the final month of a qualified tenant's lease who occupies an Income-Based unit at the time those additional affordability requirements cease to apply to the unit.

SPECIFIC MARKET RATE HOUSING REQUIREMENTS

Fee in lieu and density requirements for Market-Rate Housing projects vary based on the Residential Target Area in which the project is located. The eligible Residential Target Areas are listed below, along with the corresponding fee in lieu and minimum density requirements. The eligible properties within each Residential Target Area are identified on the map in Appendix A.

Residential Target Area	Market Rate Fee in Lieu	Market Rate Density
Downtown Waterfront	50%	275 dwelling units/acre + 25% fee
VCCV	50%	225 dwelling units/acre+ 25% fee
Uptown	25%	160 dwelling units/acre
Fourth Plain	25%	90 dwelling units/acre
Evergreen / Grand	25%	160 dwelling units/acre
East Vancouver	50%	200 dwelling units/acre+ 25% fee
Fruit Valley	N/A	N/A
Mill Plain Corridor	25%	90 dwelling units/acre
HWY 99 Corridor	25%	90 dwelling units/acre

To calculate the fee in lieu, financial information provided by the applicant is reviewed by the City Finance department to determine the projected tax liability to the project and the value of the benefit of the MFTE exemption. The fee is either 25% or 50% of the net present value of the property tax exemption over the life of the exemption, based on the requirements within each Residential Target Area. The Fruit Valley Residential Target Area does not require the payment of a fee in lieu.

Fee in lieu payments are paid to the City of Vancouver and are intended to support the development of affordable housing throughout Vancouver, regardless of the location of the project that made payment. Such funds will be invested at the sole discretion of the City. The timing of the payment will be determined upon approval of the MFTE contract and will reflect the particular circumstances of each development.

To incentivize larger family size units, a density bonus will be provided for 3-bedroom units and larger. For the market-rate density calculation, units with three bedrooms will count as 1.5 units and units with 4 bedrooms or more will count as 2 units.

NON-COMPLIANCE

Cancellation of Tax Exemption

If it is determined that the property owner is not complying with the terms of the MFTE contract, the tax exemption will be canceled. This cancellation may occur in conjunction with the annual review or at any other time when non-compliance has been determined. Payment of exempted taxes may be required for the period in which the project was in non-compliance with program requirements.

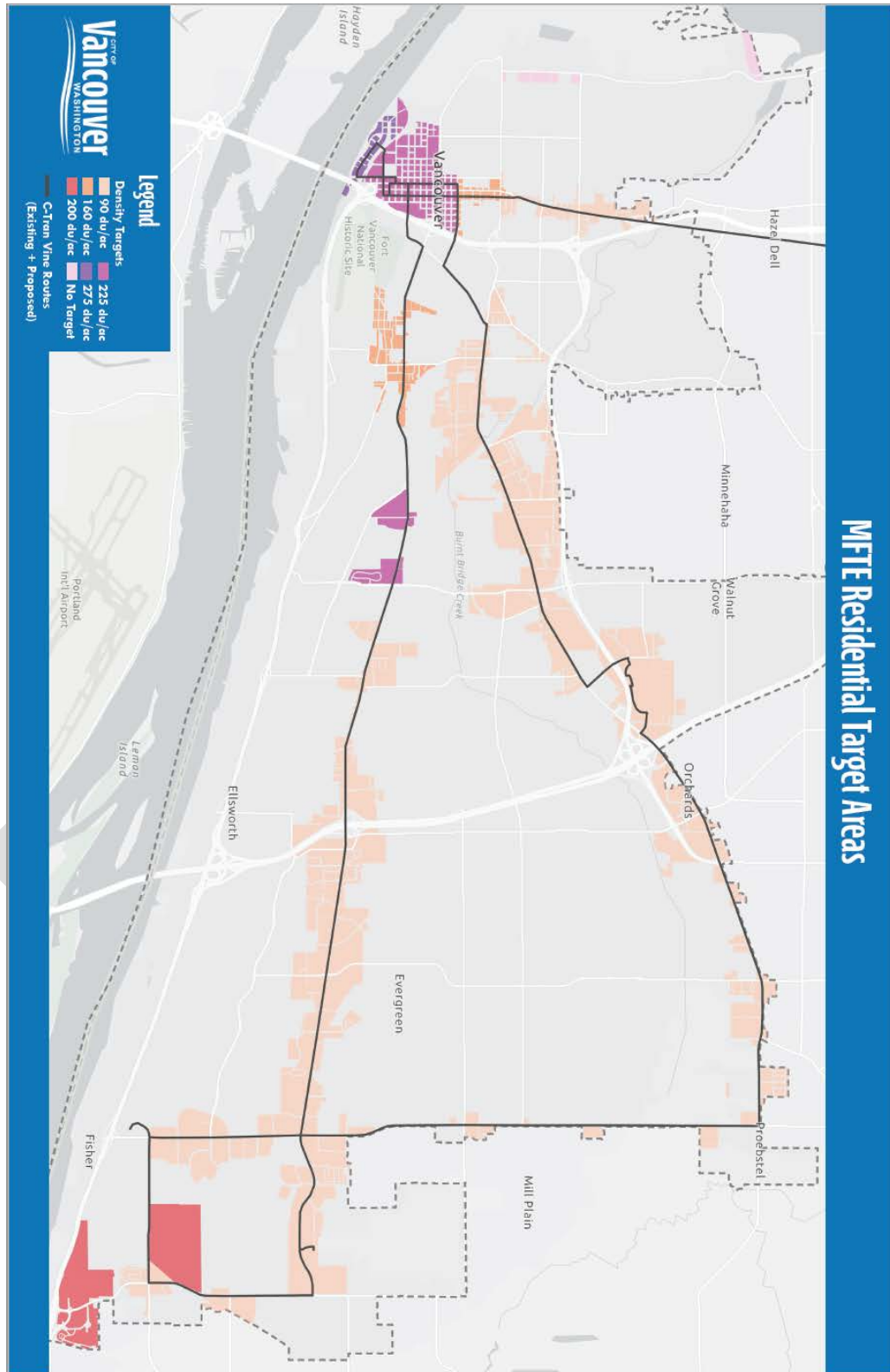
If the owner intends to convert the multi-family housing to another use, or otherwise discontinues compliance, the owner must notify the City and the Clark County Assessor at least 60 days prior to the change in use or program participation discontinuation.

If a tax exemption is canceled due to a change in use or non-compliance, the Clark County Assessor may impose an additional tax on the property, together with interest and penalty, and a priority lien may be placed on the land, pursuant to RCW 84.14.

Notice and Appeal of Cancellation

Upon determining that a tax exemption is to be canceled, the City shall notify the property owner by certified mail. The property owner may appeal the determination by filing a notice of appeal with the City Clerk within 30 days, specifying the factual and legal basis for the appeal. City Council will conduct a hearing where all affected parties may be heard and all competent evidence received. City Council will affirm, modify, or repeal the decision to cancel the exemption based on the evidence received. An aggrieved party may appeal City Council's decision to Clark County Superior Court.

APPENDIX A: RESIDENTIAL TARGET AREAS



APPENDIX B: INCOME AND RENT LIMITS FOR INCOME-BASED HOUSING UNITS

Income and rent limits are updated annually based on HUD Median Family Income (MFI) figures for the Vancouver-Portland area.

- **Income calculation:** For each designated Income-Based Housing unit, calculate the gross annual household income using documentation provided by the tenant. Include income for all adults in the unit (18 and older). Incomes must be recalculated annually and with lease renewals.

INCOME LIMITS

Income	1-person	2-person	3-person	4-person	5-person	6-person
80% MFI	\$63,150	\$72,200	\$81,200	\$90,200	\$97,450	\$104,650

Effective May 15, 2023. Source: www.hudexchange.info/resource/5334/cdbg-income-limits/

RENT LIMITS

Rent	Studio	1-BR	2-BR	3-BR	4-BR
Affordable to 80% MFI	\$1,579	\$1,692	\$2,030	\$2,346	\$2,616

Effective May 15, 2023. Source: [WSHFC | Asset Management and Compliance Employment Opportunities](#)

Rent Limit Calculations

Each Income-Based MFTE project has an contract with the City of Vancouver which establishes the number of Income-Based Housing units.

- The rent limit methodology is consistent with that used by the Washington State Housing Finance Commission and other jurisdictions around the state.
- The rent limits assume the household size is one person for a studio and an average of 1.5 people per bedroom for all other units.

E.g., The rent for a 3-bedroom unit is equal to 30% of the 80% income for a 4.5-person household (3 bedrooms x 1.5 people/bedroom = 4.5 people).

All rents include tenant paid utilities. If tenants pay utilities, the maximum rent charged will require an adjustment for a utility allowance. Utility allowances are updated annually by the Vancouver Housing Authority and can be found on their website: vhausa.org/landlords/housing-choice-voucher-utility-allowances. The property owner may propose a project-specific utility allowance based on actual usage after the property has been operating for 12 months.

APPENDIX C: PROGRAM DEFINITIONS

“HOUSEHOLD” means a single person, family or unrelated persons living together.

“INCOME-BASED HOUSING” means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone and any mandatory recurring fees required as a condition of tenancy for the unit, do not exceed 30 percent of the household’s monthly income. For the purposes of homeownership, the income limits are listed in VMC 3.22.040(D)(8), Options under the Program.

“MARKET-RATE EXEMPTION” option means an eight-year property tax exemption with no income or rent requirements, subject to the public benefit requirements as outlined in VMC 3.22.040(D)(8)(a).

“MEDIAN FAMILY INCOME” means the median income calculated annually by the United States Department of Housing and Urban Development for the Portland-Vancouver-Hillsboro metropolitan statistical area. Family median income is adjusted based on household size.

“MULTI-FAMILY HOUSING” means building(s) having four or more dwelling units designed for permanent residential occupancy resulting from new construction or rehabilitation or conversion of vacant, underutilized, or substandard buildings.

“PERMANENT RESIDENTIAL OCCUPANCY” means multi-family housing that provides either rental or owner occupancy for a period of at least one month. This excludes hotels and motels that predominately offer rental accommodation on a daily or weekly basis.

“REHABILITATION” means modifications to existing structures that are vacant for 12 months or longer, or modification to existing occupied structures which convert nonresidential space to residential space and/or increase the number of multi-family housing units.

“RESIDENTIAL TARGET AREAS” means an area within an urban center that has been designated by the city council as lacking sufficient, available, desirable, and convenient residential housing to meet the needs of the public.

Chapter 3.22

MULTI-FAMILY HOUSING TAX EXEMPTION

Sections:

- 3.22.010 Purpose.**
- 3.22.020 Definitions.**
- 3.22.030 Residential target area designation and standards.**
- 3.22.040 Tax exemptions for multi-family housing in residential target areas.**

3.22.010 Purpose.

The purpose of this ordinance is to encourage new private multi-housing development and redevelopment within designated urban centers to accommodate future population growth, provide places to live close to employment, shopping, entertainment, and transit services and encourage affordable housing where appropriate. (Ord. M-3987 §1, 2001; Ord. M-3314, 1997)

3.22.020 Definitions.

“Annual income” means gross annual income adjusted for household size and calculated based on verifiable income documentation provided by the housing applicant/tenant.

“Median family income” means the median income calculated annually by the United States Department of Housing and Urban Development for the Portland-Vancouver-Hillsboro metropolitan statistical area. Median family income is adjusted based on household size.

“Director” means the director of the city’s Economic Prosperity and Housing department or authorized designee.

“Growth Management Act” means Chapter [36.70A](#) RCW.

“Household” means a single person, family or unrelated persons living together.

“Income-based housing” means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone and any mandatory

recurring fees required as a condition of tenancy for the unit, do not exceed 30 percent of the household's monthly income. For the purposes of homeownership, the income limits are listed in VMC [3.22.040\(D\)\(8\)](#), Options under the Program.

"Market-rate exemption option" means an eight-year property tax exemption with no income or rent requirements, subject to the public benefit requirements as outlined in VMC [3.22.040\(D\)\(8\)\(a\)](#).

"Multi-family housing" means building(s) having four or more dwelling units designed for permanent residential occupancy resulting from new construction or rehabilitation or conversion of vacant, underutilized, or substandard buildings.

"Owner" means the property owner of record.

"Permanent residential occupancy" means multi-family housing that provides either rental or owner occupancy for a period of at least one month. This excludes hotels and motels that predominately offer rental accommodation on a daily or weekly basis.

"Rehabilitation improvements" means modifications to existing structures that are vacant for 12 months or longer, or modification to existing occupied structures which convert nonresidential space to residential space and/or increase the number of multi-family housing units.

"Residential target area" means an area within an urban center that has been designated by the city council as lacking sufficient, available, desirable, and convenient residential housing to meet the needs of the public.

"Urban center" means a compact identifiable district containing several business establishments, adequate public facilities, and a mixture of uses and activities, where residents may obtain a variety of products and services. (Ord. M-4332 § 2, 2021; Ord. M-4186 § 1, 2016; Ord. M-3987 § 1, 2011; Ord. M-3314, 1997)

3.22.030 Residential target area designation and standards.

A. *Criteria.* Following a public hearing, the city council may, in its sole discretion, designate one or more residential target areas. Each designated target area must meet the following criteria, as determined by the city council:

1. The target area is located within an urban center;
2. The target area lacks sufficient available, desirable, affordable, and convenient residential housing to meet the needs of the public who would likely live in the urban center if desirable, affordable, attractive, and livable places were available; and
3. The providing of additional housing opportunities in the target area will assist in achieving the following purposes:
 - a. Encourage increased residential opportunities within the target area, including income-based housing opportunities; or
 - b. Stimulate the construction of new multi-family housing and/or the rehabilitation of existing vacant and underutilized buildings for multi-family housing; or
 - c. Where appropriate, stimulate the construction, rehabilitation or conversion of existing vacant and underutilized multi-family rental units to owner-occupied multi-family housing as such property redevelops.
4. In designating a residential target area, the city council may also consider other factors, including, but not limited to: whether additional housing in the target area will attract and maintain an increase in the number of permanent residents; whether an increased residential population will help alleviate detrimental conditions in the target area; and whether an increased residential population in the target area will help to achieve the planning goals mandated by the Growth Management Act under RCW [36.70A.020](#). The city council may, by ordinance, amend or rescind the designation of a residential target area at any time pursuant to the same procedure as set forth in this chapter for original designation.
5. When designating a residential target area, the city council shall give notice of a hearing to be held on the matter and that notice shall be published once each week for two consecutive weeks, not less than seven days nor more than 30 days before the date of the hearing. The notice must state the time, date, place, and purpose of the hearing and generally identify the area proposed to be designated.

B. *Target Area Standards and Guidelines.* For each designated residential target area, the city council shall adopt basic requirements for both new construction and rehabilitation, including the application process and procedures. The city council may also adopt guidelines which

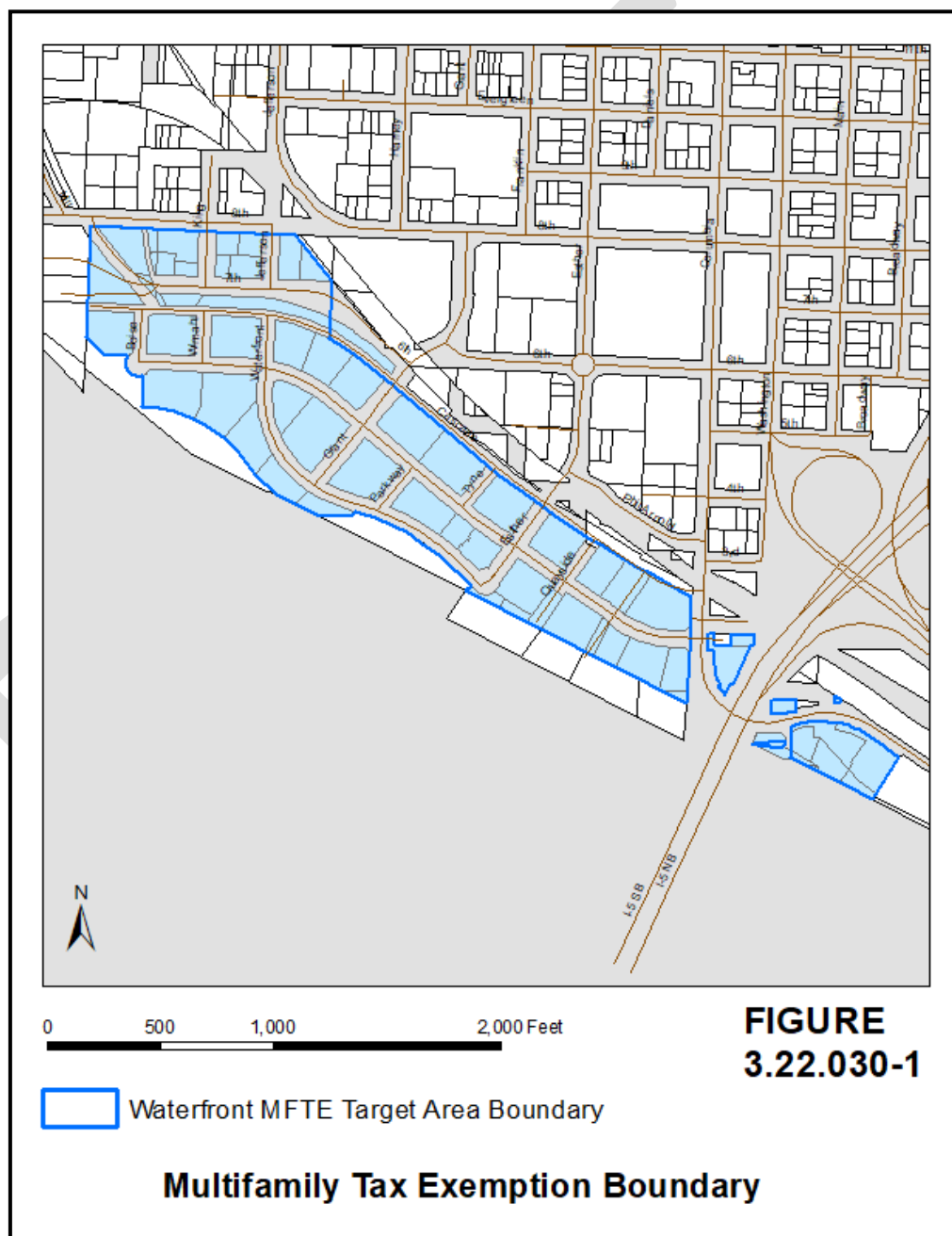
include parking, height, density, environmental impact, home ownership, public benefit features, compatibility with the surrounding property and such other amenities as will attract and keep permanent residents and will properly enhance the livability of the residential target area. The required amenities shall be relative to the size of the proposed project and the tax benefit to be obtained.

DRAFT

C. *Designated Target Areas.* The following “residential target areas” are designated in the City of Vancouver:

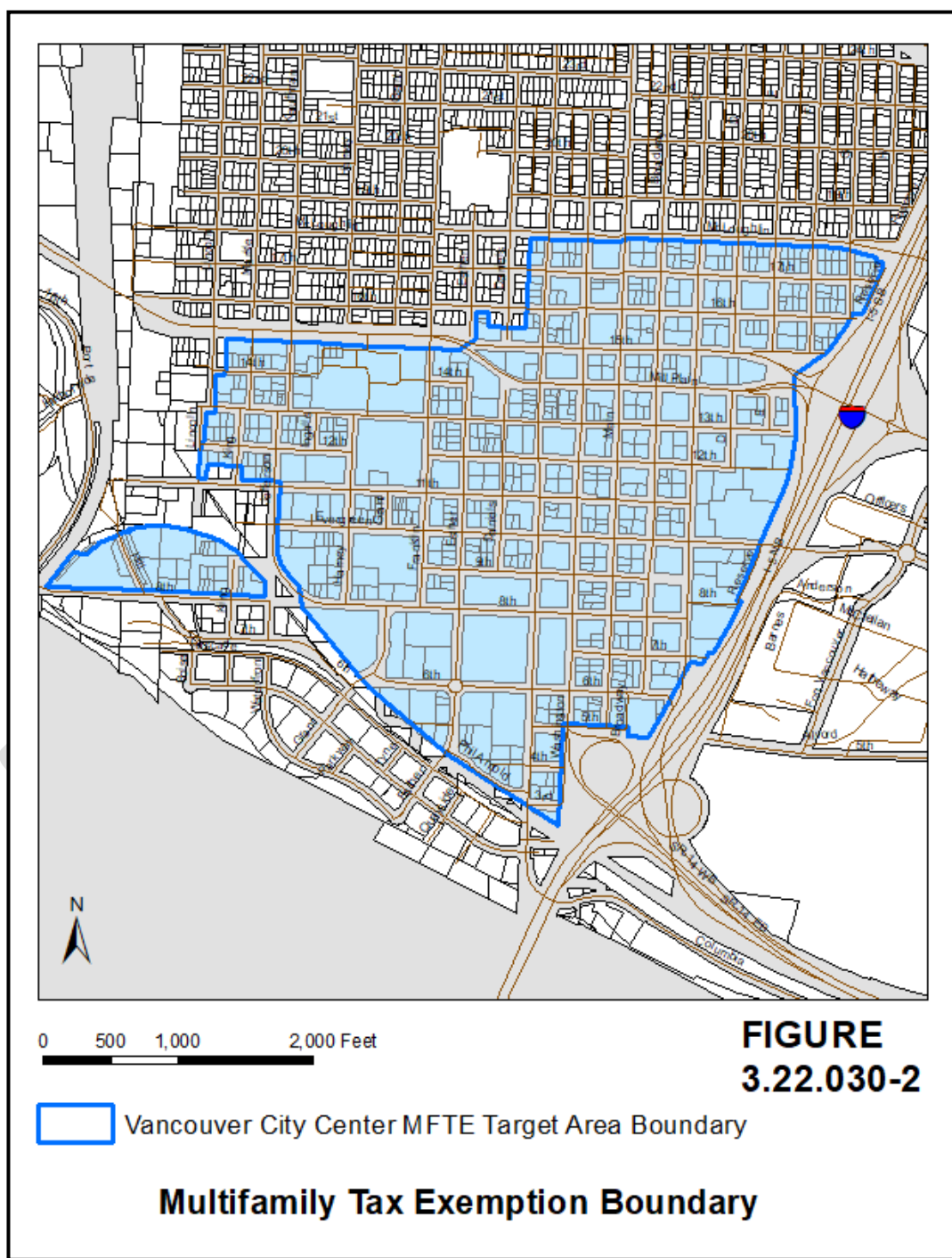
1. The Vancouver Waterfront Target Area depicted on Map 1 below. Projects in this target area must meet the zoning requirements of the underlying zoning district as well as the market rate or income-based requirements under section 3.22.040 (D)(9)(a)

Map 1: Vancouver Waterfront Target Area



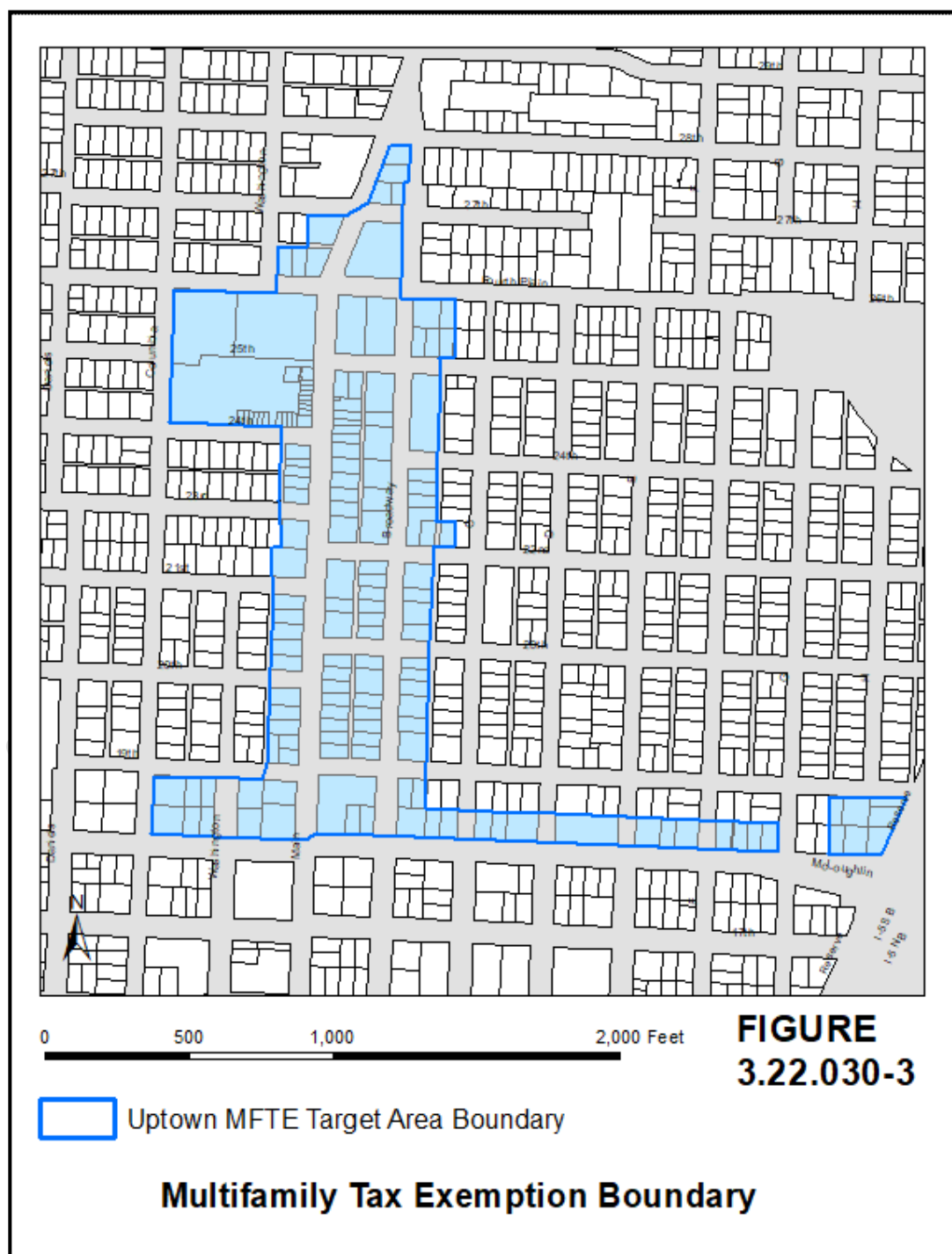
2. The Vancouver City Center Target Area depicted on Map 2 below. Projects in this target area must meet the zoning requirements of the underlying zoning district as well as the market rate or income-based requirements under section 3.22.040 (D)(9)(a)

Map 2: Vancouver City Center Target Area



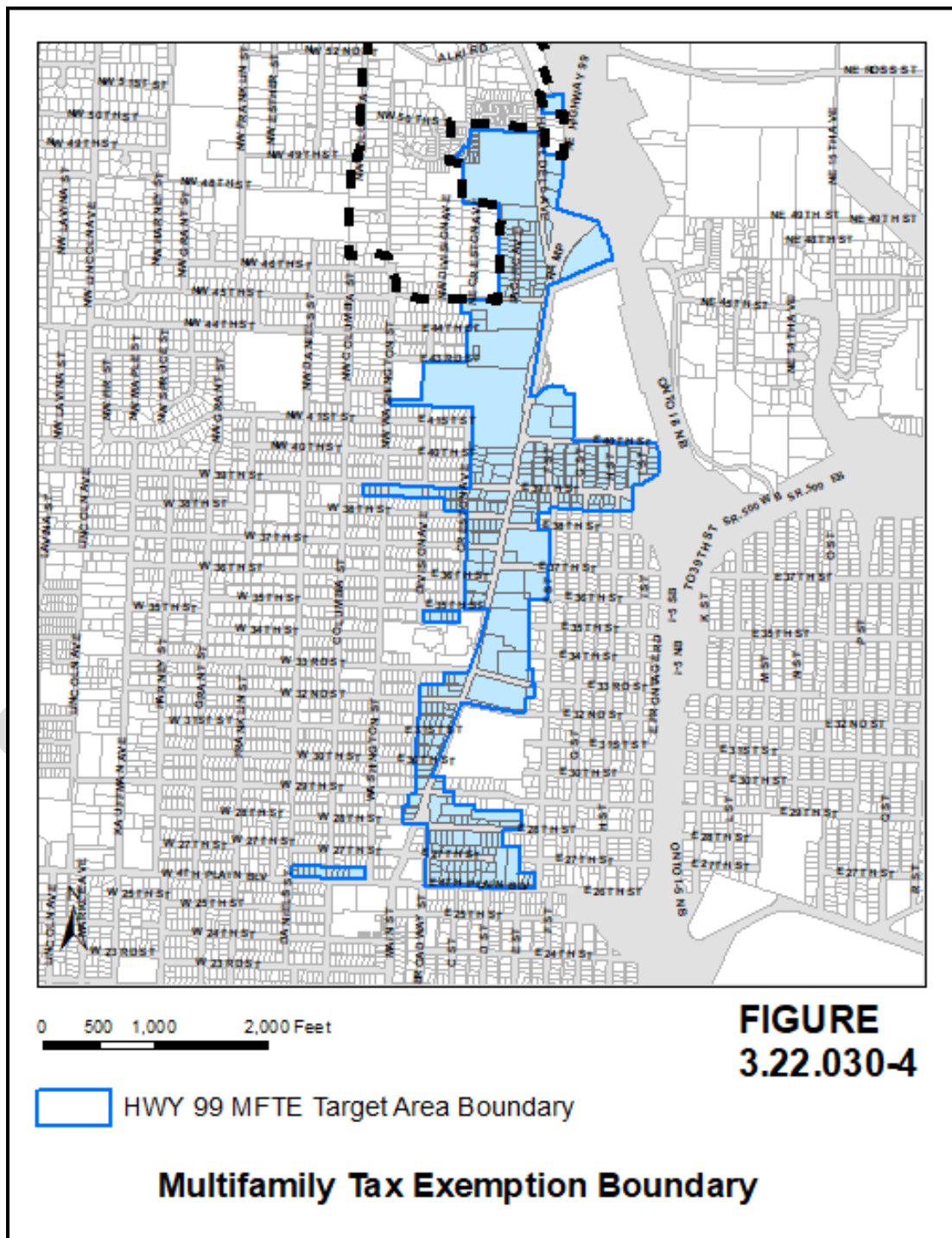
3. The Uptown Target Area depicted on Map 3 below. Projects in this target area must meet the zoning requirements of the underlying zoning district as well as the market rate or income-based requirements under section 3.22.040 (D)(9)(a)

Map 3: Uptown Target Area



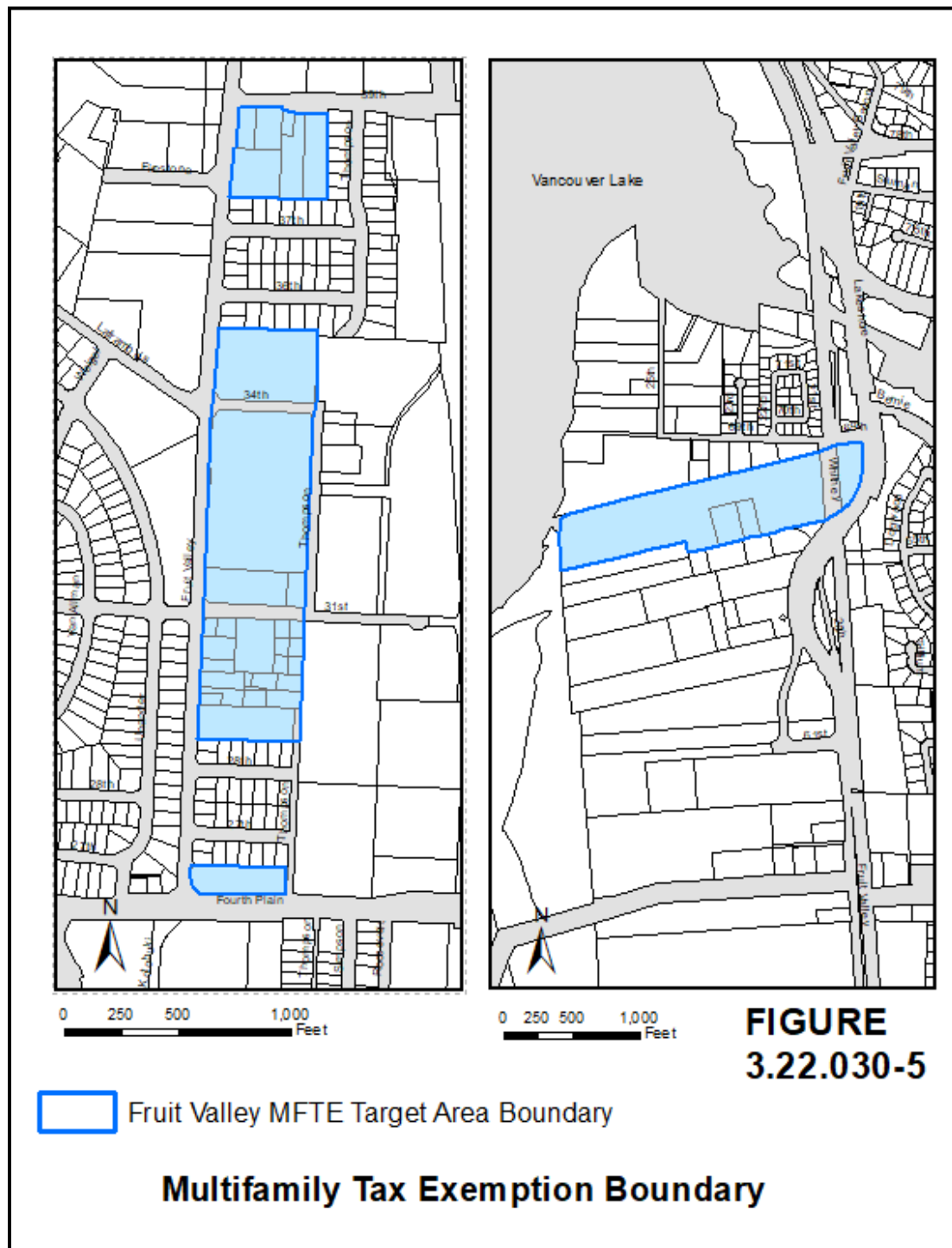
4. The Highway 99 Target Area depicted on Map 4 below. Projects in this target area must meet the zoning requirements of the underlying zoning district as well as the market-rate or income-based requirements under section 3.22.040 (D)(9)(a)

Map 4: Highway 99 Target Area



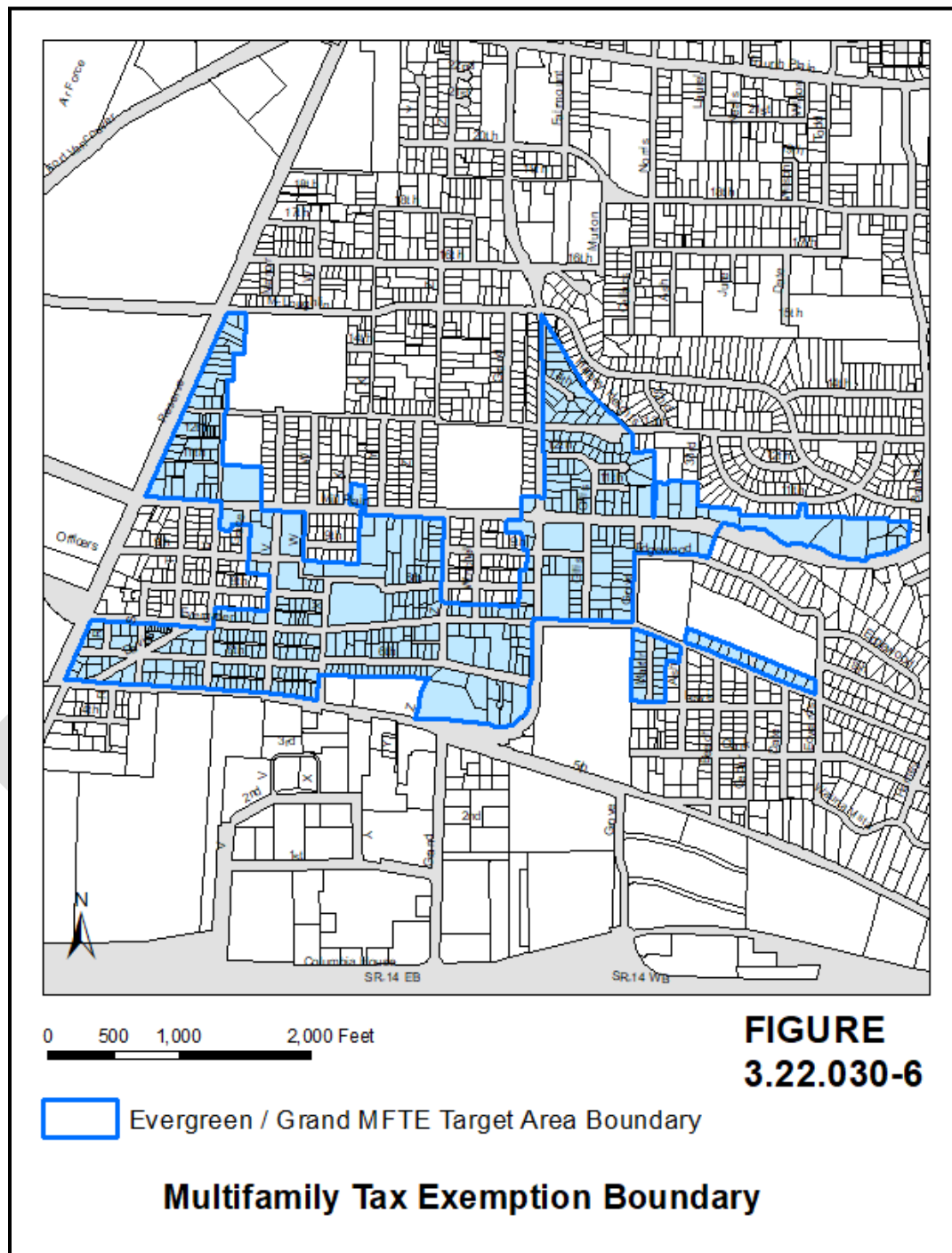
5. The Fruit Valley Target Area depicted on Map 5 below. Projects in this target area must meet the zoning requirements of the underlying zoning district as well as the market rate or income-based requirements under section 3.22.040 (D)(9)(a)

Map 5: Fruit Valley Target Area



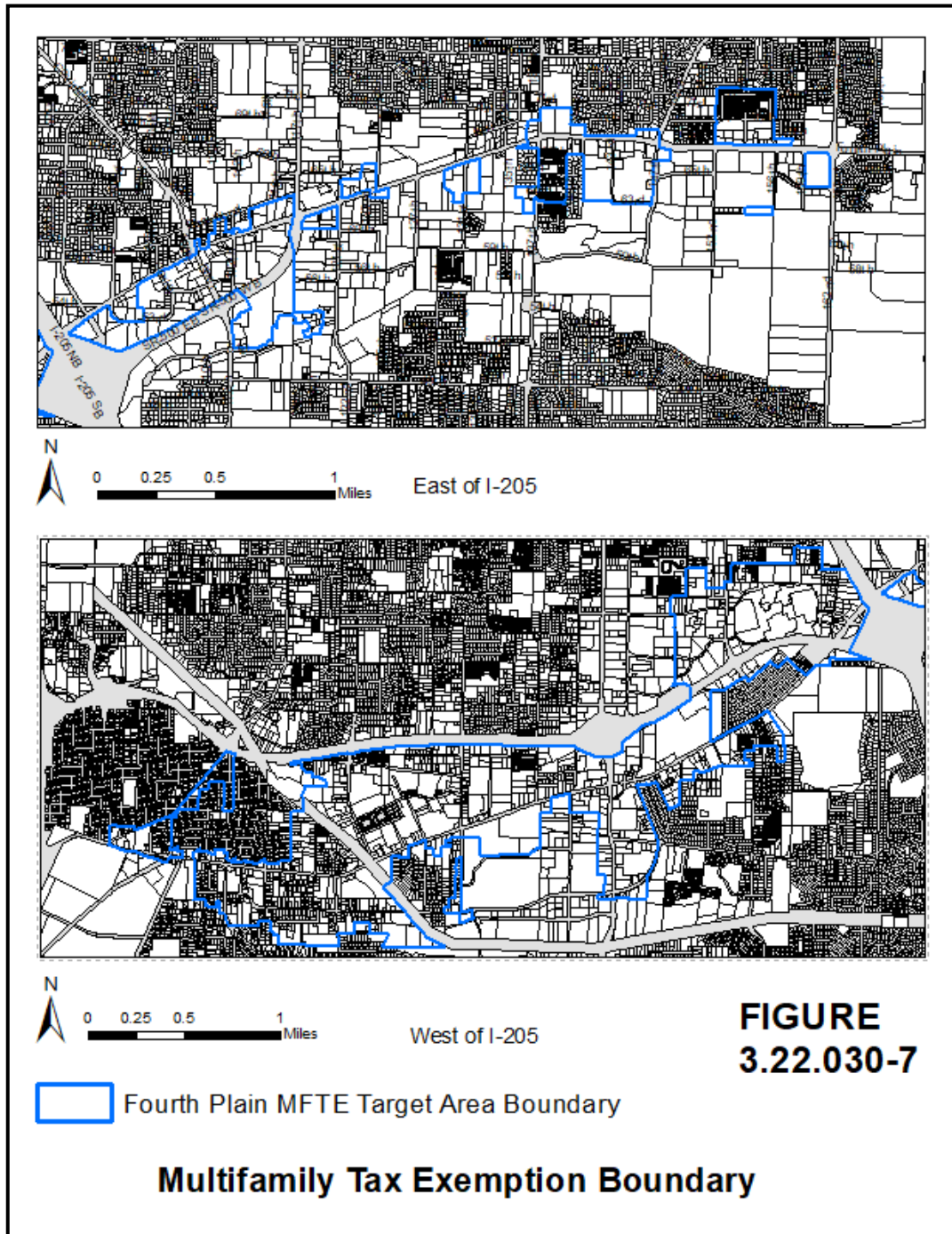
6. The Evergreen/Grand Target Area depicted on Map 6 below. Projects in this target area must meet the zoning requirements of the underlying zoning district as well as the market rate or income-based requirements under section 3.22.040 (D)(9)(a)

Map 6: Evergreen/Grand Target Area



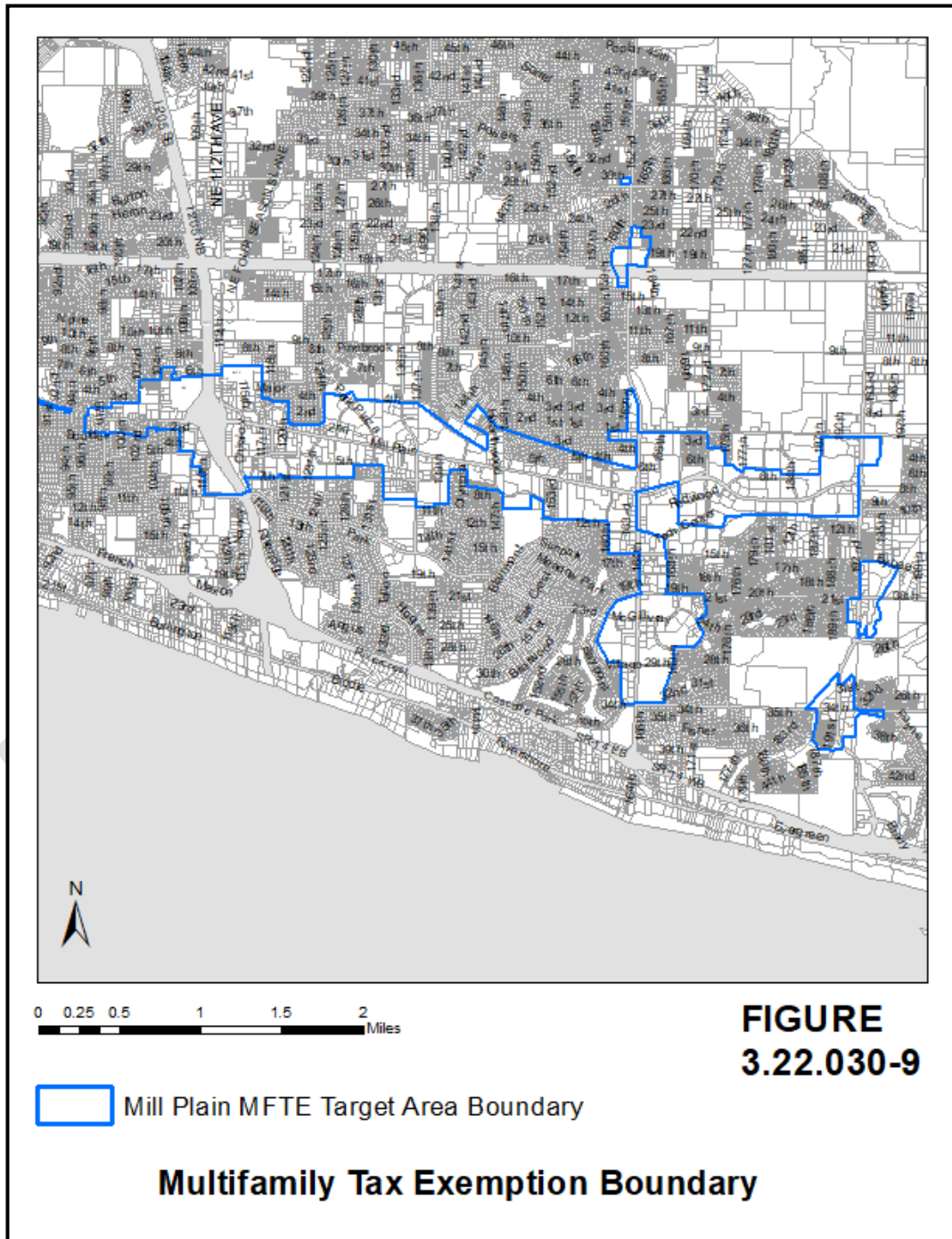
7. Fourth Plain Target Area depicted on Map 7 below. Projects in this target area must meet the zoning requirements of the underlying zoning district as the market-rate or income-based requirements under 3.22.040 (D)(9)(a).

Map 7: Fourth Plain Target Area



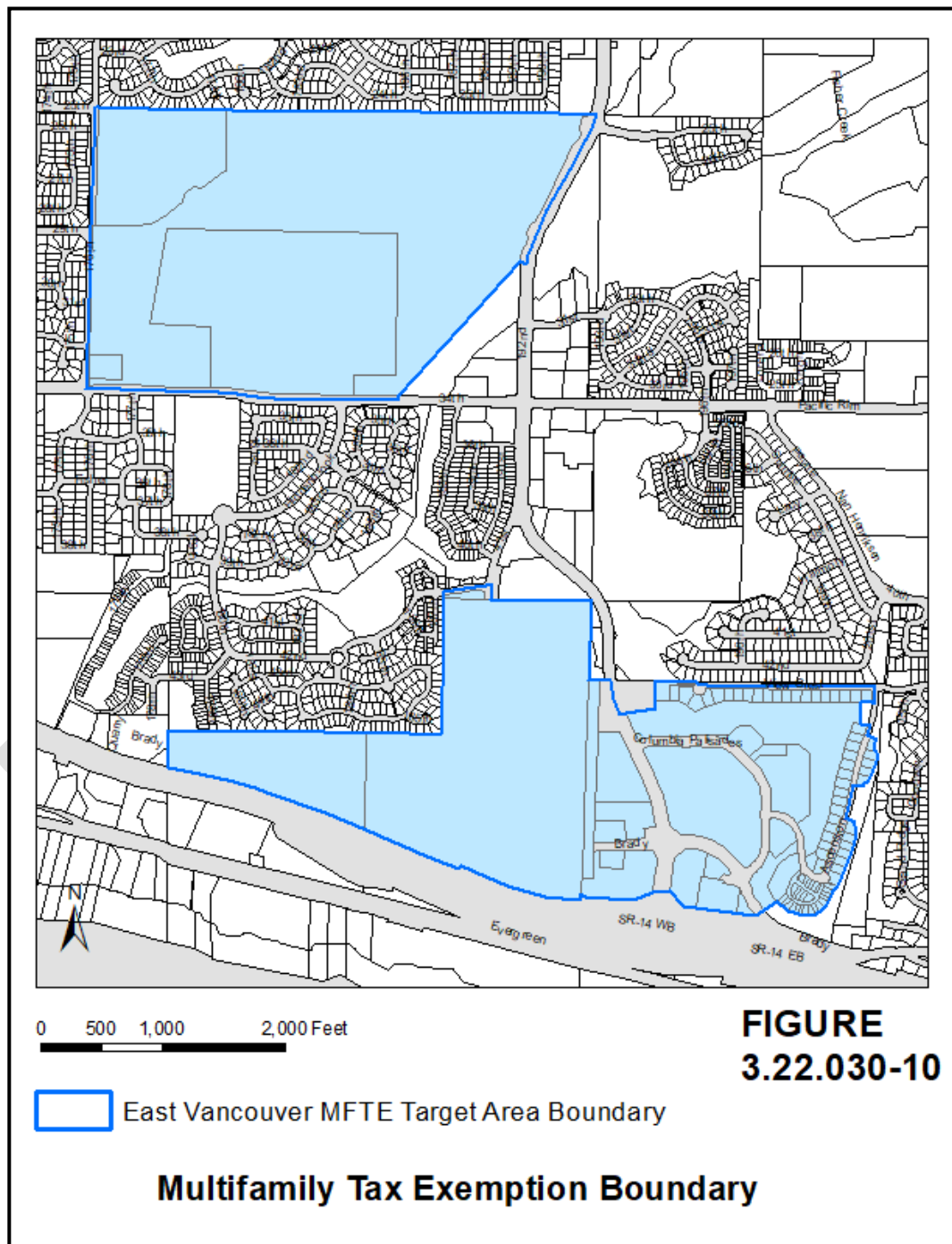
Map 9: Mill Plain Target Area depicted on Map 9 below. Projects in this target area must meet the zoning requirements of the underlying zoning district as the market rate or income-based requirements under 3.22.040 (D)(9)(a)

Map 9: Mill Plain Target Area



Map 10: East Vancouver Target Area depicted on Map 9 below. Projects in this target area must meet the zoning requirements of the underlying zoning district as the market rate or income-based requirements under 3.22.040 (D)(9)(a)

Map 10: East Vancouver Target Area



D. Target Area Map Boundary Interpretation:

Target area boundary lines are intended to follow property lot lines or be parallel or perpendicular thereto, or along the centerline of alleys, streets, rights-of-way or watercourses. Where, due to the scale, lack of detail or illegibility of the target area maps, there is uncertainty, contradiction or conflict as to the intended location of any target area boundary as shown thereon, the Director shall provide an interpretation of said map upon request.

(Ord. M-4332 § 3, 2021; Ord. M-3990 § 1, 2011; Ord. M-3345, 1998; Ord. M-3314, 1997)

3.22.040 Tax exemptions for multi-family housing in residential target areas.

A. *Intent.* Limited 8- or 12-year exemptions from ad valorem property taxation for multi-family housing in urban centers are intended to:

1. Encourage increased residential opportunities within urban centers designated by the city council as residential target areas;
2. Stimulate new construction or rehabilitation of existing vacant and underutilized buildings for multi-family housing in residential target areas to increase and improve housing opportunities;
3. Assist in directing future population growth to designated urban center target areas and thereby reducing development pressure on single-family residential neighborhoods;
4. Achieve development densities which are more conducive to transit use in designated urban centers;
5. Encourage new construction or rehabilitation of owner-occupied multi-family housing where identified as desirable; and
6. Encourage income-based housing opportunities.

B. *Duration of Exemption.* The value of residential improvements qualifying under this chapter will be exempt from ad valorem property taxation for:

- (1) eight successive years where all applicable criteria herein are met under subsection D(9)(a) or (b), or
- (2) 12 successive years if all applicable criteria are met under subsection D

In all cases the duration of exemption shall be measured beginning January 1st of the year immediately following the calendar year after issuance of the final certificate of tax exemption.

C. *Limits on Exemption.* The exemption does not apply to the value of land or the value of improvements not qualifying under this chapter, nor does the exemption apply to increases in assessed valuation of land and nonqualifying improvements. In the case of rehabilitation of existing buildings, the exemption does not include the value of improvements constructed prior to submission of the completed application required under this chapter. The exemption does not apply during construction of the project.

D. *Project Eligibility.* A proposed project must meet the following requirements for consideration for a property tax exemption:

1. *Location.* The project must be located within a residential target area, as designated in VMC [3.22.030](#).
2. *Application Date.* A complete MFTE application must be received prior to receiving a construction occupancy permit.
3. *Tenant Displacement Prohibited.* Property proposed to be rehabilitated must be vacant at least 12 months before submitting an application and fail to comply with one or more standards of the applicable state or local building or housing codes on or after July 23, 1995.
4. *Size.* The project must include at least four units of multi-family housing within a residential structure or as part of a mixed-use development. A minimum of four new units must be constructed or at least four additional multi-family units must be added to existing occupied multi-family housing. Existing multi-family housing that has been vacant for 12 months or more does not have to provide additional units so long as the project provides at least four units of new, converted, or rehabilitated multi-family housing.

5. *Permanent Residential Housing.* At least 50 percent of the space designated for multi-family housing must be provided for permanent residential occupancy, as defined in VMC [3.22.020](#).
6. *Proposed Completion Date.* New construction multi-family housing and rehabilitation improvements must be scheduled to be completed within three years from the date of approval of the conditional certificate the.
7. *Compliance with Guidelines and Standards.* The project must be designed to comply with the city's comprehensive plan, building, housing, and zoning codes, and any other applicable regulations in effect at the time the application is approved. Rehabilitation and conversion improvements must comply with all applicable housing codes. New construction must comply with the International Building Code. The project must also comply with any other standards and guidelines adopted by the city council for the residential target area in which the project will be developed as defined in VMC 3.22.xxx.
8. *Owner Occupancy.* Projects within a residential target area that are developed for owner occupancy shall include a contract or other guarantee acceptable to the director ensuring that some or all of the units within the project are used for purposes of owner occupancy.
9. *Options under the Program.* To be eligible for the tax exemption program under this chapter, the applicant may choose between the income-based option or the market-rate option. The criteria for these options are set forth below:
 - a. The income-based option is a 12-year tax exemption under which applicants must commit to renting or selling at least 20% of the total development units as income-based housing to households with annual incomes at or below 80% of area median income. The ratio of MFTE unit types (bedrooms) shall be equal to the unit type ratio for the entire development. The property owner must provide information regarding tenant outreach regarding the availability of designated income-based units when advertising the property.
 - b. The market-rate exemption option is an 8-year exemption that is contingent upon payment of a fee in lieu of providing income-based housing as a part of the project ("Affordable Housing Fee"). . As set forth in Table 1, the Affordable Housing Fee is

determined by the specific target area and shall be based upon a percentage of the net present value of the property tax exemption over the life of the exemption. Affordable Housing Fees paid pursuant to this subsection shall be held in a separate fund and used to develop affordable housing in the City. Table 1 below summarizes the options and corresponding requirements for market rate projects in each residential target area.

Residential Target Area	Option 1: Market Rate Affordable Housing Fee	Option 2: Market Rate Density Requirements and Affordable Housing Fee
Downtown Waterfront	50%	275 dwelling units/acre and 25% Affordable Housing Fee
VCCV	50%	225 dwelling units/acre and 25% Affordable Housing Fee
Uptown	25%	160 dwelling units/acre
Fourth Plain	25%	90 dwelling units/acre
Evergreen / Grand	25%	160 dwelling units/acre
East Vancouver	50%	200 dwelling units/acre and 25% Affordable Housing Fee
Fruit Valley	N/A	N/A
Mill Plain Corridor	25%	90 dwelling units/acre
HWY 99 Corridor	25%	90 dwelling units/acre

E. *Application Procedure.* A property owner who wishes to propose a project for a tax exemption shall complete the following procedures:

1. File with the city the required application and the required fees. The initial application fee to the city shall consist of a base fee of \$5,000.00, plus \$75.00 per multi-family unit. If the city denies the application, the city will retain that portion of the fee attributable to its own administrative costs and refund the balance to the applicant.
2. A complete application shall include:
 - a. A completed city of Vancouver multi-family limited tax exemption application form;
 - b. A description of the project including the type of project and exemption requested;
 - c. Preliminary floor and site plans of the proposed project;

- d. Detailed list of unit size, number of bedrooms and bathrooms and projected rent or sales price;
- e. A detailed project budget, financing plan and operating projection;
- f. A detailed of green building construction practices proposed for the development.
- g. A detailed advertising plan describing outreach methods for Income-Based tenants.
- h. For rehabilitation projects, the applicant shall also submit an affidavit that existing dwelling units have been unoccupied for a period of 12 months prior to filing the application and shall secure from the city verification of property noncompliance with the city's minimum housing code.
- i. A statement acknowledging the potential tax liability when the project ceases to be eligible or is cancelled under this chapter;
- j. Verification by oath or affirmation of the accuracy of the submitted information;
- k. Application fee receipt

F. *Application Review.* City staff will review applications to determine eligibility based on subsection [D](#) of this section and evaluate the effect of the deferred tax proceeds. The City will review applications under the approval criteria, procedures, and program guidelines in effect when the City deems an application complete.

G. *Issuance of Conditional Certificate.* The director may certify as eligible an applicant who is determined to comply with the requirements of this chapter. A decision to approve or deny an application shall be made within 90 days of receipt of a complete application.

1. *Approval.* If an application is approved, the applicant shall enter into a contract with the city, subject to approval by the city council in a form of a resolution regarding the terms and conditions of the project. Upon approval of the contract, the director shall issue a conditional certificate of acceptance of tax exemption. The applicant shall record the certificate with the Clark County Auditor. The conditional certificate shall expire three years from the date of approval unless an extension is granted as provided in this chapter.
2. *Denial.* If an applicant is denied, the director shall state in writing the reasons for denial and shall send notice to the applicant at the applicant's last known address within 10 days

of the denial. An applicant may appeal a denial to the city council within 30 days of receipt of notice. On appeal, the director's decision will be upheld unless the applicant can show that there is no substantial evidence on the record to support the director's decision. The city council's decision on appeal will be final.

- H. *Conditional Certificate Completion.* Beginning on the date of the conditional certificate approval, the property owner has three years to obtain an occupancy permit.
- I. *Extension of Conditional Certificate.* The conditional certificate may be extended by the director for a period not to exceed 24 consecutive months except as provided below. The applicant must submit a written request stating the grounds for the extension, accompanied by a \$1000.00 processing fee. An extension may be granted if the director determines that:
1. The anticipated failure to complete construction or rehabilitation within the required time period is due to circumstances beyond the control of the applicant;
 2. The applicant has been acting and could reasonably be expected to continue to act in good faith and with due diligence; and
 3. All the conditions of the original contract between the applicant and the city will be satisfied upon completion of the project.
 4. An additional 12-month extension may be granted where each of the following criteria are met:
 - a. The request for the extension is for a later phase of a development subject to a development agreement; and
 - b. The conditional certificate was granted prior to February 2015; and
 - c. Ownership of the property has been transferred subsequent to the granting of the conditional certificate.

J. *Application for Final Certificate.*

1. Upon completion of the improvements agreed upon in the contract between the applicant and the city and upon issuance of a temporary or permanent certificate of occupancy, the applicant may request a final certificate of tax exemption. The applicant must file with the city the following:
 - a. A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - b. A description of the completed work and a statement that the rehabilitation improvements or new construction on the owner's property qualify the property for limited exemption;
 - c. If applicable, a statement that the project meets the income-based housing requirements as described in RCW [84.14.020](#); and
 - d. A statement that the work was completed within the required three-year period plus any authorized extension.
2. Within 30 days of receipt of all materials required for a final certificate, the director shall determine which specific improvements satisfy the requirements, whether the work was completed, and the rent and income limits of the units are consistent with the application and the contract approved by the city and is qualified for a limited tax exemption under this chapter.

K. *Issuance of Final Certificate.*

1. *Review and Approval.* If, after reviewing the application for final certificate, the director determines that the project has been completed in accordance with the contract between the applicant and the City and has been completed within the authorized time period, the city shall, within 10 days, file a final certificate of tax exemption with the Clark County assessor.
2. *Denial.* The director shall notify the applicant in writing that a final certificate will not be filed if the director determines that:
 - a. The improvements were not completed within the authorized time period;

b. The improvements were not completed in accordance with the owner's application or the contract between the applicant and the city; including if applicable as income-based housing requirements; or

c. The owner's property is otherwise not qualified under this chapter.

3. *Appeal.* Within 14 days of receipt of the director's denial of a final certificate, the applicant may file an appeal with the city council. On appeal, the director's decision will be upheld unless the applicant can show that there is no substantial evidence on the record to support the director's decision. The city council's decision on appeal will be final.

L. *Post-exemption rent restriction.* After the initial 12-year exemption period, an additional five-year rent restriction for the MFTE units will occur. In the five years following the end of the exemption, unit rents may not be increased by more than 7% annually. Annual reporting and compliance will be required during this 5-year follow-up period as well.

M. *Exemption Renewal.* For income-based projects that are within 18 months of exemption expiration the exemption period may be extended for an additional 12 years contingent on city council approval. For the property to qualify for an extension the applicant must commit to renting or selling at least 20 percent of the multifamily housing units as income-based units low-income households earning at or below 80% area median income.

a. *Extension expiration notice.* At the end of both the tenth and eleventh years of an extension, for twelve-year extensions of the exemption, applicants must provide tenants of rent-restricted units with notification of intent to provide the tenant with rental relocation assistance as provided below

b. *Tenant Relocation Assistance.* At the expiration of the exemption the applicant must provide tenant relocation assistance in an amount equal to one month's rent to a qualified MFTE tenant within the final month of the qualified tenant's lease. To be eligible for tenant relocation assistance the tenant must occupy an income-restricted unit at the time the exemption expires and must qualify as a low-income at the time relocation assistance is sought. If the income-based requirements remain in place for the unit after the expiration of the exemption, relocation assistance in an amount equal to one month's rent must be provided to a qualified tenant within the final month of a qualified tenant's lease who occupies an income-restricted unit at the time those additional affordability requirements cease to apply to the unit.

N. *Annual Compliance Review.* For the duration of the exemption the owner of the rehabilitated or newly constructed development shall file a notarized declaration annually with the director that includes the following:

1. A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
2. A certification that the property continues to be in compliance with the contract with the city including any provisions related to income-based housing; and
3. A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption;
4. The total monthly rent or total sale amount for each unit;
5. For exemptions granted under the income-based housing provisions of this chapter, the income of each renter household at the time of initial occupancy and the income of each initial purchaser of owner-occupied units at the time of purchase; and
6. For exemptions granted under the income-based housing provisions of this chapter, documentation showing that 20 percent of the units were rented or sold as income-based housing to low- or moderate-income households. The property owner must maintain records supporting this declaration and those records and the multi-family units are subject to inspection by the city. Failure to submit the annual declaration or maintain adequate records may result in the tax exemption being canceled.

O. *Annual Reporting.* For the first year of reporting, final MFTE certificates issued by the city in a calendar year, shall be reported to the Washington State Department of Commerce by April 1 providing the information required by Chapter [84.14](#) RCW. For the remaining years of the exemption period applicants shall submit annual monitoring reports to the City no later than December 1st.

P. *Annual Monitoring.* A review of the rent rolls is required annually including unit number, unit size (bedrooms/bathrooms), household size, income, rent, and utilities. City staff will conduct on-site reviews of tenant files randomly. There is a \$500.00 annual monitoring fee.

Q. *Cancellation of Tax Exemption.* If the director determines the owner is not complying with the terms of the contract, the tax exemption will be canceled. This cancellation may occur in

conjunction with the annual review or at any other time when noncompliance has been determined. If the owner intends to convert the multi-family housing to another use or otherwise discontinues compliance with this chapter, the owner must notify the director and the Clark County assessor within 60 days of the change in use.

1. *Effect of Cancellation.* If a tax exemption is canceled due to a change in use or other noncompliance, the Clark County assessor may impose an additional tax on the property, together with the interest and penalty, and a priority lien may be placed on the land, pursuant to Chapter [84.14](#) RCW.
2. *Notice and Appeal.* Upon determining that a tax exemption is to be canceled, the director shall notify the property owner by certified mail. The property owner may appeal the determination by filing a notice of appeal with the city clerk within 30 days, specifying the factual and legal basis for the appeal. The city council will conduct a hearing at which all affected parties may be heard and all competent evidence received. The city council will affirm, modify, or repeal the decision to cancel the exemption based on the evidence received. An aggrieved party may appeal the city council's decision to the Clark County superior court. (Ord. M-4332 § 4, 2021; Ord. M-4225 Exhibit A, 2018; Ord. M-4186 § 2, 2016; Ord. M-3987 § 1, 2011; Ord. M-3355, 1998; Ord. M-3314, 1997)

The Vancouver Municipal Code is current through Ordinance M-xxxx, passed July 3, 2023.

Disclaimer: The city clerk's office has the official version of the Vancouver Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

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MEMORANDUM

TO: Mayor Anne McEnerny-Ogle
Vancouver City Council

FROM: Marc Fazio, President, City Center Redevelopment Authority

DATE: June 2, 2023

SUBJECT: CCRA Recommendation for Multifamily Tax Exemption (MFTE) Program Update

I am writing on behalf of the City Center Redevelopment Authority, which reviewed the proposed changes to the MFTE program on Thursday, May 18. While the CCRA Board did not make a formal recommendation at that meeting, we would like to provide feedback in advance of your scheduled workshop on June 5. The CCRA Board intends to vote on its recommendation at our June 15 meeting.

CCRA's charter and bylaws state that the Board shall "...periodically review the effectiveness of the City's Multi-Family Tax Exemption Program in incenting the new multi-family developments in the VCCV and Fourth Plain Subarea Plan Districts and advise the City Council in regard to any identified amendments that would ensure an appropriate balance between the tax incentives and public benefits from new development, including number of affordable housing units constructed."

Because of this explicit role in our charter, the CCRA Board has been actively involved in the evaluation of the MFTE program over the past year and has received multiple updates from staff on the findings of the consultant work and resulting recommendations. In addition, some board members also participated in the forum hosted by City staff for the development community to review and discuss proposed changes to the program.

We believe the proposed changes to the program offer significant improvements in the clarity of program requirements and procedures. Specifically, we are pleased with how the public benefit option for the program has been simplified and is no longer a negotiated benefit. In addition, we support the removal of the requirement for a development agreement and instead allow for a more streamlined approval process. We also support the proposed expansion of the program to other neighborhoods where we hope to spur additional housing investment.

While we support the adoption of new program guidelines, we want to express several concerns about the potential impact of these changes on development activity and housing production within Vancouver.

When the MFTE was first implemented it was specifically intended to provide an incentive to build housing in the downtown core where none existed. The program's success in building housing rightly brings us to today's discussion on the necessity and continuation of the incentive and whether other community goals should be incentivized.

At our last meeting, board members expressed concerns that the MFTE incentive has now been layered with requirements around density, affordability, and green building that differ by target area. Individually, these requirements are admirable and should be pursued. However, the concern from the board is that collectively these requirements, in the context of worsening market conditions for multifamily development, may diminish the value and use of the incentive, resulting in none of the objectives being realized.

While the CCRA board will review and vote on the proposed changes on June 15, we would like to share an immediate recommendation for City Council consideration. Given the uncertain market conditions for multifamily development and the likelihood that some changes to the program may have unanticipated consequences, CCRA would like City Council to consider as a requirement for adoption of the new program guidelines that City staff deliver an annual report on MFTE development activity to both the CCRA Board and City Council. This report should include an analysis of actual development activity compared to anticipated activity and an evaluation of the program's progress in achieving the density and affordability priorities that have guided this program update, and the City's housing production goals.

Based on these annual reports, the CCRA Board may recommend to City Council that program requirements be adjusted. We believe this type of regular review and adjustment to the program, especially in the year following the adoption of the currently proposed changes, is the best way to keep the MFTE tool most effective in achieving the desired public outcomes.

Thank you for your consideration of this recommendation.



Joint City Council/Transportation Benefit District Workshop

2024-2029 Transportation Improvement Program

June 5, 2023



Chris Malone

Public Works Finance and Asset Manager
Department of Public Works

Agenda

- Transportation Improvement Program (TIP) refresher
- Review feedback from the Transportation and Mobility Commission (TMC)
- Review updates for this year's TIP 2024-2029
- Review project prioritization for TIP
- Review public outreach for TIP
- Next steps



Presentation Purpose

- Share updates to the 2024-2029 TIP.
- Feedback from Council about the proposed updates to the TIP in advance of public hearing on June 26th.

Transportation Improvement Program (TIP)

- Each year the City prepares a Six-Year Transportation Improvement Program (TIP)- current update is for 2024-2029.
- The TIP is the City's detailed transportation improvement work program.
- Per Washington law, the TIP document is updated annually, with final City Council approval required before July 1 of each year.
- Helps with coordination with other departments and other agencies.
- Helps access grant opportunities.
- Improved transparency and accountability.

Format of the TIP

- Intro section
- Financial section
- Project lists
- Detail sheets
- Arterial map updates
- Glossary

November feedback from the TMC

- Add how a project originated in the detail sheets.
- Add contact information to the detail sheets.
- Reevaluate upgrading NE 18th Street to a minor arterial.

Changes for 2024-2029 TIP

- Included public comments and responses to each comment (starting on page 13).
- Included information about project implementation (page 31).
- Included information about the interim prioritization/scoring process (starting on page 33).
- Updated the TIP changes document (starting on page 36).
- Updated the project lists including updated project scores (starting on page 40).
- Added contact information for questions about the detail sheets (page 47).
- Updated the detail sheets including how the project originated (starting on page 48).
- No proposed changes to the arterial map this year (page 159). Map will be updated next year based on recommendations from the Transportation System Plan (TSP).

2024-2029 TIP – Key Projects (Funded List)

- NE 137th Avenue (49th to Fourth Plain)
- SE 1st Street (177th to 192nd)
- Main Street Promise
- Multiple Complete Street Projects

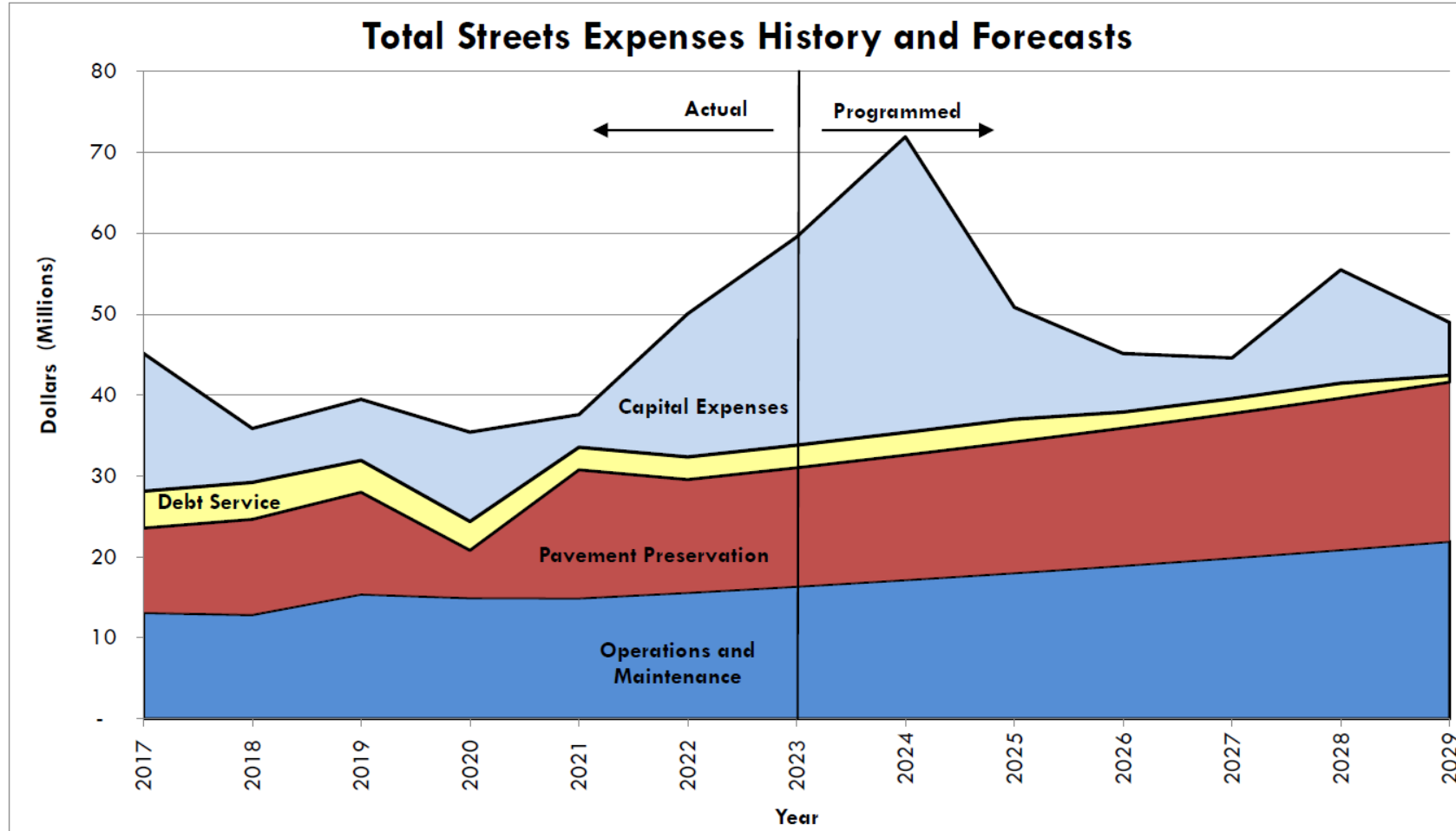
2024-2029 TIP – Key Projects (Partially Funded)

- Jefferson Street (Evergreen to Mill Plain)
- 18th Street (97th to 107th)
- 192nd Avenue (1st to 18th)
- 18th Street (142nd to 164th)
- Multiple Complete Street Projects

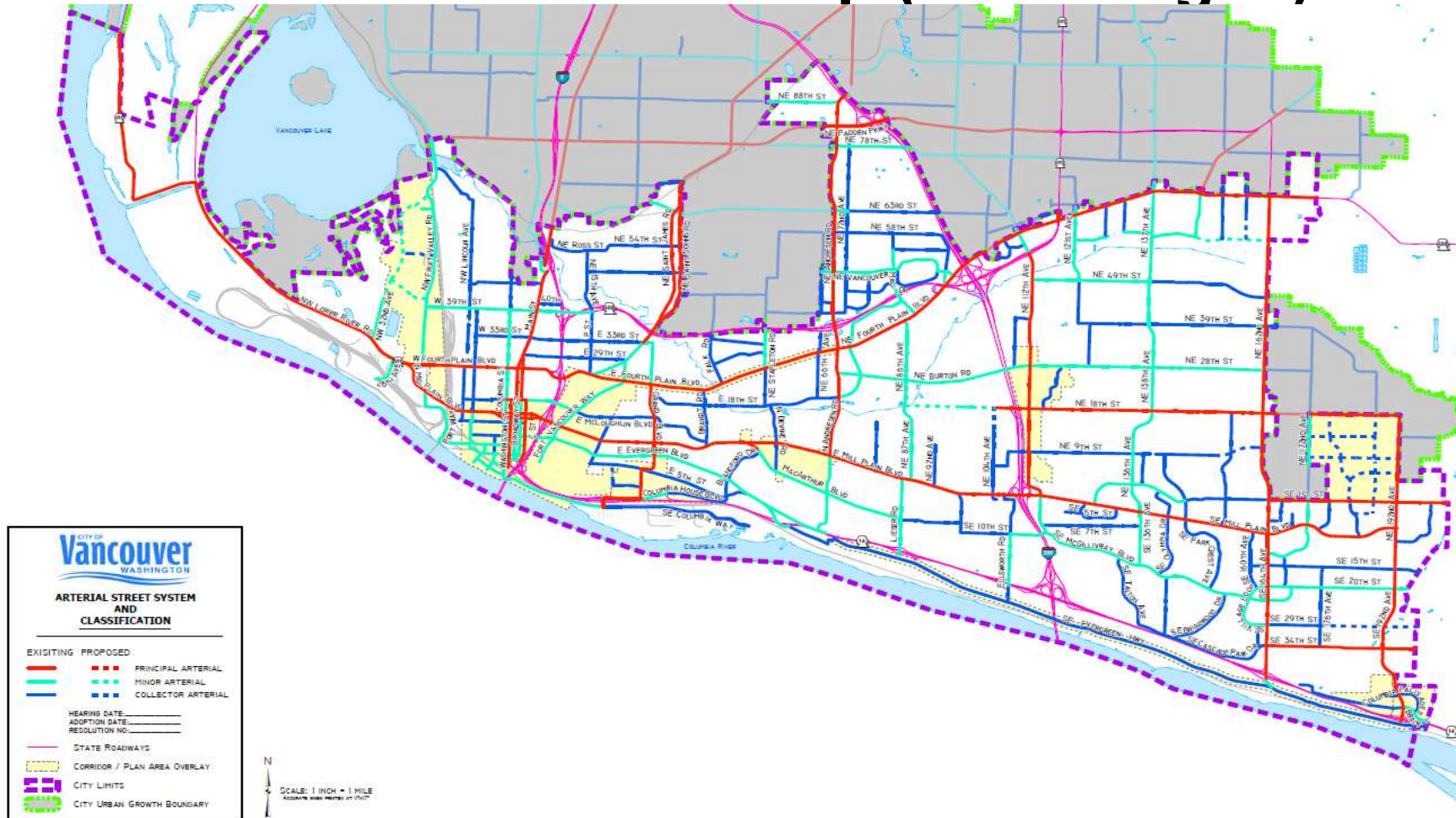
2024-2029 TIP – Key Projects (Programs List)

- Multimodal Safety and Accessibility (\$1.5M/year)
- Sidewalk Management Program (\$500k/year)
- Pavement Management Program (\$13M/year)
- Traffic Signal and Lighting (\$415k/year)
- Neighborhood Traffic Calming (\$300k/year)
- Arterial Street Lighting Program (\$250k/year)

2024-2029 TIP – Finances



2024-2029 TIP – Arterial Map (no changes)



Interim TIP prioritization includes:

- Safety = Transportation System Safety Analysis (TSSA);
- Equity = equity index map;
- Active transportation = bike/ped route map;
- Climate = NEPA/SEPA mitigations;
- Asset Management = address failing infrastructure;
- Economic development = arterial/sub-area plan maps;
- Congestion = concurrency/transit/freight routes;
- Viability = grant funding/coordination with other agencies.

Note: This is the last year we anticipate using the interim ranking system; as part of the TSP update process, Council has endorsed a new prioritization system for future TIPs.

Public outreach

- Most TIP projects come out of past planning efforts that include community engagement; adding this information to cut sheets to make it clearer what past engagement is informing the TIP.
- Online dashboard available for reviewing all projects listed in the Transportation Improvement Program (also includes all utility projects included in the City's 6-Year Capital Improvement Program) www.cityofvancouver/tip.
- Outreach through all City channels- including neighborhood associations, NTSA, newsletters, social media, Be Heard, etc.- in addition to TMC and Council processes.

Proposed schedule for 2024-2029 TIP update

June, 2023

- June 5th - workshop to share TIP updates with Council/TBD
- June 26th - City Council considers adoption of the 2024-2029 TIP

Thank You

To learn more, visit www.cityofvancouver.us/tip





Staff Report: 099-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/5/2023

SUBJECT 2023 Resurfacing Project

Key Points

- The City maintains approximately 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.
- City maintenance crews do not have the capacity to do this amount of paving work during the paving season.

Strategic Plan Alignment

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

Present Situation

The 2023 Resurfacing Project is being completed as part of the Pavement Management program. This project involves paving with hot mix asphalt on corridors and residential streets at various locations throughout the city. This year's pavement management program includes two separate resurfacing contracts. A total of 28 lane miles of street will be paved under those contracts. These contracts include the "2023 Resurfacing Project" and the "E Fourth Plain Blvd NHS Resurfacing Project." This staff report is only for the 2023 Resurfacing Project. The second paving project will be presented in a future staff report.

The attached vicinity map shows where streets will be paved. The project includes paving streets in Arnada, Central Park, Maplewood, Harney Heights, Vancouver Heights, Fircrest, Oakbrook, Old Evergreen Hwy, Columbia River and Cascade Highlands neighborhoods.

On May 9, 2023 the City received two bids for the subject project. The bids ranged from \$6.27 to \$6.31 million dollars. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS

BIDDER	AMOUNT
Granite Construction Company, Vancouver, WA	\$6,266,266.00
Lakeside Industries, Vancouver, WA	\$6,309,308.00
Engineers' Estimate	\$6,100,000.00

There is a minimum apprenticeship goal of 5% of the utilized labor hours for this project. Granite Construction Company of Vancouver, Washington has submitted an Apprenticeship Utilization Plan to meet or exceed this goal. Their plan includes approximately 815 hours of apprentice time with an estimated 16,293 total applicable labor hours for the project.

Advantage(s)

1. Will result in new pavement on approximately 28 lane miles on 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 livability.

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 (\$6,266,266). Sufficient funds are budgeted to construct the project.

Prior Council Review

None

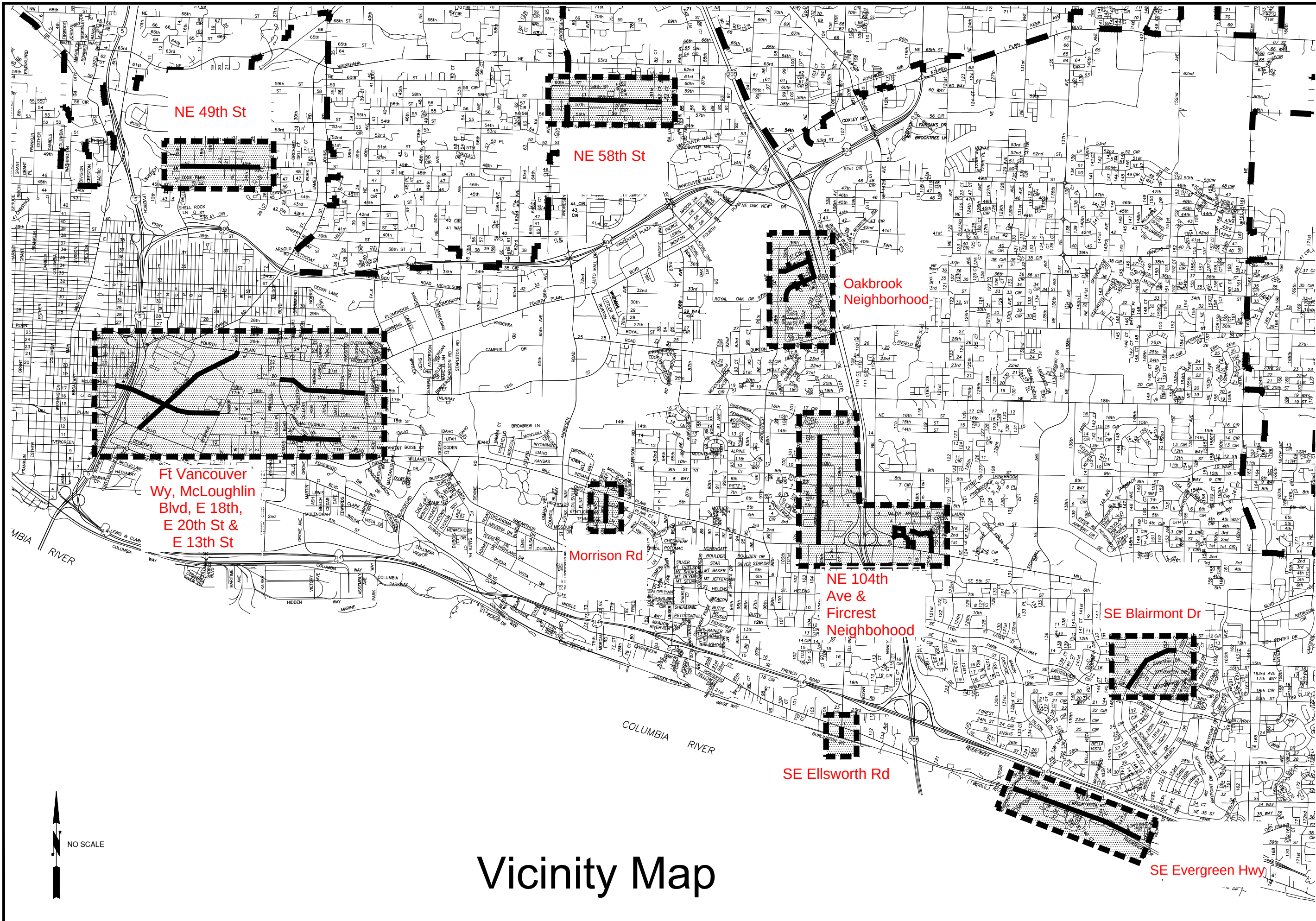
Action Requested

On June 5, 2023, award a construction contract for the 2023 Resurfacing Project to the lowest responsive and responsible bidder, Granite Construction Company, Vancouver, Washington, at their bid price of \$6,266,266, which includes Washington State sales tax, and authorize the City Manager or designee to execute the same.

Chris Sneider, Senior Civil Engineer, 360-487-8239

ATTACHMENTS:

- ▣ Vicinity Map
- ▣ Contract



Vicinity Map



FILE NAME: G01-G03.DWG	DATE: APRIL 2023
DESIGNED BY: CS	DRAWN BY: OS
CHECKED BY: CS	APPROVED BY: CS
HORIZONTAL: NO SCALE	VERTICAL: NO SCALE
DATE: NO	REVISIONS:

2023 RESURFACING PROJECT



Public Works

JOB NUMBER	PRJ072823
ACTIVITY	ACT00579
G03	
SHEET 3	OF 57

Know what's below.
Call before you dig.



CONSTRUCTION CONTRACT # C-101237
ITB 23-23: 2023 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., 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. 23-23 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on **Month Day, Year** per Staff Report No. ##-##; and

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

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

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

This Contract provides for the improvement of streets within the City of Vancouver including pavement repairs, planing of roadways, paving of existing roads, minor utility adjustments, and temporary striping and other work, all in accordance with the attached Plan Set, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

The Work shall be Physically Complete within 70 Working Days from the Notice to Proceed (NTP) date.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.

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

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

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

6. **COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.5% Washington State Sales Tax (if applicable) \$6,266,266.00 USD.

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

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

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

The Contractor agrees to procure insurance coverage as required below:

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

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

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

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

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

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

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

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

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

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

28. USE OF CITY'S NAME: Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise

without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.

- 29. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 30. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.
- 31. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 32. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.
- 33. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts, 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 Standard Plans,
 7. WSDOT Standard Specifications,
 8. WSDOT Standard Plans.

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

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

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For

purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

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

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

For the Contractor:
Grant Youngren
Granite Construction Company
16821 SE McGillivray Blvd.
Vancouver, WA 98683
Grant.Youngren@gcinc.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:

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: 100-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/5/2023

SUBJECT Contract Amendment for a Cost Increase to Contract For Fire and Security Alarm Monitoring

Key Points

Requesting approval the Contract to increase the current amount for C-100382: Fire and Security Alarm Monitoring and Maintenance Services Contract with Action Technology to \$1,415,000. This request is to authorize additional contract capacity to continue Fire and Security Alarm Maintenance Services for City-owned properties through contract expiration.

Strategic Plan Alignment

Goal 1: Ensure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest

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

Present Situation

1. On April 23, 2020, the City issued an invitation to bid for Fire and Security Alarm Systems, Monitoring and Maintenance.
2. On August 24, 2020, the City Council approved a contract with Action Technology Systems, for a not-to-exceed amount of \$650,000 for five (5) years.
3. On April 27, 2023, Contract C-100382 was increased by 10% by Procurement to a "not-to-exceed" amount of \$715,000 to cover expenses until a proper increase could be brought to Council for approval.
4. Currently, Facilities has performed \$586,223.81 on City alarm system maintenance out of the \$715,000 approved for the Contract.
5. There has been increased usage of the Contract due to added City buildings, as well as replacing some end-of-life alarm systems, more alarm panels than anticipated with more repairs and approximately 20 alarm panel replacements expected in the next two years. This has increased the spend rate on the Contract. This Contract will expire on September 2,

2025.

6. This increase request is needed to continue services through the term of the contract.

Advantage(s)

1. Allows for continuation of maintenance and upgrades.
2. Ensures Fire and Security Alarm Systems on City properties are well maintained for public and City employees' safety.

Disadvantage(s)

None

Budget Impact

- The increase in the Contract cap would allow the City to utilize the Contract within the current budget authority.
- Funds for normal maintenance, repairs or upgrades through Capital Projects have been budgeted.

Prior Council Review

August 24, 2020, Bid Award for 2020 Fire/Security Alarm Monitoring, Installation and Maintenance Services Project (Bid 20-14)

Action Requested

Approve Contract Amendment #6 for an increase of \$700,000 for Contract No. C-100382 Fire and Security Alarm System Services with Action Technology Systems, 835 SE 17th Ave., Portland, Oregon, 97214 and authorize the City Manager, or designee, to increase the total Contract Amount to \$1,415,000 for the balance of the term of the contract.

Michael Shrum, Facilities Contract Services Supervisor, 360-487-8260

ATTACHMENTS:

- ▢ Contract C-100382
- ▢ Amendment #1
- ▢ Amendment #2
- ▢ Amendment #3
- ▢ Amendment #4
- ▢ Amendment #5
- ▢ Amendment #6



CONTRACT # C-100382

BID 20-14: Fire and Security Alarm Systems Monitoring and Maintenance

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Action Technology Systems LLC hereinafter referred to as "Contractor," whose address is 835 SE 17th Ave., Portland, OR, 97214, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Fire and Security Alarm Monitoring and Maintenance. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 20-14 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on August 24, 2020 per Staff Report No. 104-20; and

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

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

The City of Vancouver is seeking, and Contractor agrees to provide, qualified Security/Fire Alarm and Security Camera Systems Service/Monitoring. Contractors shall be requested to perform necessary and normal maintenance, removal and installation of replacement parts, preventative maintenance and required repairs, as well as alarm monitoring for security/fire alarm and security camera systems at locations listed in Attachments "A, B, and C" in City of Vancouver owned or managed facilities, all in accordance with the Bid Documents, Attachments and Special Provisions.

The City intends to award this contract for a period of five (5) years.

- 2. EFFECTIVE DATE:** This Contract is effective as of the last signature date.
- 3. E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

- 4. CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever. At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

- 6. COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable) \$163,802.25.

This amount reflects year one of the contract pricing, the contract will be amended annually to reflect the current contract year pricing. The amount finally to be paid is, however, variable upon the work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Proposal and as modified by any and all approved Change Orders.

- 7. CONTRACTOR'S INSURANCE:** The Contractor agrees to procure insurance coverage as required below:

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

- 8. CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
- 9. DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.
- 10. EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.

- 11. PAYMENT OF LABOR:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

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

- 12. PAYMENT TO THE CONTRACTOR:** Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate and are in compliance with all contractual requirements. 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.

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

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

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

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

- 14. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.
- 15. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 16. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 17. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 18. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.
- 19. JURISDICTION/VENUE:** In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.

- 20. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 21. ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.
- 22. TERMINATION FOR CONVENIENCE:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

- 24. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.
- 25. WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under

this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

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

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

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

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

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

31. INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE: The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if fully as set forth herein. Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to the Contract,
2. This Contract,
3. Addenda to the Solicitation,
4. The Solicitation,
5. Contractor's Proposal,
6. Special Provisions,
7. Contract Plan Set,
8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
9. General Conditions for Facility Construction,
10. City of Vancouver Standard Plans,
11. WSDOT Amendments to the WSDOT Standard Specifications,
12. WSDOT Standard Specifications,

13. WSDOT Standard Plans.

32. NOTICES: Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto.

Anna Vogel
City of Vancouver
415 W 6th St.
PO Box 1995
Vancouver WA 98668-1995

James A. Kirkland
Action Technology Systems LLC
835 SE 17th Avenue
Portland OR 9721

By signing below, Contractor accepts the terms and conditions of this Contract and specifically acknowledges and agrees that the provisions contained herein have been mutually negotiated by the Parties.

CITY OF VANCOUVER
A municipal corporation

DocuSigned by:

75A9183485CA467...
Eric Holmes, City Manager
9/3/2020

Date

Attest:

DocuSigned by:

BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

9A7DC2E34F694A2...
Jonathan Young, City Attorney

CONTRACTOR:
Action Technology Systems LLC

DocuSigned by:

846D63DA5DE04C4...
Signature
James A Kirkland Member

Printed Name /Title

9/1/2020

Date

AMENDMENT No. 1**FIRE AND SECURITY ALARM MONITORING AND MAINTENANCE**

This Agreement amends the Fire and Security Alarm Monitoring and Maintenance Contract number 100382 dated September 3, 2020, by and between the City of Vancouver, hereinafter referred to as "City", and Action Technology Systems, LLC hereinafter referred to as "Contractor", whose address is 835 SE 17th Avenue Portland Oregon 97214.

This amendment modifies the Fire and Security Alarm Monitoring and Maintenance C-100382 as follows:

1. This amendment increases the total contract amount from 98,079.83 to \$650,000 the total amount approved for five years by SR104-20 on August 24, 2020.
2. This amendment corrects the Contractor's zip code listed on the contract from 9721 to 97214.
3. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

All other terms and conditions shall remain unchanged and in full force and effect.

DATED 2/3/2021.

CITY OF VANCOUVER,
A municipal corporation

DocuSigned by:

75A0183485CA467...
Eric Holmes, City Manager

Attest:

DocuSigned by:

BCF0734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

9A7DC2E31F094A2...
Jonathan Young, City Attorney

CONTRACTOR,
Action Technology Systems LLC

DocuSigned by:

846D63DA5DE04C4...
Signature:

James Kirkland Member

By: Printed Name / Title



Item #1.

Staff Report 104-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/24/2020

SUBJECT Bid Award for 2020 Fire/Security Alarm Monitoring, Installation and Maintenance Services Project (Bid 20-14)

Key Points

- Award a Contract for Fire and Security Alarm Monitoring and Maintenance to meet required State and City Fire Life Safety Codes for all City Buildings.
- Existing contract expired on April 19, 2020, but due to COVID-19 Pandemic, Procurement did an administrative extension until October 31, 2020 to allow time to prepare bid documents and get bid out.

Strategic Plan Alignment

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

Present Situation

The City of Vancouver's existing contract for monitoring of City building fire and security alarms expired on April 19, 2020. Facilities and Procurement prepared bid documents for a new 5-year contract to include monitoring for both the fire and security alarm systems in all City buildings, preventative maintenance of all systems and new installation or additions to all alarm panels and devices with a "not to exceed" cost of \$650,000.00 over a 5-year period. Procurement then posted the bid on April 24, 2020. The bid opening date was scheduled for May 19, 2020.

On May 19, 2020, the City received 2 bids for the subject project. The bids were \$98,079.83 and the other bid was Non-Responsive. The low bidder was responsive and responsible. The bids are as follows:

<u>SUMMARY OF BIDS</u>	
BIDDER	AMOUNT
Action Technology Systems 835 SE 17 th Ave. Portland, OR 97214	\$98,079.83
ADT Commercial 9350 SW Nimbus Ave. Beaverton, OR 97214	NON-Responsive
Engineers' Estimate	\$80,000 -\$125,000 per year

Advantage(s)

To have a certified and reliable Fire and Security Alarm Contractor to perform fire alarm and security alarm monitoring, fire alarm and security alarm system preventative maintenance, along with new installation and additions needed to alarm systems on the City's current and future buildings to meet the Washington State Fire codes and the City of Vancouver Fire Marshall codes and requirements.

Disadvantage(s)

None

Budget Impact

Funds for these inspections have been budgeted.

Prior Council Review

None

Action Requested

Award an Alarm Monitoring/Maintenance Contract for the 2020 Fire/Security Alarm Monitoring, Installation and Maintenance Services Project, per Bid #20-14 project, to the lowest responsive and responsible bidder, Action Technology Systems, 835 SE 17th Ave. Portland, OR 97214 USA, at their bid price of \$98,079.83 per year or not to exceed \$650,000.00 in five years which includes Washington State sales tax.

Mike Shrum, Facilities Contract Services Supervisor, 360-487-8260

ATTACHMENTS:

▢ [Contract](#)

AMENDMENT No. 2**FIRE AND SECURITY ALARM MONITORING AND MAINTENANCE**

This Agreement amends the Fire and Security Alarm Monitoring and Maintenance Contract number 100382 dated September 3, 2020, by and between the City of Vancouver, hereinafter referred to as "City", and Action Technology Systems, LLC hereinafter referred to as "Contractor", whose address is 835 SE 17th Avenue, Portland, Oregon 97214.

This Amendment modifies the Fire and Security Alarm Monitoring and Maintenance C-100382 as follows:

1. Replace **Section 11 PAYMENT OF LABOR** with the following:

The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six months after the bids were due, the prevailing wage rates in effect on the award date shall apply. An approved "Affidavit of Wages Paid" form must be filed at the end of each contract year. If the contract is extended, a "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" form will be required to filed for each contract year. This Contract shall have prevailing wage rates updated annually.

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.

2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

All other terms and conditions shall remain unchanged and in full force and effect.

CITY OF VANCOUVER,
A municipal corporation

DocuSigned by:

75A9183485CA467...
Eric Holmes, City Manager

Attest:

DocuSigned by:

BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

9A7DC2E31F694A2...
Jonathan Young, City Attorney

CONTRACTOR,
Action Technology Systems LLC

DocuSigned by:

846D63DA5DE04C4...
Signature:

James A Kirkland Member
By: Printed Name / Title

SERVICE CONTRACT #C-100382**AMENDMENT No. 3****Fire and Security Alarm Monitoring and Maintenance**

This Agreement amends the Service Contract number C-100382 by and between the City of Vancouver, hereinafter referred to as "City", and Action Technology Systems, LLC hereinafter referred to as "Contractor", whose address is 835 SE 17th Avenue, Portland, Oregon 97214, for services offered.

This amendment amends the original agreement as follows:

1. Amend bid schedules A and B to add the following location:
 - a. Parking Lot 18, Vancouver Center, 210 W 6th St, Vancouver, WA 98660
2. Prices for this line item shall be:
 - a. Schedule A: \$25/month
 - b. Schedule B: \$125/each
 - c. Schedule C: Labor: No changes
3. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:



75A9183485CA407...

Eric Holmes, City Manager

4/11/2022

Date

Attest:

DocuSigned by:



BCF6734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



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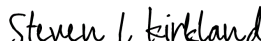
Jonathan Young, City Attorney

Amendment # 3

CONTRACTOR:

Action Technology Systems, LLC

DocuSigned by:



28B70DC5AD7E4DA...

Signature

Steven L Kirkland

owner/member

Printed Name /Title

4/7/2022

Date

Page 1 of 1

AMENDMENT No. 2**FIRE AND SECURITY ALARM MONITORING AND MAINTENANCE**

This Agreement amends the Fire and Security Alarm Monitoring and Maintenance Contract number 100382 dated September 3, 2020, by and between the City of Vancouver, hereinafter referred to as "City", and Action Technology Systems, LLC hereinafter referred to as "Contractor", whose address is 835 SE 17th Avenue, Portland, Oregon 97214.

This Amendment modifies the Fire and Security Alarm Monitoring and Maintenance C-100382 as follows:

1. Replace **Section 11 PAYMENT OF LABOR** with the following:

The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six months after the bids were due, the prevailing wage rates in effect on the award date shall apply. An approved "Affidavit of Wages Paid" form must be filed at the end of each contract year. If the contract is extended, a "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" form will be required to filed for each contract year. This Contract shall have prevailing wage rates updated annually.

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.

2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

All other terms and conditions shall remain unchanged and in full force and effect.

CITY OF VANCOUVER,
A municipal corporation

DocuSigned by:

75A9183485CA467...
Eric Holmes, City Manager

Attest:

DocuSigned by:

BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

9A7DC2E31F694A2...
Jonathan Young, City Attorney

CONTRACTOR,
Action Technology Systems LLC

DocuSigned by:

846D63DA5DE04C4...
Signature:

James A Kirkland Member
By: Printed Name / Title

AMENDMENT No. 1**FIRE AND SECURITY ALARM MONITORING AND MAINTENANCE**

This Agreement amends the Fire and Security Alarm Monitoring and Maintenance Contract number 100382 dated September 3, 2020, by and between the City of Vancouver, hereinafter referred to as "City", and Action Technology Systems, LLC hereinafter referred to as "Contractor", whose address is 835 SE 17th Avenue Portland Oregon 97214.

This amendment modifies the Fire and Security Alarm Monitoring and Maintenance C-100382 as follows:

1. This amendment increases the total contract amount from 98,079.83 to \$650,000 the total amount approved for five years by SR104-20 on August 24, 2020.
2. This amendment corrects the Contractor's zip code listed on the contract from 9721 to 97214.
3. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

All other terms and conditions shall remain unchanged and in full force and effect.

DATED 2/3/2021.

CITY OF VANCOUVER,
A municipal corporation

DocuSigned by:

75A0183485CA467...
Eric Holmes, City Manager

Attest:

DocuSigned by:

BCF0734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

9A7DC2E31F094A2...
Jonathan Young, City Attorney

CONTRACTOR,
Action Technology Systems LLC

DocuSigned by:

846D63DA5DE04C4...
Signature:

James Kirkland Member

By: Printed Name / Title



Item #1.

Staff Report 104-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/24/2020

SUBJECT Bid Award for 2020 Fire/Security Alarm Monitoring, Installation and Maintenance Services Project (Bid 20-14)

Key Points

- Award a Contract for Fire and Security Alarm Monitoring and Maintenance to meet required State and City Fire Life Safety Codes for all City Buildings.
- Existing contract expired on April 19, 2020, but due to COVID-19 Pandemic, Procurement did an administrative extension until October 31, 2020 to allow time to prepare bid documents and get bid out.

Strategic Plan Alignment

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

Present Situation

The City of Vancouver's existing contract for monitoring of City building fire and security alarms expired on April 19, 2020. Facilities and Procurement prepared bid documents for a new 5-year contract to include monitoring for both the fire and security alarm systems in all City buildings, preventative maintenance of all systems and new installation or additions to all alarm panels and devices with a "not to exceed" cost of \$650,000.00 over a 5-year period. Procurement then posted the bid on April 24, 2020. The bid opening date was scheduled for May 19, 2020.

On May 19, 2020, the City received 2 bids for the subject project. The bids were \$98,079.83 and the other bid was Non-Responsive. The low bidder was responsive and responsible. The bids are as follows:

<u>SUMMARY OF BIDS</u>	
BIDDER	AMOUNT
Action Technology Systems 835 SE 17 th Ave. Portland, OR 97214	\$98,079.83
ADT Commercial 9350 SW Nimbus Ave. Beaverton, OR 97214	NON-Responsive
Engineers' Estimate	\$80,000 -\$125,000 per year

Advantage(s)

To have a certified and reliable Fire and Security Alarm Contractor to perform fire alarm and security alarm monitoring, fire alarm and security alarm system preventative maintenance, along with new installation and additions needed to alarm systems on the City's current and future buildings to meet the Washington State Fire codes and the City of Vancouver Fire Marshall codes and requirements.

Disadvantage(s)

None

Budget Impact

Funds for these inspections have been budgeted.

Prior Council Review

None

Action Requested

Award an Alarm Monitoring/Maintenance Contract for the 2020 Fire/Security Alarm Monitoring, Installation and Maintenance Services Project, per Bid #20-14 project, to the lowest responsive and responsible bidder, Action Technology Systems, 835 SE 17th Ave. Portland, OR 97214 USA, at their bid price of \$98,079.83 per year or not to exceed \$650,000.00 in five years which includes Washington State sales tax.

Mike Shrum, Facilities Contract Services Supervisor, 360-487-8260

ATTACHMENTS:

▣ [Contract](#)



CONTRACT # C-100382

BID 20-14: Fire and Security Alarm Systems Monitoring and Maintenance

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Action Technology Systems LLC hereinafter referred to as "Contractor," whose address is 835 SE 17th Ave., Portland, OR, 97214, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Fire and Security Alarm Monitoring and Maintenance. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 20-14 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on August 24, 2020 per Staff Report No. 104-20; and

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

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

The City of Vancouver is seeking, and Contractor agrees to provide, qualified Security/Fire Alarm and Security Camera Systems Service/Monitoring. Contractors shall be requested to perform necessary and normal maintenance, removal and installation of replacement parts, preventative maintenance and required repairs, as well as alarm monitoring for security/fire alarm and security camera systems at locations listed in Attachments "A, B, and C" in City of Vancouver owned or managed facilities, all in accordance with the Bid Documents, Attachments and Special Provisions.

The City intends to award this contract for a period of five (5) years.

- 2. EFFECTIVE DATE:** This Contract is effective as of the last signature date.
- 3. E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

- 4. CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever. At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

- 6. COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable) \$163,802.25.

This amount reflects year one of the contract pricing, the contract will be amended annually to reflect the current contract year pricing. The amount finally to be paid is, however, variable upon the work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Proposal and as modified by any and all approved Change Orders.

- 7. CONTRACTOR'S INSURANCE:** The Contractor agrees to procure insurance coverage as required below:

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

- 8. CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
- 9. DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.
- 10. EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.

- 11. PAYMENT OF LABOR:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

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

- 12. PAYMENT TO THE CONTRACTOR:** Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate and are in compliance with all contractual requirements. 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.

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

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

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

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

- 14. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.
- 15. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 16. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 17. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 18. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.
- 19. JURISDICTION/VENUE:** In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.

- 20. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 21. ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.
- 22. TERMINATION FOR CONVENIENCE:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

- 24. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.
- 25. WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under

this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

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

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

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

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

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

31. INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE: The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if fully as set forth herein. Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to the Contract,
2. This Contract,
3. Addenda to the Solicitation,
4. The Solicitation,
5. Contractor's Proposal,
6. Special Provisions,
7. Contract Plan Set,
8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
9. General Conditions for Facility Construction,
10. City of Vancouver Standard Plans,
11. WSDOT Amendments to the WSDOT Standard Specifications,
12. WSDOT Standard Specifications,

13. WSDOT Standard Plans.

32. NOTICES: Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto.

Anna Vogel
City of Vancouver
415 W 6th St.
PO Box 1995
Vancouver WA 98668-1995

James A. Kirkland
Action Technology Systems LLC
835 SE 17th Avenue
Portland OR 9721

By signing below, Contractor accepts the terms and conditions of this Contract and specifically acknowledges and agrees that the provisions contained herein have been mutually negotiated by the Parties.

CITY OF VANCOUVER
A municipal corporation

DocuSigned by:

75A9183485CA467...
Eric Holmes, City Manager
9/3/2020

Date

Attest:

DocuSigned by:

BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

9A7DC2E34F694A2...
Jonathan Young, City Attorney

CONTRACTOR:
Action Technology Systems LLC

DocuSigned by:

846D63DA5DE04C4...
Signature
James A Kirkland Member

Printed Name /Title

9/1/2020

Date

CONTRACT #C-100382**AMENDMENT No. 4****Fire and Security Alarm Monitoring and Maintenance**

This Agreement amends the Service Contract number C-100382 by and between the City of Vancouver, hereinafter referred to as "City", and Action Technology Systems, LLC hereinafter referred to as "Contractor", whose address is 835 SE 17th Avenue, Portland, Oregon 97214, for services offered.

This amendment amends the original Contract as follows:

1. Increase payment for Schedules A, B, and C to reflect a 6.9% cost increase as reflected in the following table:

SCHEDULE "A" - SECURITY/FIRE ALARM & ELEVATOR PHONE MONITORING

Item No.	Approx. Quantity	Unit of Measure	Item Description	Unit Price	Total Price
1	12	MO	Brookside North Storage LOC0045 - Fire	\$42.71	\$512.48
2	12	MO	Brookside Utilities LOC0049 - Security and Emergency Buttons	\$42.71	\$512.48
3	12	MO	City Hall-Elevators LOC0006 - (3) Elevator Phones (Three Elevators)	\$23.46	\$281.57
4	12	MO	City Hall LOC0006 - Fire	\$42.71	\$512.48
5	12	MO	City Hall LOC0006 - Security and Emergency Buttons	\$42.71	\$512.48
6	12	MO	Clark County Museum LOC0079 - Elevator Phone	\$23.46	\$281.57
7	12	MO	Clark County Museum LOC0079 - Fire	\$42.71	\$512.48
8	12	MO	Clark County Museum LOC0079 - Security	\$42.71	\$512.48
9	12	MO	Columbia Bank Parking Garage Lot - LOC0244 - Elevator Phone Building was sold.	\$23.46	\$281.57

Item No.	Approx. Quantity	Unit of Measure	Item Description	Unit Price	Total Price
10	12	MO	Columbia Bank Parking Garage Lot LOC0244 - Fire Building was sold.	\$42.71	\$512.48
11	12	MO	David Douglas Park Restroom North LOC0503 - Security	\$42.71	\$512.48
12	12	MO	David Douglas Park Restroom South LOC0503 - Security	\$42.71	\$512.48
13	12	MO	Domestic Violence Prevention Center (DVPC) LOC0113- Security and Emergency Buttons	\$42.71	\$512.48
14	12	MO	East Operations (English Pit) LOC0131 - Security	\$42.71	\$512.48
15	12	MO	Ellsworth Water Plant LOC0129 - Fire	\$42.71	\$512.48
16	12	MO	Fire Boathouse LOC0040 - Fire (installing early 2020)	\$42.71	\$512.48
17	12	MO	Fire Maintenance Building LOC0148 - Fire	\$42.71	\$512.48
18	12	MO	Fire Station No. 1 LOC0149 - Fire	\$42.71	\$512.48
19	12	MO	Fire Station No. 2 LOC0153 - Fire	\$42.71	\$512.48
20	12	MO	Fire Station No. 4 LOC0156 - Fire	\$42.71	\$512.48
21	12	MO	Fire Station No. 5 LOC0157 - Fire	\$42.71	\$512.48
22	12	MO	Fire Station No. 6 LOC0158 - Fire	\$42.71	\$512.48
23	12	MO	Fire Station No. 7 LOC0159 - Fire	\$42.71	\$512.48
24	12	MO	Fire Station No. 9 LOC0161 - Fire	\$42.71	\$512.48
25	12	MO	Fire Station No. 10 LOC0151 - Fire	\$42.71	\$512.48

Item No.	Approx. Quantity	Unit of Measure	Item Description	Unit Price	Total Price
26	12	MO	Fire Station No. 11 LOC0152 - Fire (Same floor plan as Fire Station 2, Construction begins late 2020)	\$42.71	\$512.48
27	12	MO	Firstenburg Center LOC0164 - Elevator Phone	\$23.46	\$281.57
28	12	MO	Firstenburg Center LOC0164 - Fire	\$42.71	\$512.48
29	12	MO	Firstenburg Center LOC0164 - Security and Emergency Buttons	\$42.71	\$512.48
30	12	MO	Fisher Basin Restroom LOC0509 - Security (installing early 2020)	\$42.71	\$512.48
31	12	MO	Fruit Valley Community Center LOC0184 - Security	\$42.71	\$512.48
32	12	MO	Haagen Park LOC0511 - Security	\$42.71	\$512.48
33	12	MO	Leverich Park LOC0514 - Security	\$42.71	\$512.48
34	12	MO	Luepke LOC0247 - Fire	\$42.71	\$512.48
35	12	MO	Luepke LOC0247 - Security	\$42.71	\$512.48
36	12	MO	Marine Park Engineering Admin LOC0455 - Fire	\$42.71	\$512.48
37	12	MO	Marine Park Engineering Admin LOC0544 - Security and Emergency Buttons	\$42.71	\$512.48
38	12	MO	Marshall Center LOC0256 - Elevator Phone	\$23.46	\$281.57
39	12	MO	Marshall Center LOC0256 - Fire	\$42.71	\$512.48
40	12	MO	Marshall Center LOC0256 - Security and Emergency Buttons	\$42.71	\$512.48

Item No.	Approx. Quantity	Unit of Measure	Item Description	Unit Price	Total Price
41	12	MO	Marshall Park Restroom LOC0517- Security (installing early 2020)	\$42.71	\$512.48
42	12	MO	Navigation Center LOC0098 - Fire	\$42.71	\$512.48
43	12	MO	Navigation Center LOC0098 - Security	\$42.71	\$512.48
44	12	MO	Operations Center LOC0356 - Fire	\$42.71	\$512.48
45	12	MO	Operations Center LOC0356 - Security and Emergency Buttons	\$42.71	\$512.48
46	12	MO	Police East Precinct LOC0375 - Fire	\$42.71	\$512.48
47	12	MO	Police Evidence LOC0356 - Fire	\$42.71	\$512.48
48	12	MO	Police Evidence LOC0356 - Security	\$42.71	\$512.48
49	12	MO	Police Headquarters LOC0377 - Fire	\$42.71	\$512.48
50	12	MO	Police West Precinct LOC0378 - Fire	\$42.71	\$512.48
51	12	MO	Police West Precinct - DECU LOC0378 - Security	\$23.46	\$281.57
52	12	MO	Police Headquarters Chkalov LOC0549 (New) - Elevator Phone	\$42.71	\$512.48
53	12	MO	Police Headquarters Chkalov LOC0549 (New) - Fire	\$42.71	\$512.48
54	12	MO	Police Headquarters Chkalov LOC0549 (New) - Security	\$42.71	\$512.48
55	12	MO	Slocum House LOC0420 - Fire	\$42.71	\$512.48
56	12	MO	Slocum House LOC0420 - Security	\$42.71	\$512.48
57	12	MO	Tennis Center LOC0435 - Fire	\$42.71	\$512.48

Item No.	Approx. Quantity	Unit of Measure	Item Description	Unit Price	Total Price
58	9	MO	Tower Mall (Town Plaza) LOC0437 - Elevator Phone (Set for building demo late 2020) Building was demolished.	\$23.46	\$211.18
59	12	MO	Tower Mall (Town Plaza) LOC0437 - Fire (Set for building demo late 2020) Building was demolished.	\$42.71	\$512.48
60	12	MO	Water Resource Education Center (WREC) LOC0456 - Elevator Phone	\$23.46	\$281.57
61	12	MO	Water Resource Education Center (WREC) LOC0456 - Fire	\$42.71	\$512.48
62	12	MO	Water Resource Education Center (WREC) LOC0456 - Security	\$42.71	\$512.48
63	12	MO	Water Station No. 1 LOC0457 - Fire	\$42.71	\$512.48
64	12	MO	Water Station No. 7 LOC0464 - Fire	\$42.71	\$512.48
65	12	MO	Water Station No. 15 LOC0459 - Fire	\$42.71	\$512.48
66	12	MO	Zhen Building LOC0068 - Security	\$42.71	\$512.48
67	12	MO	Parking Lot 18, Vancouver Center, 210 W 6th St	\$26.73	\$320.70

SCHEDULE "B" - TWICE A YEAR SECURITY/FIRE ALARM PREVENTATIVE MAINTENANCE

Item No.	Approx. Quantity	Unit of Measure	Item Description	Unit Price	Total Price
1	2	EA	Brookside North Storage LOC0045 - Fire	\$118.66	\$237.32
2	2	EA	Brookside Utilities LOC0049 - Security and Emergency Buttons	\$237.32	\$474.64
3	2	EA	City Hall-Elevators LOC0006 - Elevator Phones (Three Elevators)	\$166.76	\$333.53

Item No.	Approx. Quantity	Unit of Measure	Item Description	Unit Price	Total Price
4	2	EA	City Hall LOC0006 - Fire	\$667.06	\$1,334.11
5	2	EA	City Hall LOC0006 - Security and Emergency Buttons	\$500.29	\$1,000.58
6	2	EA	Clark County Museum LOC0079 - Elevator Phone	\$59.33	\$118.66
7	2	EA	Clark County Museum LOC0079 - Fire	\$88.99	\$177.99
8	2	EA	Clark County Museum LOC0079 - Security	\$88.99	\$177.99
9	2	EA	Columbia Bank Parking Garage Lot LOC0244 - Elevator Phone Building was sold.	\$59.33	\$118.66
10	2	EA	Columbia Bank Parking Garage Lot LOC0244 - Fire Building was sold.	\$59.33	\$118.66
11	2	EA	David Douglas Park Restroom North LOC0503 - Security	\$118.66	\$237.32
12	2	EA	David Douglas Park Restroom South LOC0503 - Security	\$118.66	\$237.32
13	2	EA	Domestic Violence Prevention Center (DVPC) LOC0113- Security and Emergency Buttons	\$118.66	\$237.32
14	2	EA	East Operations (English Pit) LOC0131 - Security	\$237.32	\$474.64
15	2	EA	Ellsworth Water Plant LOC0129 - Fire	\$237.32	\$474.64
16	2	EA	Fire Boathouse LOC0040 - Fire (installing early 2020)	\$118.66	\$237.32
17	2	EA	Fire Maintenance Building LOC0148 - Fire	\$118.66	\$237.32
18	2	EA	Fire Station No. 1 LOC0149 - Fire	\$474.64	\$949.27
19	2	EA	Fire Station No. 2 LOC0153 - Fire	\$474.64	\$949.27

Item No.	Approx. Quantity	Unit of Measure	Item Description	Unit Price	Total Price
20	2	EA	Fire Station No. 4 LOC0156 - Fire	\$237.32	\$474.64
21	2	EA	Fire Station No. 5 LOC0157 - Fire	\$474.64	\$949.27
22	2	EA	Fire Station No. 6 LOC0158 - Fire	\$237.32	\$474.64
23	2	EA	Fire Station No. 7 LOC0159 - Fire	\$237.32	\$474.64
24	2	EA	Fire Station No. 9 LOC0161 - Fire	\$237.32	\$474.64
25	2	EA	Fire Station No. 10 LOC0151 - Fire	\$474.64	\$949.27
26	2	EA	Fire Station No. 11 LOC0152 - Fire (Same floor plan as Fire Station 2, Construction begins late 2020)	\$474.64	\$949.27
27	2	EA	Firstenburg Center LOC0164 - Elevator Phone	\$59.33	\$118.66
28	2	EA	Firstenburg Center LOC0164 - Fire	\$291.30	\$582.61
29	2	EA	Firstenburg Center LOC0164 - Security and Emergency Buttons	\$593.30	\$1,186.59
30	2	EA	Fisher Basin Restroom LOC0509 - Security (installing early 2020)	\$118.66	\$237.32
31	2	EA	Fruit Valley Community Center LOC0184 - Security	\$237.32	\$474.64
32	2	EA	Haagen Park LOC0511 - Security	\$118.66	\$237.32
33	2	EA	Leverich Park LOC0514 - Security	\$118.66	\$237.32
34	2	EA	Luepke LOC0247 - Fire	\$237.32	\$474.64
35	2	EA	Luepke LOC0247 - Security	\$237.32	\$474.64
36	2	EA	Marine Park Engineering Admin LOC0455 - Fire	\$237.32	\$474.64

Item No.	Approx. Quantity	Unit of Measure	Item Description	Unit Price	Total Price
37	2	EA	Marine Park Engineering Admin LOC0544 - Security and Emergency Buttons	\$237.32	\$474.64
38	2	EA	Marshall Center LOC0256 - Elevator Phone	\$59.33	\$118.66
39	2	EA	Marshall Center LOC0256 - Fire	\$237.32	\$474.64
40	2	EA	Marshall Center LOC0256 - Security and Emergency Buttons	\$533.97	\$1,067.93
41	2	EA	Marshall Park Restroom LOC0517- Security (installing early 2020)	\$118.66	\$237.32
42	2	EA	Navigation Center LOC0098 - Fire	\$354.91	\$709.82
43	2	EA	Navigation Center LOC0098 - Security	\$354.91	\$709.82
44	2	EA	Operations Center LOC0356 - Fire	\$177.99	\$355.98
45	2	EA	Operations Center LOC0356 - Security and Emergency Buttons	\$296.65	\$593.30
46	2	EA	Police East Precinct LOC0375 - Fire	\$710.89	\$1,421.77
47	2	EA	Police Evidence LOC0356 - Fire	\$237.32	\$474.64
48	2	EA	Police Evidence LOC0356 - Security	\$474.64	\$949.27
49	2	EA	Police Headquarters LOC0377 - Fire	\$354.91	\$709.82
50	2	EA	Police West Precinct LOC0378 - Fire	\$474.64	\$949.27
51	2	EA	Police West Precinct - DECU LOC0378 - Security	\$237.32	\$474.64
52	2	EA	Police Headquarters Chkalov LOC0549 (New) - Elevator Phone	\$59.33	\$118.66

Item No.	Approx. Quantity	Unit of Measure	Item Description	Unit Price	Total Price
53	2	EA	Police Headquarters Chkalov LOC0549 (New) - Fire	\$177.99	\$355.98
54	2	EA	Police Headquarters Chkalov LOC0549 (New) - Security	\$237.32	\$474.64
55	2	EA	Slocum House LOC0420 - Fire	\$59.33	\$118.66
56	2	EA	Slocum House LOC0420 - Security	\$59.33	\$118.66
57	2	EA	Tennis Center LOC0435 - Fire	\$237.32	\$474.64
58	2	EA	Tower Mall (Town Plaza) LOC0437 - Elevator Phone (Set for building demo lat 2020) Building was demolished.	\$59.33	\$118.66
59	2	EA	Tower Mall (Town Plaza) LOC0437 - Fire (Set for building demo lat 2020) Building was demolished.	\$474.64	\$949.27
60	2	EA	Water Resource Education Center (WREC) LOC0456 - Elevator Phone	\$59.33	\$118.66
61	2	EA	Water Resource Education Center (WREC) LOC0456 - Fire	\$237.32	\$474.64
62	2	EA	Water Resource Education Center (WREC) LOC0456 - Security	\$415.31	\$830.61
63	2	EA	Water Station No. 1 LOC0457 - Fire	\$237.32	\$474.64
64	2	EA	Water Station No. 7 LOC0464 - Fire	\$237.32	\$474.64
65	2	EA	Water Station No. 15 LOC0459 - Fire	\$237.32	\$474.64
66	2	EA	Zhen Building LOC0068 - Security	\$118.66	\$237.32
67	2	EA	Parking Lot 18, Vancouver Center, 210 W 6th St	\$267.25	\$534.50

SCHEDULE "C" - SERVICE CALL & HOURLY LABOR CHARGES

Item No.	Approx. Quantity	Unit of Measure	Item Description	Unit Price	Total Price
1	25	EA	Service Call Charge for callout from 8 AM to 5 PM Monday to Friday with a One (1) Hour Response Time.	\$173.18	\$4,329.45
2	100	HOUR	Hourly Rate for Alarm Technician Labor from 8 AM to 5 PM Monday to Friday	\$173.18	\$17,317.80
3	10	EA	Service Call Charge for Callout before 8 AM and after 5 PM Monday to Friday with a One (1) Hour Response Time.	\$256.56	\$2,565.60
4	10	HOUR	Hourly Rate for Alarm Technician before 8 AM and after 5 PM Monday to Friday	\$256.56	\$2,565.60
5	10	EA	Service Call Charge for Callouts for All Hours on Weekends/Holidays with a One (1) Hour Response Time.	\$256.56	\$2,565.60
6	10	HOUR	Hourly Rate for Alarm Technician for All Hours on Weekends/Holidays	\$256.56	\$2,565.60

2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original contract.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Action Technology Systems, LLC

DocuSigned by:

75A9183485CA467...
Eric Holmes, City Manager

DocuSigned by:

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Signature

9/12/2022
Date

Steve Kirkland Owner/Member
Printed Name /Title

Attest:

8/16/2022
Date

DocuSigned by:

BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

9A7DC2E31F694A2...
Jonathan Young, City Attorney

SERVICE CONTRACT #C-100382**AMENDMENT No. 3****Fire and Security Alarm Monitoring and Maintenance**

This Agreement amends the Service Contract number C-100382 by and between the City of Vancouver, hereinafter referred to as "City", and Action Technology Systems, LLC hereinafter referred to as "Contractor", whose address is 835 SE 17th Avenue, Portland, Oregon 97214, for services offered.

This amendment amends the original agreement as follows:

1. Amend bid schedules A and B to add the following location:
 - a. Parking Lot 18, Vancouver Center, 210 W 6th St, Vancouver, WA 98660
2. Prices for this line item shall be:
 - a. Schedule A: \$25/month
 - b. Schedule B: \$125/each
 - c. Schedule C: Labor: No changes
3. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:



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Eric Holmes, City Manager

4/11/2022

Date

Attest:

DocuSigned by:



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Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



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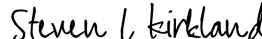
Jonathan Young, City Attorney

Amendment # 3

CONTRACTOR:

Action Technology Systems, LLC

DocuSigned by:



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Signature

Steven L Kirkland

owner/member

Printed Name /Title

4/7/2022

Date

Page 1 of 1

AMENDMENT No. 2**FIRE AND SECURITY ALARM MONITORING AND MAINTENANCE**

This Agreement amends the Fire and Security Alarm Monitoring and Maintenance Contract number 100382 dated September 3, 2020, by and between the City of Vancouver, hereinafter referred to as "City", and Action Technology Systems, LLC hereinafter referred to as "Contractor", whose address is 835 SE 17th Avenue, Portland, Oregon 97214.

This Amendment modifies the Fire and Security Alarm Monitoring and Maintenance C-100382 as follows:

1. Replace **Section 11 PAYMENT OF LABOR** with the following:

The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six months after the bids were due, the prevailing wage rates in effect on the award date shall apply. An approved "Affidavit of Wages Paid" form must be filed at the end of each contract year. If the contract is extended, a "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" form will be required to filed for each contract year. This Contract shall have prevailing wage rates updated annually.

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.

2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

All other terms and conditions shall remain unchanged and in full force and effect.

CITY OF VANCOUVER,
A municipal corporation

DocuSigned by:

75A9183485CA467...
Eric Holmes, City Manager

Attest:

DocuSigned by:

BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

9A7DC2E31F694A2...
Jonathan Young, City Attorney

CONTRACTOR,
Action Technology Systems LLC

DocuSigned by:

846D63DA5DE04C4...
Signature:

James A Kirkland Member
By: Printed Name / Title

AMENDMENT No. 1**FIRE AND SECURITY ALARM MONITORING AND MAINTENANCE**

This Agreement amends the Fire and Security Alarm Monitoring and Maintenance Contract number 100382 dated September 3, 2020, by and between the City of Vancouver, hereinafter referred to as "City", and Action Technology Systems, LLC hereinafter referred to as "Contractor", whose address is 835 SE 17th Avenue Portland Oregon 97214.

This amendment modifies the Fire and Security Alarm Monitoring and Maintenance C-100382 as follows:

1. This amendment increases the total contract amount from 98,079.83 to \$650,000 the total amount approved for five years by SR104-20 on August 24, 2020.
2. This amendment corrects the Contractor's zip code listed on the contract from 9721 to 97214.
3. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

All other terms and conditions shall remain unchanged and in full force and effect.

DATED 2/3/2021.

CITY OF VANCOUVER,
A municipal corporation

DocuSigned by:

75A9183485CA467...
Eric Holmes, City Manager

Attest:

DocuSigned by:

BCF0734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

9A7DC2E31F094A2...
Jonathan Young, City Attorney

CONTRACTOR,
Action Technology Systems LLC

DocuSigned by:

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Signature:

James Kirkland Member

By: Printed Name / Title



Item #1.

Staff Report 104-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/24/2020

SUBJECT Bid Award for 2020 Fire/Security Alarm Monitoring, Installation and Maintenance Services Project (Bid 20-14)

Key Points

- Award a Contract for Fire and Security Alarm Monitoring and Maintenance to meet required State and City Fire Life Safety Codes for all City Buildings.
- Existing contract expired on April 19, 2020, but due to COVID-19 Pandemic, Procurement did an administrative extension until October 31, 2020 to allow time to prepare bid documents and get bid out.

Strategic Plan Alignment

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

Present Situation

The City of Vancouver's existing contract for monitoring of City building fire and security alarms expired on April 19, 2020. Facilities and Procurement prepared bid documents for a new 5-year contract to include monitoring for both the fire and security alarm systems in all City buildings, preventative maintenance of all systems and new installation or additions to all alarm panels and devices with a "not to exceed" cost of \$650,000.00 over a 5-year period. Procurement then posted the bid on April 24, 2020. The bid opening date was scheduled for May 19, 2020.

On May 19, 2020, the City received 2 bids for the subject project. The bids were \$98,079.83 and the other bid was Non-Responsive. The low bidder was responsive and responsible. The bids are as follows:

<u>SUMMARY OF BIDS</u>	
BIDDER	AMOUNT
Action Technology Systems 835 SE 17 th Ave. Portland, OR 97214	\$98,079.83
ADT Commercial 9350 SW Nimbus Ave. Beaverton, OR 97214	NON-Responsive
Engineers' Estimate	\$80,000 -\$125,000 per year

Advantage(s)

To have a certified and reliable Fire and Security Alarm Contractor to perform fire alarm and security alarm monitoring, fire alarm and security alarm system preventative maintenance, along with new installation and additions needed to alarm systems on the City's current and future buildings to meet the Washington State Fire codes and the City of Vancouver Fire Marshall codes and requirements.

Disadvantage(s)

None

Budget Impact

Funds for these inspections have been budgeted.

Prior Council Review

None

Action Requested

Award an Alarm Monitoring/Maintenance Contract for the 2020 Fire/Security Alarm Monitoring, Installation and Maintenance Services Project, per Bid #20-14 project, to the lowest responsive and responsible bidder, Action Technology Systems, 835 SE 17th Ave. Portland, OR 97214 USA, at their bid price of \$98,079.83 per year or not to exceed \$650,000.00 in five years which includes Washington State sales tax.

Mike Shrum, Facilities Contract Services Supervisor, 360-487-8260

ATTACHMENTS:

▢ [Contract](#)



CONTRACT # C-100382

BID 20-14: Fire and Security Alarm Systems Monitoring and Maintenance

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Action Technology Systems LLC hereinafter referred to as "Contractor," whose address is 835 SE 17th Ave., Portland, OR, 97214, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Fire and Security Alarm Monitoring and Maintenance. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 20-14 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on August 24, 2020 per Staff Report No. 104-20; and

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

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

The City of Vancouver is seeking, and Contractor agrees to provide, qualified Security/Fire Alarm and Security Camera Systems Service/Monitoring. Contractors shall be requested to perform necessary and normal maintenance, removal and installation of replacement parts, preventative maintenance and required repairs, as well as alarm monitoring for security/fire alarm and security camera systems at locations listed in Attachments "A, B, and C" in City of Vancouver owned or managed facilities, all in accordance with the Bid Documents, Attachments and Special Provisions.

The City intends to award this contract for a period of five (5) years.

- 2. EFFECTIVE DATE:** This Contract is effective as of the last signature date.
- 3. E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

- 4. CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever. At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

- 6. COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable) \$163,802.25.

This amount reflects year one of the contract pricing, the contract will be amended annually to reflect the current contract year pricing. The amount finally to be paid is, however, variable upon the work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Proposal and as modified by any and all approved Change Orders.

- 7. CONTRACTOR'S INSURANCE:** The Contractor agrees to procure insurance coverage as required below:

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

- 8. CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
- 9. DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.
- 10. EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.

- 11. PAYMENT OF LABOR:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

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

- 12. PAYMENT TO THE CONTRACTOR:** Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate and are in compliance with all contractual requirements. 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.

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

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

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

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

- 14. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.
- 15. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 16. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 17. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 18. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.
- 19. JURISDICTION/VENUE:** In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.

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

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

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

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

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

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

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

25. WAIVER AND REMEDIES: City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under

this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

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

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

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

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

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

31. INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE: The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if fully as set forth herein. Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to the Contract,
2. This Contract,
3. Addenda to the Solicitation,
4. The Solicitation,
5. Contractor's Proposal,
6. Special Provisions,
7. Contract Plan Set,
8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
9. General Conditions for Facility Construction,
10. City of Vancouver Standard Plans,
11. WSDOT Amendments to the WSDOT Standard Specifications,
12. WSDOT Standard Specifications,

13. WSDOT Standard Plans.

32. NOTICES: Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto.

Anna Vogel
City of Vancouver
415 W 6th St.
PO Box 1995
Vancouver WA 98668-1995

James A. Kirkland
Action Technology Systems LLC
835 SE 17th Avenue
Portland OR 9721

By signing below, Contractor accepts the terms and conditions of this Contract and specifically acknowledges and agrees that the provisions contained herein have been mutually negotiated by the Parties.

CITY OF VANCOUVER
A municipal corporation

DocuSigned by:

75A9183485CA467...
Eric Holmes, City Manager
9/3/2020

Date

Attest:

DocuSigned by:

BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

9A7DC2E34F694A2...
Jonathan Young, City Attorney

CONTRACTOR:
Action Technology Systems LLC

DocuSigned by:

846D63DA5DE04C4...
Signature
James A Kirkland Member

Printed Name /Title

9/1/2020

Date

AMENDMENT No. 5
FIRE AND SECURITY ALARM MONITORING AND MAINTENANCE

This Agreement amends the Fire and Security Alarm Monitoring and Maintenance Contract number 100382 dated September 3, 2020, by and between the City of Vancouver, hereinafter referred to as "City", and Action Technology Systems, LLC hereinafter referred to as "Contractor", whose address is 835 SE 17th Avenue Portland Oregon 97214.

This Amendment modifies the Fire and Security Alarm Monitoring and Maintenance C-100382 as follows:

1. This Amendment increases the total contract not to exceed amount from \$650,000.00 to \$715,000.00.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

All other terms and conditions shall remain unchanged and in full force and effect.

DATED 4/27/2023.

CITY OF VANCOUVER,
A municipal corporation

DocuSigned by:

75A9183485CA467...
Eric Holmes, City Manager

Attest:

DocuSigned by:

BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

9A7DC2E31F694A2...
Jonathan Young, City Attorney

CONTRACTOR,
Action Technology Systems LLC

DocuSigned by:

846D63DA5DE04C4...
Signature:

James A Kirkland
By: Printed Name / Title

AMENDMENT No. 6
FIRE AND SECURITY ALARM MONITORING AND MAINTENANCE

This Agreement amends the Fire and Security Alarm Monitoring and Maintenance Contract number 100382 dated September 3, 2020, by and between the City of Vancouver, hereinafter referred to as "City", and Action Technology Systems, LLC hereinafter referred to as "Contractor", whose address is 835 SE 17th Avenue Portland Oregon 97214.

This Amendment modifies the Fire and Security Alarm Monitoring and Maintenance C-100382 as follows:

1. This Amendment increases the total contract not to exceed amount from \$715,000.00 to \$1,415,000.00.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

All other terms and conditions shall remain unchanged and in full force and effect.

DATED _____.

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR,
Action Technology Systems LLC

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report: 101-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/5/2023

SUBJECT Award project to FFA Architectural & Interiors Inc. per RFQ # 23-23 Construction Drawings and Specifications for Repairs to Esther Short Bell Tower and Pumphouse

Key Points

- The Esther Short Bell Tower is in need of structural repairs, as well as both electrical and plumbing repairs, to keep it in good condition and keep all functions of the tower operating.
- The Esther Short Pumphouse is in need of a complete reconstruction to separate the electrical panels and components and stream plumbing to two separate rooms due to the stream chemicals impacting the electrical equipment.

Strategic Plan Alignment

Goal 1: Ensure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest

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

Present Situation

- On March 8, 2023, RFQ 23-23 was issued for solicitation for proposals from Architectural firms to produce construction drawings and specifications for the repairs to the Esther Short Bell Tower and Pumphouse.
- On April 5, 2023, the City received one (1) proposal for (RFQ) 23-23: Construction Drawings and Specifications for Repairs to Esther Short's Bell Tower and Pumphouse. There was only one company that sent in a proposal for this project, which was FFA Architectural & Interiors. FFA was responsive
- On April 12, 2023, the review panel met and the consensus of the review panel to select FFA Architectural for the projects and award a three (3) year contract with the option of two (1) year extensions at the election of the City to allow for the completion of the projects. FFA Architectural was the firm that performed the original building assessments on both structures. We asked FFA Architectural & Interiors to send us cost proposals for their services to establish a "not to Exceed"

price for the work for both projects. The proposal costs for construction drawings and specifications and project management for the Bell Tower was \$425,241 and the Pumphouse was \$346,798, combined was \$772,039.

Advantage(s)

1. Allows continued performance of maintenance and upgrades as needed to present safe and excellent appearance for the structures to the public.
2. Allows continued use of this contract for other structures in the Esther Short Park area as needed.

Disadvantage(s)

None

Budget Impact

Current Capital budget funds combined is \$1,450,000 for completion of both projects. The bid for the design costs is significantly higher than was anticipated for this project. It is sufficient to cover the design and construction drawing costs of this phase of the project, but will likely not be sufficient to cover the cost of the project in this biennium.

Prior Council Review

None

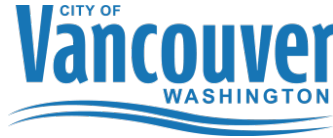
Action Requested

On June 5, 2023, award a contract C-101238 for the Esther Short Bell Tower and Pumphouse Repair Project for construction documents and project management to FFA Architectural & Interiors Inc., 520 SW Yamhill, Suite 900, Portland, OR, 97204, with a not to exceed price of \$772,039, which includes Washington State sales tax, and authorize the City Manager or designee to execute the same.

Mike Shrum, Facilities Contract Services Supervisor, 360-487-8260

ATTACHMENTS:

- ▣ Contract C-101238



CITY OF VANCOUVER
CONSTRUCTION DRAWINGS AND SPECIFICATIONS FOR REPAIRS TO ESTHER
SHORT'S BELL TOWER AND PUMPHOUSE SERVICES AGREEMENT
No. C-101238

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 FFA Architecture and Interiors, Inc (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 Qualifications, numbered 23-23 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor be capable of performing the required services; and

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

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

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City all services and materials set forth below and 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 shall produce construction drawings and specifications, as well as construction administration, for two projects located at Esther Short Park, the Bell Tower and Pumphouse.

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 \$772,039.00 USD.

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

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

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

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

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

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

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on June 15, 2023 and continue until June 14, 2026. City reserves the option to extend the contract an additional two years, in one-year increments. Total contract shall not exceed five years. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the

United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.

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

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

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

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

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

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

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

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

permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

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

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$5,000,000
V. Professional Liability	
Policy shall include coverage against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor	\$1,000,000

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

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

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

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

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

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

For the Contractor:
Troy Ainsworth
FFA Architecture and Interiors, Inc
520 SW Yamhill Street, Suite 900
Portland, OR 97204
Email: tainsworth@ffadesign.com

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

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

five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

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

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

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

FFA Architecture and Interiors, Inc

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



May 16th, 2023, Revised
May 5th, 2023

Michael Shrum
Facilities Contract Service Supervisor
City of Vancouver
P.O. BOX 1995 (912 NE 192nd Ave)
Vancouver, Washington 98668

Re: **Esther Short Park Bell Tower and Pumphouse Architectural and Engineering Services**

Dear Michael,

Thank you for the opportunity to continue to work with the City of Vancouver to provide architectural and engineering services for the Salmon Run Bell Tower and Pumphouse at Esther Short Park. FFA Architecture and Interiors (FFA) and our consulting team will work with the City and their fountain consultant to review selected options from the earlier FFA team assessments and provide construction document and contract administration services for the Bell Tower and Pumphouse. The FFA team is excited to assist the City of Vancouver to repair the Salmon Run Bell Tower and upgrade the associated Pumphouse so the citizens of Vancouver can enjoy the park and fountain for years to come.

We understand your goal is to repair the tower to closely match the original design with measures put in place that will reduce the potential for future damage from the water infiltration identified in the assessment. The City intends to expand the existing Pumphouse to address the existing moisture and corrosion issues. Our team will incorporate the City's fountain consultant's designs for the water systems inside the Pumphouse. This proposal includes a detailed outline of the scope of services and our consulting team for your review. Significant changes to the assumptions and outlined scope of work may result in revisions to the proposal amount. We ask that you notify us if any of these assumptions are incorrect prior to finalizing the contract for this work.

Thank you for this opportunity to work with the City of Vancouver again. If you have any questions, please don't hesitate to contact us.

Sincerely,

A handwritten signature in blue ink, reading "Troy Ainsworth".

Troy Ainsworth, AIA, NCARB
Principal

A handwritten signature in blue ink, reading "Laura Roark".

Laura Roark, AIA
Associate Partner

PROJECT DESCRIPTION

Salmon Run Bell Tower (Base Scope)

The 69-foot-tall Bell Tower is located in Propstra Square in the southeast corner of Esther Short Park near the intersection of 6th and Columbia Streets in Vancouver, Washington. It consists of a clock tower containing a series of bells cast in the Netherlands and a glockenspiel diorama which tells the Chinookan Indians tribal legend of the salmon's life cycle. It also contains a water feature which includes the "Spiraling Salmon", an art installation by Jim Demetro, of bronze salmon sculptures swimming up the tower walls on all four sides from the plaza below.

The City of Vancouver's goal is to repair the Salmon Run Bell Tower to preserve it for future generations. The FFA team will work with the City of Vancouver to design and execute the Option 3 concept developed in the Salmon Run Bell Tower Assessment and Recommendations Package dated June 17, 2022.

The construction budget for the Bell Tower is approximately \$800,000 excluding fountain design scope.

Pumphouse (Optional Scope)

The one-story, approximately 196 square foot Pumphouse building sits on the W 6th Street side of the middle of Esther Short Park, between the Historic Slocum House and the Salmon Run Bell Tower. It contains the electrical and chemical plumbing equipment that provides treated water to the Bell Tower and splash pad as well as electrical infrastructure to the park.

The City of Vancouver's goal is to repair the Pumphouse so it can function long-term in servicing the electrical infrastructure and water features in the park, including the Bell Tower and the splash pad. The city intends to expand the Pumphouse to accommodate needed modifications but has not selected an option from the two (2) expansion options presented in the Pumphouse Assessment and Recommendations Package dated January 20, 2023. The FFA team will work with the City to select and then design the option that will provide a rehab of the building and infrastructure for continued operation that is more effective and efficient.

The construction budget for the Pumphouse is approximately \$650,000 excluding fountain and pump systems design scope.

General

It is understood that the Bell Tower and the Pumphouse are the only structures in the park that are being renovated in the scope of these projects. The City of Vancouver will be providing a fountain consultant for the design of the water systems at the Bell Tower and Pumphouse. The site scope of work only extends to the expanded footprint of the Pumphouse and five to ten feet beyond its walls to connect utilities and adjacent gradings. The fee developed is based on the understanding that there is no sitework for the Bell Tower and there will not be any work in the plaza, splash pad, park nor right-of-way. The projects are not pursuing LEED nor other certifications. The Bell Tower and the Pumphouse will be submitted as separate projects for permitting and billing purposes.

SCOPE OF SERVICES

The following is a list of services based on the project description and assumptions. The Bell Tower and the Pumphouse will have separate document sets, but combined meetings when possible. The services provided are applicable to both projects. Regular project update conversations and phone calls are considered part of the base services and are not counted against the meeting totals listed below. Whenever possible, meeting topics may be grouped together for efficiency.

TASK 1 – Contract Documents (22 weeks)

The purpose of this phase is to meet with key stakeholders and consultants to refine the scope of the project, review the existing conditions, develop the design, and create construction documents. Eight (8) client meetings will be provided during this phase.

Meetings

- One (1) meeting with the City to review and confirm concept design selection and scope
- One (1) kickoff meeting with the core/stakeholder team.
- One (1) site tour to document existing conditions based on the selected renovation option.
- One (1) review meeting with the City and consultants to review equipment, electrical, ventilation, and other infrastructure needs.
- One (1) virtual page turn meeting with the client to review the 50% CD set.
- One (1) virtual meeting with the client to review the 50% CD cost estimate.
- One (1) virtual page turn meeting with the client to review CD progress drawings and confirm 50% CD comments have been captured.
- One (1) virtual page turn meeting with the client to review the final drawing set (95% CDs) to confirm all scope and requested changes have been captured.

Tasks

- Facilitate Kickoff meeting and confirm project goals, concept selection, scope, and any project constraints, budget, or design intent changes as appropriate.
- Conduct site observation to document applicable existing conditions based on the selected renovation option
- Develop CAD drawings from record PDFs provided by the City and update the drawings based on site observation; minor updates included in scope
- Develop drawings to communicate the scope of work
- Update documents per owner feedback.
- Develop contract document drawings and specifications for permitting and construction.
- Conduct internal review/QAQC.

Deliverables

- Two cost estimates. One at 50% CD and one at 95% CD.
- Construction Documents. This includes code summaries, schedules, floor plans, enlarged plans, reflected ceiling plans, interior and exterior elevations, interior and exterior details, consultant documents and project specifications.

TASK 2 – Permitting & Bidding (8 weeks)

The purpose of this phase is to steward the construction documents through the permitting process at the City of Vancouver. We will also support the City in the bidding process and their selection of the project's contractor.

Meetings

- One (1) Pre-Bid Meeting
- Up to two (2) Progress Meetings

Tasks

- Submit documents for permit (permit fees are not included in compensation schedule).
- Respond to code official and planning official comments.
- Respond to bidding questions.

- Review substitution requests with City and draft addenda if applicable.
- Review final bids with Owner.

Deliverables

- Code and planning comment responses.
- Up to two (2) addendum packages.

TASK 3 – Construction Administration (26 weeks)

Once the permit has been awarded, the purpose of this phase is to provide input on the construction process and support the selected contractor in executing the design intent as outlined below. Assumed up to twenty (20) meetings will be provided during this phase.

Meetings

- One (1) Pre-Construction Meeting
- Up to sixteen (16) construction meetings with the owner and contractor.
- Up to sixteen (16) Architectural or Engineering site visits to review construction progress.
- One (1) Substantial Completion Review
- One (1) Final Completion Review
- One (1) One Year Warranty Review

Tasks

- Conduct Pre-construction meeting.
- Two (2) reviews of submittals (one (1) review of initial submittal, and one (1) resubmittal review)
- Respond to contractor Requests for Information (RFI)
- Provide up to sixteen (16) site observation reports.
- Review applications for payment.
- Review contractors punch list and provide additional punch list items as needed.
- Complete project closeout.

Deliverables

- Substantial Completion Certificate

DESIGN AND CONSULTANT TEAM

Architectural Consulting
Structural Engineering Consulting
Mechanical, Electrical, Plumbing Engineering Consulting
Civil Engineering
Landscape Architects
Envelope Consulting
Specifications
Cost Consultant

FFA Architecture & Interiors, Inc.
Kramer-Gehlen & Associates, Inc.
PAE Consulting Engineers, Inc.
KPFF Civil Engineers
Lango Hansen Landscape Architects
Professional Roof Consultants
M. Thrailkill Architect LLC
ACC Cost Consultants, LLC

ASSUMPTIONS

- Drawings will be based on the owner provided record drawings and are assumed to be accurate. FFA to spot check during site observation and provide minor updates based on current conditions. Significant

discrepancies noted during site observation and deemed necessary to include in the drawings for accurate plans will be considered additional services.

- Owner requirements and standards are to be provided at project initiation by Owner.
- Owner will make timely direction and decisions to maintain project schedule.
- The following are Owner provided services and information:
 - Site Surveys, lot line adjustments, and locating services
 - Geotechnical and Environmental evaluations and reports
 - Hazardous materials assessments and mitigation design
 - Land Use consultant
 - Arborist, if trees are impacted
 - Fountain/pool consultant for fountain and pump system design
 - Commissioning and testing (HVAC, mock-up, window/envelope, acoustic, structural testing, etc.)
- Sprinkler system, technology design, nor other specialty designs are not included.
- Fee Assumes Land Use, Design Review, or Historic Reviews will not be required or provided by owner.
- Fee assumes Design services are limited to Architectural, Civil, Landscape, Electrical, Mechanical, Plumbing, Structural and Cost Estimation only. Specialty Fountain Design services are excluded and are to be provided by City's consultant either under separate contract or added to this scope of work in a future additional services request.
- Fee assumes one (1) Contract document set utilized for both permitting and bidding.
- Fee assumes one (1) round of contractor bidding.
- If scope of work requires any additional services, FFA will notify the Owner and request approval to utilize contingency or request additional services.
- Demolition drawings will be provided in a schematic format only with demolition notes and will not record all existing conditions. Only applicable plans, elevations, or details will be developed to the minimum level required to communicate the design intent.
- Meetings will be held via video conference except for the site visits listed, or as noted otherwise.
- The Contractor will coordinate, schedule, and provide meeting minutes for all construction phase meetings.
- The construction schedule identified below is an estimate and is subject to change. Should the schedule extend beyond FFA's control, additional fees for services carried out after this period will be billed on a time and materials basis.
- Permit, Authority Having Jurisdiction, Agency, or other fees and charges required by the City of Vancouver for any of the proposed project scope or project construction are not included.
- Services listed in the attached "Exclusions" document to be excluded unless directly identified in the scope above.
- **Structural Consulting** will consist of the design of structural elements for reconstruction:
 - Conduct gravity and seismic resisting systems analyses based on the current Code.
 - Develop framing and foundation sizes and configurations, typical beam, joist, brace, and column sizes as applicable.
 - Develop structural calculations, general notes, and drawings.
 - Develop structural details and coordinate structural framing with other building systems.
 - Provide recommendations for connections of non-structural elements attaching to the structure.
 - Provide mark-ups of structural portions of architectural specifications.
 - Provide design revisions per plan reviewer and provide input and support during the bidding, permitting, and construction phases of the project.
 - Review and respond to plan check comments.
 - Review and respond to structural submittals, RFIs, and change orders.
 - Conduct up to two (2) site visits and provide site visit reports.
 - The soils report of the existing conditions is assumed to be provided by the City prior to commencement of the project.
 - MEP support and seismic bracing will be bidder designed
 - Structural engineering of any temporary shoring of the existing structure is not included in scope.

- **Mechanical, Electrical, and Plumbing Consulting** scope will consist of the engineering of the new mechanical, electrical, and plumbing systems:
 - Heating and ventilation engineering.
 - Power and interior and exterior lighting distribution, connections, switching, selection, and illumination engineering.
 - Plumbing engineering, including sanitary, storm, domestic cold water, and fixture selection as appropriate.
 - Develop drawings, details, diagrams, narratives, calculations, and system requirements for MEP scope.
 - Provide design revisions per plan reviewer and provide input and support during the bidding, permitting, and construction phases of the project.
 - Review and respond to plan check comments.
 - Review and respond to MEP submittals, RFIs, and change orders.
 - Conduct up to two (2) site visits (one for mechanical and one for electrical) and provide site visit reports.
 - Fountain pump and control system analysis, engineering, and design are not included.
- **Envelope Consulting** will consist of review and design guidance of roof / wall systems, flashing assemblies, and concealed waterproofing assemblies:
 - Review and redline of design documents and specifications related to exterior, waterproofing conditions, and other enclosure scopes of work.
 - Develop envelope details such as waterproofing systems, WRB assemblies, and various transition details.
 - Respond to bidder questions regarding envelope scopes of work.
 - Review and respond to submittals, RFIs, and change orders regarding envelope scopes of work.
 - Conduct up to eight (8) site visits (one for mechanical and one for electrical) and provide site visit reports.
 - Develop detailed punch list for each envelope related system.
- **Civil and Landscape Consulting**
 - Pumphouse scope understood to consist of minimal exterior civil improvements primarily related to the expansion of the building and impacts to the adjacent landscape. Fee proposal only includes minor civil scope, if needed landscape design would be allocated from the contingency.
 - The Bell Tower is assumed to not require work since the work is all interior.
 - If additional scope arises, the contingency fee will be applied. If work is required beyond this fee, then additional services will be required.

SCHEDULE

The anticipated receipt of Notice to Proceed (start date) has been estimated at no more than two weeks after this proposal has been submitted. The durations shown below establish time limits for each phase of the project and are based on the proposed fees. Should these durations be extended beyond the control of FFA, additional fees for services carried out after this period will be billed on a time and materials basis.

Project Phase	Approx. Duration
Notice to Proceed	TBD
Task 1 – Construction Documents	22 Weeks
Task 2 – Permitting & Bidding	8 Weeks
Task 3 – Contract Administration	26 Weeks

COMPENSATION

Services to be provided as a Fixed Fee. Design contingency is provided to address undefined services and will require owner approval prior to utilizing.

BASE SCOPE: Salmon Run Bell Tower Scope of Services Fees

Task 1 – Construction Documents	\$ 251,251.00	
Task 2 – Permitting & Bidding	\$ 37,550.00	
Task 3 – Contract Administration	\$ 108,540.00	
Fee subtotal		\$ 397,341.00
Project contingency (Civil & Landscape from contingency if needed)		\$ 20,000.00
Reimbursable Expenses		\$ 7,900.00
SERVICES TOTAL		\$ 425,241.00

OPTIONAL SCOPE*: Pumphouse Scope of Services Fees

OPTION 1 Selected by COV.

Task 1 – Construction Documents	\$ 219,693.00	
Task 2 – Permitting & Bidding	\$ 33,135.00	
Task 3 – Contract Administration	\$ 67,570.00	
Fee subtotal		\$ 320,398.00
Project contingency (Landscape from contingency if needed)		\$ 20,000.00
Reimbursable Expenses		\$ 6,400.00
SERVICES TOTAL		\$ 346,798.00

* Fees quoted for optional scope are only valid if the two projects run concurrently, allowing staffing efficiencies. If the Pumphouse is added at a later date and does not match the Bell Tower schedule, it will require a new fee proposal.

Reimbursable expenses such as reproductions, postage/delivery, photographs, prints and plots, etc. are billed at 1.0 times the direct cost. Fees for services will be billed monthly and are due and payable upon receipt. Amounts outstanding after 30 days will incur service charges of one and one-half percent per month.

As reflected in the grand total in the above compensation table, compensation for the project assumes it is allowable to transfer left over reimbursable/expenses fees into FFA labor and be billed as such, if necessary to cover the scope of work needed to complete the project.

PROPOSAL DURATION

This Proposal is valid for (60) days from date of issuance. Additional costs may be incurred if the proposal is accepted after this time period, if the optional scope is approved at a later date, or the project is not completed within the (56) weeks project duration from the Notice to Proceed.

Sincerely,
FFA Architecture and Interiors, Inc.



Troy Ainsworth, AIA, NCARB
Principal



Laura Roark, AIA
Associate Partner

Please initial selected scope of work: **To run concurrently at least through permitting, Pumphouse Construction pending more funding approval.**

<u>MES</u>	BASE SCOPE: Salmon Run Bell Tower Scope of Services Fees	\$ 425,241.00
<u>MES</u>	OPTIONAL SCOPE: Pumphouse Scope of Services Fees Option 1	\$ 346,798.00

Please confirm your approval by signing in the space provided below and returning a signed copy of this letter.



Michael Shrum
Facilities Contract Service Supervisor
City of Vancouver, Washington

5/16/23

Date

ATTACHMENTS:

Attachment "A": Exclusions

Attachment "B": Hourly rates

CC: Patricia Pierce, FFA

ATTACHMENT "A"

EXCLUSIONS

The following items are excluded from the FFA scope of work for base services. If FFA and the City of Vancouver determine that the following items or other additional services are required by the conditions of the project, those items will be added to the FFA's services and compensation.

- As-Built Documentation Services to measure and record existing or as-constructed building conditions.
- Environmental services. Asbestos and other hazardous materials surveys, assessments and abatement drawings and specifications for the building will be performed by a consultant hired by the City
- LEED certification or LEED equivalent documentation.
- Multiple document packages beyond the single package outlined in this proposal's Scope of Services.
- Multiple design options beyond what is outlined in this proposal's Scope of Services, alternates or revisions after acceptance.
- Furniture, Fixtures, and Equipment (FF&E) design, selection or procurement
- 1% for Art selection assistance, coordination, and documentation.
- Coordination with and review of third-party value engineering studies.
- Commissioning Consultant
- Building envelope code compliance submittals.
- Custom light fixtures design and/or exterior lighting design/specification.
- Technology consulting and design at the active component level for information systems, communications, and facility systems. This includes component and application selection.
- Audio/Video Design
- Technology, Security, and Intrusion Detection Systems.
- Data / Telecommunications systems design of cable infrastructure for voice and data low voltage systems, conduit infrastructure for building and room access control and security.
- Meetings with public agencies and community meetings other than those listed in the proposal and the materials for the meetings (Design Review, Land Use Review, and Historic Landmarks)
- Exterior scope that will trigger Design Review including site, landscape, and civil work
- Coordination of Owner's Consultants or Contractors
- Acoustic Engineering and design services, calculations, and/or testing
- Building Signage beyond code compliance
- Energy or Daylighting Modeling
- Artwork, Accessories, and Interior Plantscapes
- Disabled access compliance design beyond Oregon Structural Specialty Code and Americans with Disabilities Act current at the time of project permitting
- BOMA Calculations
- Value Analysis
- Project phasing
- Energy Incentive Program Assistance
- Photorealistic and presentation quality 3-D Renderings, flythroughs, or models

RATE INFORMATION

Architectural & Engineering Services

Esther Short Park Bell Tower and Pumphouse
City of Vancouver
May 5, 2023

Architectural & Engineering Team

FFA Architecture and Interiors, Inc.
Architecture and Interiors

Kramer Gehlen
Structural Engineering

PAE
M/E/P Engineering & Commissioning

KPFF Civil
Civil Engineering

Lango Hansen
Landscape Architecture

Professional Roof Consultants
Building Envelope/Roofing Consulting

ACC Cost Consultants, LLC
Cost Estimating

M. Thrailkill Architect LLC
Project Specifications



FFA Architecture and Interiors, Inc.

Standard Billing Rates - 2023

Principal	\$255.00 per hour
Partner	\$225.00 per hour
Architectural Staff VI	\$200.00 per hour
Architectural Staff V	\$190.00 per hour
Architectural Staff IV	\$160.00 per hour
Architectural Staff III	\$140.00 per hour
Architectural Staff II	\$125.00 per hour
Architectural Staff I	\$105.00 per hour
HP Specialist I	\$105.00 per hour
Interior Designer V	\$170.00 per hour
Interior Designer IV	\$160.00 per hour
Interior Designer III	\$140.00 per hour
Interior Designer II	\$125.00 per hour
Interior Designer I	\$105.00 per hour
Marketing/Administrative	\$105.00 per hour

Reimbursable expenses such as reproductions, postage/delivery, photographs, prints and plots, etc. are billed at direct cost. Any reimbursable expenses not listed, does not exclude them from being billed as a reimbursable project expense. Project mileage is billed at the current IRS rate. Consultant billings will be billed at direct cost.

Fees for services will be billed monthly and are due and payable upon receipt. Amounts outstanding after 30 days will incur service charges of one and one-half percent per month.

Hourly rates are subject to change annually.

Effective June 1, 2022

The fees for our services will be based upon the rates listed below. All fee quotations are applicable for a period of one hundred eighty (180) days from the date of the proposal to which this schedule is attached.

Senior Principal	\$190.00 per hour
Principal	\$180.00 per hour
Associate Principal	\$150.00 per hour
Senior Project Engineer	\$140.00 to \$145.00 per hour
Project Engineer	\$110.00 to \$135.00 per hour
Staff Engineer	\$100.00 to \$105.00 per hour
Designer	\$ 85.00 to \$ 95.00 per hour
Technician	\$110.00 per hour
Administrative	\$ 85.00 per hour

These rates apply to regular time and travel in the United States. A maximum travel time of eight (8) hours will be charged in any day. Overtime, if required, will be charged at 1.5 times the above rates. Overtime will apply to time in excess of eight (8) hours per day, and all time on Saturdays, Sundays and holidays.

For multiple year agreements, a two percent (2%) to three percent (3%) increase shall be anticipated.

Reimbursable Items

Outside services performed by others and direct expenses incurred on the client's behalf are charged at 1.1 times our cost. Such items include, but are not limited to: Delivery services, plotting for non-scheduled review sets or if we must print our own review sets of other team members' drawings, printing outside of normal expected prints, printing of large shop drawing files, outside consultants and testing laboratories, special permits and inspection fees, photographs, providing electronic files for non-design team use and, if required, travel-related costs, including lodging, auto rentals and meals. These expenses, excluding travel-related costs, will be billed at 1.1 times our cost.

Please note: These rates are subject to adjustment in the future.



PAE Hourly Rates



January 1, 2022

Labor Category	Hourly Rate
General Administrative	\$100
Project Coordinator	\$115
Senior Project Coordinator	\$125
Graphic Designer	\$135
BIM Technician	\$125
Senior BIM Technician	\$135
BIM/Revit Lead	\$185
Engineer/Designer	\$140
Assistant Project Manager	\$140
Staff Engineer/Staff Designer	\$150
Project Engineer/Project Designer	\$165
Lead Engineer/Lead Designer	\$190
Senior Engineer/Senior Designer	\$240
Associate	\$215
Senior Associate	\$240
Associate Principal	\$260
Principal	\$315

***KPFF Consulting Engineers
Civil Engineering + Land Surveying***

January 1, 2023 through December 31, 2023

CIVIL	RATES
Principal	\$260
Senior Project Manager	\$215
Project Manager	\$205
Project Engineer	\$175
Design Engineer/Designer	\$155
Draftsperson/Technician	\$135
Project Administrator	\$115

SURVEY	RATES
Principal	\$260
Survey Manager	\$195
Project Surveyor	\$150
Survey Technician	\$130
Two-Person Survey Crew	\$210
Project Administrator	\$115

ENVIRONMENTAL	RATES
Sr. Natural Resource Specialist	\$195

EXPENSES	RATES
Mileage	current IRS rate

Billing Rates:

Principal	\$155/hr
Project Manager	\$115/hr
Staff	\$85/hr

SCHEDULE OF CHARGES

(2023)



All work completed by PROFESSIONAL ROOF CONSULTANTS, INC. which is compensated on a time and material basis will be invoiced in accordance with this Schedule of Charges. All charges will be made on the basis of rates in effect at the time the work is performed. When the unusual nature of a project necessitates additional charge, the client will be notified in advance.

HOURLY RATES

* Principals:	\$180.00 / hour
* Commissioning Specialist:	\$165.00 / hour
* Senior Consultant:	\$155.00 / hour
* Technical Specialist:	\$142.00 / hour
Roof Inspector:	\$110.00 / hour
Envelope Inspector:	\$110.00 / hour
AutoCAD Technician:	\$100.00 / hour
Administrative Support:	\$80.00 / hour
+ Arbitration/Mediation:	\$200.00 / hour

* SUBJECT TO SLIDING RATE BASED ON TASKS PERFORMED BY CLASSIFICATION

† TASKS PERFORMED BY PRINCIPALS & QUALIFIED TECHNICAL SPECIALISTS ONLY.

TESTING SERVICES

Various laboratory and field-testing services are performed by, outsourced to, or jointly performed by PROFESSIONAL ROOF CONSULTANTS, INC. and trusted, certified lab agencies, to assure the best results for the end client. Fees for such services are negotiated on a case basis so that appropriate testing methods are applied to achieve the best and most cost effective results.

Testing services are tailored to each particular need and include, but are not limited to:

- Moisture testing
 - ◆ Destructive & non-destructive capacitance
 - ◆ Infrared
- Asbestos testing and friability assessments
- Water testing and analysis – ASTM and AAMA
- Mold identification, testing, and remediation plans
- Dew point analysis and calculations
- Fastener pull-out and adhesion testing
- Membrane test cut analysis

REIMBURSABLE EXPENSES

Reimbursable expenses for PROFESSIONAL ROOF CONSULTANTS, INC. include actual expenditures and will be reimbursed at cost except personal car mileage which will be reimbursed at current standard mileage rates as published by GSA and IRS. Reimbursable expenses include:

- Personal car mileage
- Air fare and car rental
- Meals and subsistence for travel
- Printing and plotting charges
- Delivery charges
- Materials costs
- Consultant costs
- Other direct expenses

TERMS OF PAYMENT

All services provided by PROFESSIONAL ROOF CONSULTANTS, INC. which are compensated on a time and material basis will be invoiced monthly as the work progresses. Services agreed according to Fixed Fee Contracts will be invoiced on a percent complete basis as the work progresses. Unless otherwise agreed, the total amount of each invoice is payable upon receipt. Any portion of the invoice not paid within 30 days of the invoice date is considered delinquent and is subject to a rebilling charge of 1½ % per month of the unpaid balance.

Billing Rates:

	<u>2023</u>	<u>2024</u>
Principal:	\$196.00 / hr.	\$204.00 / hr.
Senior Estimator:	\$155.00 / hr.	\$161.00 / hr.
Estimator:	\$106.00 / hr.	\$110.00 / hr.
Mechanical Estimator:	\$172.00 / hr.	\$178.00 / hr.
Electrical Estimator:	\$155.00 / hr.	\$161.00 / hr.

Additional reimbursable expenses such as travel & lodging outside the Portland metropolitan area will be based on the current IRS standard mileage rate plus hourly rate for person(s) traveling.

- ACC Cost Consultants, LLC (ACC) is certified as an Equal Employment Opportunity employer with The City of Portland
- ACC is registered with the Secretary of State of Oregon, Corporation Division, registration # 610780-86
- Federal Tax ID Number, EIN: 61-1713208

Vancouver Bell Tower for FFA Architecture and Interiors Inc.

Hourly Fee	\$175 /hr
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Staff Report: 102-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/5/2023

SUBJECT Approval of Purchasing Authority for Waterborne Traffic Line Paint from Alpine Products, Inc.

Key Points

- The City has greatly benefited from using the competitively solicited Pierce County Contract #22-035 and would like to continue to utilize this contract with Alpine Products Inc. for waterborne traffic line paint as part of the annual pavement striping program. Utilizing this contract will enable City departments to purchase striping paint and materials at a competitive price.
- Purchases from this contract are approaching the City's \$300,000 threshold and staff is requesting approval to exceed the threshold to allow for future purchases.

Strategic Plan Alignment

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

Present Situation

The City currently purchases paint for maintenance striping from Alpine Products, Inc. through their contract with Pierce County (#22-035) as signed in April of 2022 following a competitive bidding process. In 2023, the total purchases from this contract will exceed the \$300,000 threshold requiring approval of Council. This will enable the Public Works department to continue to utilize this contract to purchase waterborne traffic line paint and materials to take advantage of this competitive price.

Public works has ongoing, annual needs for traffic line paint of approximately \$225,000-\$275,000 per year and is requesting Council approve the increased spending with Alpine Products, Inc. up to a \$1,250,000 threshold against this contract, which is currently good through April 18, 2024, with eligible yearly extensions through April 18, 2027.

Advantage(s)

1. Utilizes an existing contract through Pierce County with eligible annual extensions through April 18, 2027.
2. Utilizing an existing contract through cooperative purchasing saves the City time and money in going out for a separate bid process.

Disadvantage(s)

None

Budget Impact

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

Prior Council Review

None

Action Requested

Approve purchasing authority related to the Pierce County Contract #22-035 with Alpine Products, Inc. in an amount not to exceed \$1,250,000 through April 18, 2027.

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

ATTACHMENTS:

- ▢ SC-109061 Alpine Contract - Pierce County Traffic Paint
- ▢ Pierce County Traffic Paint Bid #22-035



COUNTY OF PIERCE
SUPPLY / SERVICE
CONTRACT

Contract No. SC-109061

THIS CONTRACT, made and entered into by and between

PIERCE COUNTY

950 Fawcett Avenue Ste 100
Tacoma WA 98402

hereinafter referred to as the Owner, and

Alpine Products

550 3rd St. SW Bldg. C
Auburn, WA 98001

hereinafter referred to as the Contractor shall be the agreed basis of delivering the good(s) identified herein.

FIRST: The Contractor agrees to deliver the goods called for in the Invitation to Bid:

Waterborne Traffic Line Paint – Bid No. 22-035

Prepared by Pierce County Purchasing according to the terms of such contract documents which documents are incorporated herein by reference. The contract documents shall include, but shall not be limited to, the accepted Bid, General Conditions, Specifications, Addenda, Advertisement for Bids, and this Contract. Contractor has previously reviewed and agreed to all contract documents other than this Contract and agrees that Owner maintains the official copy of the complete contract documents.

SECOND: The services under this contract shall commence as soon as the Contractor has officially received the first order and Notice to Proceed by the Department. The Contract termination date will be one (1) year from the execution date of this contract. This contract may be automatically renewed for four (4) additional one (1) year terms, unless either party gives notice of non-renewal not less than 60 days prior to the expiration of any one-year term.

THIRD: In consideration of Contractor's delivery of ordered goods on the terms specified by the contract documents, the Owner hereby agrees to pay the Contractor for the goods received in an amount not to exceed \$1,500,000.00, which is to include applicable Washington State Sales Tax based on location that goods are to be delivered. Contract pricing is outlined below:

Item	Description	UOM	Unit Price
1	Type 1: Rapid Dry Traffic Line Paint, White	GAL	\$12.85
2	Type 1: Rapid Dry Traffic Line Paint, Yellow	GAL	\$12.85
3	Type 2: High Build Traffic Line Paint, White	GAL	\$15.40
4	Type 2: High Build Traffic Line Paint, Yellow	GAL	\$15.40
5	Type 3: Cold Weather Traffic Line Paint, White	GAL	\$15.84
6	Type 3: Cold Weather Traffic Line Paint, Yellow	GAL	\$15.84

Owner will order listed goods only as needed, and Contractor agrees to deliver only those goods ordered on the terms agreed herein.



CONTRACT SIGNATURE PAGE
Waterborne Traffic Line Paint

Contract # SC-109061

IN WITNESS WHEREOF, the parties have executed this Agreement, on the day and year last specified below.

ALPINE PRODUCTS:

DocuSigned by:
Joe Chanes 4/18/2022
Contractor Signature _____ Date _____
Title: Sales Manager _____

Name: Joe Chanes _____

Address: _____

Mailing Address: _____

Point of Contract Name: _____

Phone No. _____

Email Address: _____

PIERCE COUNTY:

Approved as to legal form only:
DocuSigned by:
John Salmon 4/18/2022
Prosecuting Attorney _____ Date _____

Approved:

DocuSigned by:
Dennis Titayen 4/18/2022
Department Director _____ Date _____

DocuSigned by:
Gary Robinson 4/18/2022
Finance Director _____ Date _____

DocuSigned by:
Bruce Dammeier 4/18/2022
County Executive _____ Date _____
(If over \$250,000)



PIERCE COUNTY

INVITATION TO BID NUMBER 22-035

FOR

ACRYLIC WATERBORNE TRAFFIC LINE PAINT

BID DUE DATE/TIME: Monday, February 28, 2022 @ 1:00 pm

Bids to be submitted via:

Procureware (instructions available under "DOCUMENTS" tab on how to submit.

Proposals will be opened and publicly read via webcast 30 minutes after the time indicated above unless the Bid Opening has been delayed or canceled. The link for the webcast will be posted on Pierce County's website at <http://www.piercecountywa.gov/CurrentSolicitations> prior to the bid opening.

BID ISSUED BY:

Pierce County Procurement and Contract Services

Attention: Andrew Robson

pcpurchasing@piercecountywa.gov

253-798-7456

TABLE OF CONTENTS

BID DOCUMENTS:

Invitation to Bid.....	2 Pages
Scope of Work.....	1 Pages
Bid Specifications.....	6 Pages
Bid Form.....	2 Pages
General Provisions of the Contract.....	9 Pages
Contract Compliance for Professional, Technical, Supply or Services.....	1 Pages

PLANHOLDER'S LIST:

BIDDERS WHO **REGISTER** AND DOWNLOAD BID DOCUMENTS will be automatically added to the bidder's list in the ProcureWare Bidding Software. Notifications for bid updates, addendum and other bid information will be sent to all bidders who **register** with Pierce County ProcureWare and are a 'Bidder' under this bid number. Instructions to register as a bidder are available [here](#).

BID QUESTIONS:

All questions must be submitted within the Pierce County ProcureWare software, under the Clarifications Tab not later than **seven days prior to bid opening**. **Bidders must be registered in the ProcureWare software in order to submit questions.** Instructions for Pierce County ProcureWare registration.

COMPLETION TIME:

The initial contract period for the contract will be for 1 year, with 4 one-year automatic renewals available.

PROJECT ESTIMATE:

Contract 5-year estimate is \$1,500,000.00

The following must be returned by the successful bidder no later than 10 days after bid award:

Signed Pierce County Contract.

The following forms must be returned with the bid/proposal:

Bid Form (2 Pages) including bid worksheet and bid signature page.

The following must be returned by the successful bidder no later than 10 days after bid award:

- Signed Pierce County contract.

Please Note:

- Oral explanations, interpretations, or instructions given by anyone before award of a contract will not be binding on the County.
- BID BOND is not required for this solicitation.

SCOPE OF WORK

GENERAL

Successful Bidder to furnish Pierce County with 100% Acrylic Waterborne Traffic Line Paint, in both white and yellow colors, in the following three types: 1) Rapid Dry; 2) High Build; and 3) Cold Weather. The Traffic Line Paint shall be consistent with the specifications provided in this Bid.

Pavement marking traffic paints shall meet or exceed Technical Specifications for waterborne traffic paint, consistent with these provisions. The paints incorporate 100% acrylic waterborne emulsion technology known to give superior durability and bead binding capability. Applied at ambient temperature (77°F/50% RH), a 15 mil wet line shall dry track-free in 30 to 90 seconds when applied to either asphalt or Portland Cement Concrete. The paints can be applied hot or cold with waterborne compatible striping equipment.

- Quality Assurance: The bidder may be required to provide manufacturer certification in writing that the materials offered have been tested in accordance with the standards listed in this Bid. Pierce County reserves the right to request this additional product information prior to or after award and will be the sole judge for approving products offered.

This Bid covers three types of low volatile organic compound (VOC), ready-mixed, one component, 100% acrylic waterborne traffic line paint.

- Type 1: Rapid Dry Waterborne Traffic Line Paint Type
- 2: High Build Waterborne Traffic Line Paint Type
- 3: Cold Weather Waterborne Traffic Line Paint

Each paint type may be applied to either asphaltic or Portland Cement Concrete pavements. Each paint type shall be available in two colors, white and yellow, and shall be furnished as specified in this Bid.

BID SPECIFICATIONS

Descriptions and Technical Specifications:

Type 1: Rapid Dry Waterborne Traffic Line Paint

This paint dries fast under marginal conditions of humidity and airflow. The paint shall possess early washout resistance and durability in terms of retention of glass beads for night visibility and wear resistance.

Type 1 Rapid Dry paint shall also be available in an optional "Spring/Fall" formula. The spring/fall paint formulation is designed for equivalent performance but applied at lower ambient temperatures; this is accomplished by a higher allowable VOC limit, as described in the Type 1 technical specifications below. This formula is typically used at temperatures between 45° and 65° F with similar track free drying characteristics as the standard rapid dry paint. The spring/fall rapid dry formulation shall be provided upon request at the time of order placement, with no increase in the cost per gallon as the standard rapid dry paint.

Type-1; Required Technical Specifications **(100% ACRYLIC POLYMER EMULSION)** *White and Lead Free Yellow*

	<u>White</u>	<u>Yellow</u>	<u>Test</u>
Pigment Solids % by weight	60-65	60-65	ASTM D3723
Nonvolatile Vehicle % by weight	36min	36min	ASTM D2369
Total nonvolatile Solids % by weight	75 min	75 min	ASTM D2369
Total Solids % by volume	60 min	60 min	ASTM D2697
PH min	9.5	9.5	ASTM E70
Contrast Ratio @ 15 mils wet	98 min	96 min	ASTM D2805
Color Reflectance	84% min	50% min	
Bleed ratio	#8 no bleed	#8 no bleed	ASTM D969/D868
Density in pounds per gallon	13.8 min	13.6 min	ASTM D1475
Viscosity, K.U. @ 10°C	105 max	105 max	ASTM D562
Viscosity, K.U. @ 25°C	80-90	80-90	ASTM D562
Viscosity, K.U. @ 50°C	75 min	75 min	ASTM D562
Fineness of grind, Hegman	3 min	3 min	ASTM D1210
Laboratory dry time, Minutes @ 12 mils	6 max	6 max	ASTM D711
No tracking time, actual @ 77°F, 50% RH, 15 mils wet in seconds	90 max	90 max	Spec Section 6.0
Dry through time in minutes	130 max	130 max	Spec Section 9.0
Freeze / thaw, cycles	5	5	ASTM D2243
Standard VOC max.	100 g/l	100 g/l	EPA Meth 24
Spring/Fall VOC, max.	150 g/l	150 g/l	EPA Meth 24
Flashpoint (min)	150 °F	150 °F	ASTM D93
Vehicle composition	Dow 2706 or 3427, Arkema 211 or 250		
Meets performance of TTP1952E, Type II			

Type 2: High Build Waterborne Traffic Line Paint

This paint is formulated for transverse lines such as crosswalks and legend markings. The High Build trafficline paint shall dry fast, retain durability, color retention, and bead retention when applied at thicker applications, of up to 30 mils. When applied at thicker application the paint shall resist cracking.

Type-2; Required Technical Specifications **(100% ACRYLIC POLYMER EMULSION)**

White and Lead Free Yellow

	<u>White</u>	<u>Yellow</u>	<u>Test</u>
Pigment Solids % by weight	60 – 64	60 – 64	ASTM D3723
Nonvolatile Vehicle % by weight	42min	42min	ASTM D2369
Total nonvolatile Solids % by weight	78 min	78 min	ASTM D2369
Total Solids % by volume	60 min	60 min	ASTM D2697
Vehicle composition-	Dow HD-21a only		
TiO2 (% per gal by wt.)	6 min	0.5 min	ASTM D4563
PH min	9.5	9.5	ASTM E70
Contrast Ratio @ 15 mils wet	92 min	88 min	ASTM D2805
Color Reflectance	82% min	50 min	
Bleed ratio	95 min	95 min	ASTM D969/D868
Density in pounds per gallon	14.5 +/-	14.3 +/-	ASTM D1475
Viscosity, K.U. @ 10°C	105 max	105 max	ASTM D562
Viscosity, K.U. @ 25°C	80-95	80-95	ASTM D562
Viscosity, K.U. @ 50°C	75 min	75 min	ASTM D562
Fineness of grind, Hegman	3 min	3 min	ASTM D1210
Laboratory dry time, Minutes @ 12 mils	10 max	10 max	ASTM D711
No tracking time, seconds @ 77°F	120 max	120 max	Spec Section 6.0
50% RH, 15 mils wet			
Dry through time in minutes	130 max	130 max	Spec Section 9.0
Freeze / thaw, cycles	5	5	ASTM D2243
VOC, maximum	150 g/l	150 g/l	EPA Meth 24
Flashpoint (min)	150 °F	150 °F	ASTM D93

Meets performance of TTP 1952E, TYPE IIINo
cracking when applied at 30 mils wet film

Type 3: Cold Weather Waterborne Traffic Line Paint

This paint is intended for low temperature applications. The Cold Weather traffic paint shall provide good performance, good durability, and good drying speed at temperatures between 30° and 45° F. The Cold Weather traffic paint is typically used for applications not exceeding a wet application of 15 mils.

Type-3; Required Technical Specifications **(100% ACRYLIC POLYMER EMULSION)** *White and Lead Free Yellow*

	<u>White</u>	<u>Yellow</u>	<u>Test</u>
Pigment Solids % by weight max	58-64	58-64	ASTM D3723
Nonvolatile Vehicle % by weight	41 min	41 min	ASTM D2369
Nonvolatile Solids % by weight	76 min	76 min	ASTM D2369
Total Solids % by volume	60 min	60 min	ASTM D2697
PH min	9.5	9.5	ASTM E70
Contrast Ratio @ 15 mils wet	98 min	96 min	ASTM D2805
Color Reflectance	84% min	50% min	
Density in pounds per gallon	13.7 +/-	13.3 +/-	ASTM D1475
Viscosity, K.U. @ 10°C	105 max	105 max	ASTM D562
Viscosity, K.U. @ 25°C	80-90	80-90	ASTM D562
Viscosity, K.U. @ 50°C	75 min	75 min	ASTM D562
Fineness of grind, Hegman	3 min	3 min	ASTM D1210
Laboratory dry time, Minutes @ 12 mils	10 max	10 max	ASTMD711
VOC, max	150 g/l	150 g/l	EPA Meth 24
No tracking time, seconds @ 40°F	180 max	180 max	Spec Section 6.0
50% RH, 15 mils wet in seconds			
Flashpoint, min	150°F	150°F	ASTM D93
Vehicle Composition	Dow XSR Only		

Thinning is not recommended for this product.

Meets performance of TTP 1952E, TYPE II

APPLICABLE AMERICAN SOCIETY FOR TESTING MATERIALS (ASTM) STANDARDS

All paint must comply with the following applicable standards:

- D93 – Standard Test Methods for Flash Point by Pensky-Martens Closed Cup Tester
- D562 – Standard Test Method for Consistency of Paints Measuring Krebs Unit (KU) Viscosity Using a Stormer-Type Viscometer
- D711 – Standard Test Method for No-Pick-Up Time of Traffic Paint
- D868 – Standard Practice for Determination of Degree of Bleeding of Traffic Paint
- D1210 – Standard Test Method for Fineness of Dispersion of Pigment-Vehicle Systems by Hegman-Type Gage
- D1475 – Standard Test Method For Density of Liquid Coatings, Inks, and Related Products
- D1640 – Standard Test Methods for Drying, Curing, or Film Formation of Organic Coatings

- D2243 – Standard Test Method for Freeze-Thaw Resistance of Water-Borne Coatings
- D2369 – Standard Test Method for Volatile Content of Coatings
- D2486 – Standard Test Methods for Scrub Resistance of Wall Paints
- D2697 – Standard Test Method for Volume Nonvolatile Matter in Clear or Pigmented Coatings
- D2805 – Standard Test Method for Hiding Power of Paints by Reflectometry
- D3723 – Standard Test Method for Pigment Content of Water-Emulsion Paints by Low-Temperature Ashing
- D3960 – Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings
- D4060 – Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser
- D4366 – Standard Test Methods for Hardness of Organic Coatings by Pendulum Damping Tests
- E70 – Standard Test Method for pH of Aqueous Solutions with the Glass Electrode

TESTING METHODS

All paint supplied must also pass the following testing methods:

- No Tracking Time
 “No Tracking Time” shall be the time required for the line to withstand the running of a standard automobile over the line at a speed of approximately 40 mph without tracking of the reflectorized line when viewed from a distance of 50 feet.
- Water Resistance
 The paint shall show no softening, blistering, loss of adhesion, or other evidence of deterioration when tested as follows:
 Apply a wet film thickness of 15 mils with a Bird Film Applicator to a clean glass plate. Let dry in a horizontal position at room temperature (70 to 80°F) for 24 hours. Immerse one-half the painted plate in distilled water at room temperature for 10 minutes. Remove plate and dry with paper towel. Apply tape to cover 1½ inches of “wet” area. Pull tape from dry to wet. This completes one cycle. Repeat procedure until failure; 8 cycles minimum is required for a pass in this test.
- Static Heat Stability
 The paint shall show no change in consistency greater than +/-5 KU nor coagulation, lumps or coarse particles when tested as follows:
 Put 450 ml of paint in a 473 ml (1 pint) lined container, close the container, seal it with tape, and put in an oven maintained at 135°F +/-1° for 7 days. Equilibrate the paint at standard conditions and mix thoroughly with gentle stirring. Examine paint for livering and hard settling and determine viscosity.
- Dry Through/Early Washout
 The paint shall show acceptable drying and curing characteristics when tested as follows:
 - Draw down the paint on a glass panel to a wet film thickness of 15 mils. Immediately place in a humidity chamber maintained at 72° F ± 3° F and 90% ± 3% relative humidity. Test in accordance with ASTM D1640 except that the pressure exerted will be the minimum needed to maintain contact with the thumb and film.

PACKAGING REQUIREMENTS

Stainless Steel Totes: Paint in this class of packaging shall be supplied in intermediate bulk containers known as totes. Delivery of paint shall not be contingent on return of empty totes. Empty totes must be picked up by the successful bidder in a timely manner, the cost of return is included in the delivered purchase price of the paint. Within thirty (30) day's notice of completion of the traffic painting operations by Pierce County, the successful bidder is required to pick up all remaining empty paint containers. Pickup location will be the same location as delivery.

All totes shall be new or reconditioned 250 gallon capacity with stainless steel construction, conforming to the Code of Federal Regulation Title 49 and all other appropriate local rules and regulations. Non stainlesssteel totes are not acceptable.

The standard of construction shall be of equivalent quality to the TranStore 250 brand of stainless steel IBC. The County may request the bidder to supply shop drawings and/or a sample tote to be sent in prior to award to ensure compliance.

Minimum specifications for totes shall include but not be limited to:

- Outside dimensions of 42-48 inches whether square, rectangular or cylindrical in design.
- Four-way forklift skids with retaining plate/bar on the bottom to prevent tipping.
- Stackable a minimum of two high when filled with paint.
- Have two way lifting lugs.
- Have either a hinged or bolted hatch and/or screw top.
- Have a 2-inch ball valve fitted with a male quick disconnect. The valves and fittings must be 100% compatible with waterborne paint (no galvanized, copper, chrome or brass allowed).
- No portion of the valve assembly including the connections and cap shall extend beyond the vertical plane of the side and must be clean with no paint or skins remaining.
- The valve handle shall be protected from being opened by accident and shall not require special tools to operate.
- Be plainly labeled with type, color, batch number, manufacture date, tare weight of empty tote, and quantity of paint contained.
- Have proper venting of the tank. Supplier shall be responsible for imploded tanks due to improper or plugged tank venting.
- Be UN/DOT certified.
- Be constructed such that the bottom of the tote is sloped toward the valve fitting.

Upon delivery and/or during use, totes will be inspected and subject to rejection if:

- Valve assembly appears dirty or plugged.
- Valve will not open or does not release paint from tote.
- Relief valves or top hatches will not open to allow paint to flow freely and prevent implosion of tote.
- Paint is dripping from loose or broken fittings.

Failure to meet any of the above minimum specifications or inspection criteria will be cause for rejection of bid or delivered materials.

Unless otherwise requested, the paint in the stainless steel totes will be filled in a heavy duty waterborne paint compatible liner of the type that pulls through and extends beyond the lid when said lid is bolted or screwed shut. Twist tie closures will not be allowed.

DELIVERY REQUIREMENTS

Pierce County will require the successful bidder to deliver traffic paint to the Pierce County Sewer and Traffic Operations Facility located at 9200 122nd St E Puyallup, WA 98373 in the amounts ordered within fourteen (14) calendar days of the order date. All paint shall be delivered in open flatbed trailers to allow for removal by forklift (no vans or box trailers). In the event that any order is placed by Pierce County of less than a cumulative total of 2,500 gallons, or orders that require partial packaging (units less than full totes), it is understood that Pierce County may incur a freight cost adjustment, as determined by the successful bidder. Any freight cost must be approved by Pierce County in advance of shipping.

Except as noted above, the unit bid shall be full payment for all labor, equipment, materials and supplies necessary to produce, load, haul, and deliver the materials to the location designated and as specified in these specifications. Your unit bid prices shall also include your costs to pick-up empty totes. No further compensation will be allowed.

REBATE

Pierce County shall receive a 2% rebate from the successful bidder for all purchases made under this contract. This rebate shall be paid annually by check to the Pierce County Public Works Department. The rebate will be provided to the County on the anniversary of the contract, to reflect total expenditures for the previous 12 month period. The successful bidder will calculate the amount due and provide supporting documentation with the payment. All monies expended by the County (and all subsequent agencies and organizations purchasing materials using this contract bid) to the successful bidder are to be considered in the calculation of the rebate, unless the successful bidder can differentiate a spend category that is clearly not associated with the contract. Sales conducted within this contract authority to other jurisdictions shall also incur the 2% rebate, which shall be calculated by the successful bidder and paid to the Pierce County Public Works Department, unless the County instructs the successful bidder otherwise through written notice.

Please note: Any oral interpretation is not binding on the County, unless confirmed by Addendum.

AWARD OF BID: Bid will be awarded to the lowest responsive, responsible bidder.

NOTES: Other Pierce County Departments will be allowed to purchase from this contract, at their option.

When required delivery cannot be met by the awarded vendor, Pierce County reserves the right to purchase from an alternate source

Pierce County reserves the right to reject any and all bids, to waive any informality in bids and to accept any item in the bid.

BID FORM**BIDDER REGISTERED NAME:** Alpine Products**BID DATE:** 2/28/2022

Item	Description	Qty	UOM	Unit Price	Total Price
1	Type 1: Rapid Dry Traffic Line Paint, White	20,000	GAL	\$ 12.85	\$ 270000.00
2	Type 1: Rapid Dry Traffic Line Paint, Yellow	30,000	GAL	\$ 12.85	\$ 385500.00
3	Type 2: High Build Traffic Line Paint, White	500	GAL	\$ 15.40	\$ 7700.00
4	Type 2: High Build Traffic Line Paint, Yellow	500	GAL	\$ 15.40	\$ 7700.00
5	Type 3: Cold Weather Traffic Line Paint, White	500	GAL	\$ 15.84	\$ 7920.00
6	Type 3: Cold Weather Traffic Line Paint, Yellow	500	GAL	\$ 15.84	\$ 7920.00
TOTAL BID AMOUNT					\$ 686740.00

**Washington State sales tax is not to be calculated at time of bid submittal.*

In the case of a mathematical error, unit price will take precedence. Pierce County reserves the right to reject any and all bids, to waive as an informality any irregularity in bids and to accept any item in the bid.

Quantities listed are Pierce County's estimated annual requirements and no minimum amount of purchase is guaranteed.

Pierce County will not be liable for any costs incurred by the bidder in preparation of any bid proposals submitted in response to this Request for Bids.

Pierce County is required to pay State sales tax (or use tax if vendor does not collect sales tax) but is exempt from Federal excise tax.

I declare under the penalty of perjury under the laws of the State of Washington that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

ADDENDUM RECEIPT:

Receipt of addenda numbered _____ is acknowledged.

Please note: Any oral interpretation is not binding on the County, unless confirmed by Addendum.

This bid is subject to the attached General Provisions.

Bid security is not required for this project. Delete paragraph 1.4 of the attached General Provisions.

This contract shall be renewable. Please see renewal terms in paragraph 2.2 of the attached General Provisions.

SUBMIT ALL PAGES OF THIS BID FORM FOR BID OPENING AT TIME OF BID OPENING

VENDOR INFORMATION & SIGNATURE:


Signature

2/25/2022

Date

Joe Chanes Sales Manager

Printed Name and Title

Address: 550 3rd St SW Bldg C City: Auburn State: WA Zip: 98001

Phone Number: 253-351-9828 Email address: Joe@Alpinemarkings.com

UBI No: 601-289-578 Federal Tax ID# 91-1508305

Complete the tax status information for one of the following business entity types. **Individual or Corporate name must match exactly as registered with either Social Security Administration or Internal Revenue Service.**

Identification of Vendor as a sole proprietor, a partnership, a joint venture, a corporation, or another described form of legal entity: Corporation Alpine Products Inc.

PLEASE NOTE: Proposals shall be signed by the person or persons having authority to sign them. If a bidder is a corporation the proposal shall be signed on behalf of the corporation by such an authorized person.

TITLE VI COMPLIANCE

Pierce County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

SUBMIT ALL PAGES OF THIS BID FORM FOR BID OPENING AT TIME OF BID OPENING

1. BIDDING REQUIREMENTS

1.1 USE AND COMPLETION OF COUNTY PROPOSAL SHEETS

A. Bidder's Proposal

Each Bidder must bid exactly as specified on the Invitation to Bid (hereinafter referred to as bid) sheets. All bids must remain open for acceptance by the County for a period of at least 60 calendar days from the date of opening of the bids.

B. Alterations of Proposals Not Allowed

Proposals that are incomplete or conditioned in any way, contain alternatives or items not called for in the General Provisions and Specifications, or not in conformity with law may be rejected as being nonresponsive. The County cannot legally accept any proposal containing a substantial deviation from these Specifications.

C. Filling Out County Bid Forms

All proposals must be made upon blanks furnished by the Purchasing Department of Pierce County and the prices must be stated in figures either written in ink or typewritten. No proposal having erasures or interlineations will be accepted unless initialed by the Bidder in ink.

1.2 CLARIFICATION OF PROPOSAL FOR BIDDER

If a prospective Bidder has any questions concerning any part of the Bid/Proposal, he/she may submit a written request to the Pierce County Purchasing Office for answer of his/her questions. Any interpretation of the Bid will be made by an Addendum duly issued and mailed or delivered to each prospective Bidder. Such addendum must be acknowledged (a) by signing and returning the addendum or (b) by letter. Such acknowledgement must be received by the County prior to the bid opening. Pierce County will not be responsible for any other explanation or interpretation of the bid documents.

PIERCE COUNTY INVITATION TO BID NUMBER 22-035

Waterborne Traffic Line Paint

1.3 BLANK

1.4 BID SECURITY (When specifically required by the Invitation to Bid)

Each bid must be accompanied either by a certified or cashier's check for 5% of the total amount bid, payable to the Pierce County Treasurer, or an approved Bid Bond, by a surety company authorized to do business in the State of Washington, for 5% of the total amount bid. The check or Bid Bond is security that the bidder will, if awarded the bid, enter into a contract with the County for this activity within the time set forth in these requirements. Any bidder who refuses to enter into a Contract after it has been awarded to the Bidder will be in breach of the agreement to enter the Contract and the Bidder's certified or cashiers check or Bid Bond shall be forfeited.

If a Bid Bond is used, the 5% may be shown either in dollars and cents, or the Bid Bond may be filled in as follows, "5% of the total amount of the accompanying proposal".

Upon award and signing of the Contract the bid security will be returned if a check or will automatically expire if a Bid Bond. The bid securities of all other bidders will be processed in the same manner immediately upon the award of the Contract.

1.5 DELIVERY OF PROPOSALS TO PIERCE COUNTY – See ProcureWare for bid Delivery Instructions; strike the first two paragraphs of this section 1.5.

~~All bid proposals and documents must be delivered to the Clerk, Pierce County Council, 930 Tacoma Ave So, Room 1046, Tacoma, WA 98402-2176, in a sealed, properly addressed envelope with the name of the Bidder and bid number and description of the project plainly written on the outside of the envelope, prior to the scheduled time and date stated in the Invitation to Bid. County offices are not open for special mail or other delivery on~~

~~weekends and County holidays. Pierce County shall assume no responsibility for delay in U.S. mail service or for bids delivered to County offices other than the specified Council Office.~~

~~Telecopy bid proposals will be accepted by the County provided that the original signed bid proposal is mailed to the Chief Clerk and postmarked prior to the time designated for the bid opening. Also, telecopy proposals shall not be sent to the County's telecopy machine but must be sent to the Bidder's agent and delivered to the Chief Clerk in a sealed envelope, as stated above, before the time stated in the Bid.~~

Bids received after the time stated in the bid will not be accepted and will be returned, unopened, to the Bidder. There will be no exceptions or waivers of this requirement.

1.6 CONTRACTOR'S STATE REGISTRATION NO. (NOT APPLICABLE TO SUPPLY ONLY CONTRACTS)

Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid.

1.7 BID IS NONCOLLUSIVE

The Bidder represents by the submission of the Proposal that the prices in this Bid are neither directly nor indirectly the result of any formal or informal agreement with another bidder.

1.8 EVALUATION OF BID

A. Experience, Delivery Time and Responsibility

In the evaluation of otherwise responsive bids, the Bidder's experience, delivery time and responsibility in performing other contracts will be considered. In addition to price, the following may be considered:

- I. The ability, capacity and skill of the bidder to perform the contract, provide the services required.
- II. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

III. The character, integrity, reputation, judgment, experience and efficiency of the bidder.

IV. The quality of performance of previous contracts or service.

V. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services.

VI. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.

VII. The quality, availability and adaptability of the supplies or contractual services to the particular use required.

VIII. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

IX. Compliance with all affirmative action requirements, minority business enterprise and women's business enterprise subcontracting and contracting requirements.

B. Insertions of Material Conflicting with Specifications

Only material inserted by the Bidder to meet requirements of the Specifications will be considered. Any other material inserted by the Bidder will be disregarded as being nonresponsive and may be grounds for rejection of the Bidder's Bid/Proposal.

C. Correction of Ambiguities and Obvious Errors

The County reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern. Written prices will govern over numeric prices.

1.9 WITHDRAWAL OF BID

A. Prior to Bid Opening

Any Bidder may withdraw his/her Bid prior to the scheduled bid opening time by delivering a written notice to the Chief Clerk, Pierce County Council Office. The notice may be submitted in person or by mail; however, it must be received

by the County Council Office prior to the time for bid opening.

B. After Bid Opening

No bidder will be permitted to withdraw his/her Bid/Proposal after the time of bid opening, as set forth in the Invitation To Bid, and before the actual award of the Contract, unless the award of Contract is delayed more than sixty (60) calendar days after the date set for bid opening. If a delay of more than 60 calendar days does occur, then the Bidder must submit written notice withdrawing his/her Bid to the Pierce County Purchasing Agent.

1.10 OPENING OF BIDS

At the time and place set for the opening of bids, all Proposals, unless previously withdrawn, will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Proposal.

1.11 TAXES

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Vendor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Vendor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax. Where applicable the County shall furnish a Federal Excise Tax Exemption certificate.

1.12 APPROVED EQUAL

The brand names listed indicate the standard of quality required. Brands of equal quality, performance and use will be considered provided the offeror specifies the brand, model and other data for comparison with their bid. Pierce County will be the sole judge for approving other brands offered as equals to the brand specified. Bidders shall indicate if they are offering alternate brands in the space below each item and must provide descriptive specifications explaining the merits of the substitute item.

1.13 FAILURE TO SUBMIT BIDS

If the recipient of this Bid does not submit an offer for the goods or services requested, they shall return it and/or a written notice stating whether they wish to continue to receive future solicitations for the type of supplies or services specified. Failure to do so may result in removal of the recipient's name from the bidders' mailing list.

1.14 APPROXIMATE QUANTITY REQUIREMENTS

The quantities listed are the County's current approximate requirements. Pierce County will neither be obligated by nor restricted to these quantities and may increase or decrease any item(s) ordered under this contract and pay according to the unit prices quoted in the Bid.

1.15 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing. The Contract maximum for this contract per annual term, or for any renewal period, is for Pierce County's use only. Other agencies may use this contract up to their contract limits, if any, exclusive of and in addition to the County's contract maximum.

1.16 DELIVERY

Quotation shall cover delivery F.O.B. Pierce County, Tacoma, Washington, (unless otherwise stated in this Invitation to Bid at the designated address set forth in the proposal given to each bidder).

1.17 AWARD

The County reserves the right to award a contract for any or all items to one or more Bidders, to reject any and all Bids or any item(s) within the Bids, to waive any informality in the Bids, and to call for new Bids as best meets the needs of the County.

2. CONTRACT REQUIREMENTS

2.1 AWARD OF CONTRACT

Written notification will be mailed or otherwise furnished to the successful offeror (lowest responsive bidder). Within 20 calendar days after the notice of proposed award, the apparent successful bidder shall return the signed contract or other specified award documents prepared by the County, insurance certification as required and any other pre-award information the County requires.

Until the County executes said contract or award/acceptance documents, no proposal shall bind the County to execute a contract, nor obligate it to bear any expense pursuant to the Invitation for Bids. Neither shall any work begin within the project limits or within the County furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency, and the Contractor is given written Notice To Proceed.

Pierce County is prohibited by RCW 39.06.010 from executing a contract with a Contractor who is not registered or licensed as required by the laws of the state. In addition, Pierce County may require persons doing business with the County to possess a business license prior to award.

When the Proposal Form provides spaces for a business license number, a Washington State Contractor's registration number, or both, the bidder shall insert such information in the spaces provided. The County may at its option, require legible copies of the Contractor's Registration and/or business license be submitted to the Architect/Engineer as part of the County's pre-award information and evaluation activities.

2.2 CONTRACT RENEWAL PERIODS (When specifically allowed by the Invitation to Bid)

This proposed agreement shall remain in effect for a period of one year from and after its effective date and shall automatically be renewed on a year-to-year basis thereafter unless either party hereto serves notice upon the other party of its intention to cancel at least 30 days in advance of the termination of the first year, or during any yearly renewal thereof. Notice during each renewal term

may occur at any time during the course of such term. No change in services will be allowed unless in writing and approved by the County. Prices will be considered firm for at least the first 90 days of the contract. After the first 90 days of the contract, reasonable changes to prices will be allowed pursuant to the following conditions:

- A. All requests for a pricing increase or decrease ("pricing adjustment(s)") must be in writing, accompanied by satisfactory written documentation supporting the pricing adjustment. Satisfactory written documentation supporting the pricing adjustment, may include, but is not limited to, relevant U.S. Bureau of Labor Statistics Producer Price Index (PPI) or Consumer Price Index (CPI) information or a published manufacturer or supplier price change.
- B. All requests for pricing adjustments must be delivered by the party requesting the pricing adjustment to the other party, in accordance with the Notice requirements herein, at least 30 days prior to the proposed effective date of the pricing adjustment.
- C. Pricing adjustments will be in proportion to verifiable changes in costs to the Vendor resulting directly from cost increases or decreases at the manufacturer or supplier level.
- D. Pricing adjustments, once approved, shall remain firm and fixed for at least 90 days after the effective date of the price adjustment.
- E. Pricing adjustments shall not result in or produce a higher profit margin than that of the original contract.
- F. The County shall, at all times, have the option to accept a pricing adjustment or cancel the balance of the contract.
- G. All pricing decreases must be offered to the County by Vendor.
- H. Only the Purchasing Department may accept a pricing adjustment on behalf of the County.

Total contract period not to exceed 5 years.

2.3 CONFLICTS IN SPECIFICATIONS

Anything mentioned in the Specifications and not shown on the Drawings and anything on the Drawings and not mentioned in the Specifications shall be of like effect and shall be understood to be shown and/or mentioned in both. In case of differences between Drawings and Specifications, the Specifications shall govern. In addition, in the event of any conflict between these General Provisions, the Technical Provisions and/or the Proposal pages, the following order of precedence shall control:

- a) Preprinted portions of the Proposal pages prevail if they conflict with the General or Technical Provisions.
- b) Technical Provisions prevail if they are in conflict with the General Provisions.
- c) Unit prices will prevail when an error in extending total amounts occurs. In case of discrepancy of figures between Drawings, Specifications or both, the matter shall immediately be submitted to the Pierce County Purchasing Agent for determination. Failure to submit the discrepancy issue to the Purchasing Agent shall result in the Vendor's actions being at his/her own risk and expense.

2.4 INSPECTION

A. Of the Work

All materials furnished and work done shall be subject to inspection.

The Inspector administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Vendor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Vendor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or work approved and later found to be defective shall be replaced without cost to Pierce County.

B. Inspector's Authority

The Inspector shall have power to reject

materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Vendor may appeal to the Pierce County Purchasing Agent, whose decision shall be final.

The Contract shall be carried out under the general control of the representative of the particular Department administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of Pierce County. The Vendor shall comply with any and all orders and instructions given by the representative of the particular Department administering the Contract in accordance with the terms of the Contract.

Nothing herein contained, however, shall be taken to relieve the Vendor of his/her obligations or responsibilities under the Contract.

2.5 FEDERAL, STATE AND MUNICIPAL REGULATIONS

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.

2.6 GUARANTEE

The supplier and/or manufacturer of the supplies, material and/or equipment furnished pursuant to this Contract agrees to correct any defect or failure of the supplies, materials and/or equipment which occurs within one year from the date of: (1) test energization if electrical or mechanical equipment; (2) commencement of use if supplies or materials, provided, however, said guarantee period shall not extend beyond eighteen months after date of receipt by the County. All of the costs (including shipping, dismantling and reinstallation) of repairs and/or corrections of defective or failed equipment, supplies and/or material is the responsibility of the supplier and/or manufacturer.

When the supplier is not the manufacturer of the item or equipment, supplier agrees to be

responsible for this guarantee and supplier is not relieved by a manufacturer's guarantee. The supplier hereby assigns to the County the contractor's right to enforce all manufacturer's warranties for materials or systems incorporated into the work, to the extent defects which are not corrected by the supplier under their guarantee. The supplier shall provide evidence of all manufacturers' warranties prior to acceptance.

The Contract guarantee period shall be suspended from the time a significant defect is first documented by the County until the work or equipment is repaired or replaced by Vendor and accepted by the County. In addition, in the event less than ninety (90) days remain on the guarantee period (after deducting the period of suspension), the guarantee period shall be extended to allow for at least ninety (90) days from the date the work or equipment is repaired or replaced and accepted by the County.

2.7 PIERCE COUNTY'S RIGHT TO TERMINATE CONTRACT

A. Termination for Default

If the Vendor defaults by failing to perform any of the obligations of the contract 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 County may, by depositing written notice to the Vendor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Vendor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Vendor. The Vendor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County 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 Vendor 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 hereof.

B. Termination for Public Convenience

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

2.8 VENUE AND CHOICE OF LAW

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

2.9 PAYMENT

Payment discount periods of twenty (20) calendar days or more offered by the Contractor will be considered in determining the apparent lowest responsible bid. Invoices will not be processed for payment, nor will the period of cash discount commence, until receipt of a properly completed invoice, all invoice items are received, and satisfactory performance of Contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment will not be considered late if the payment is mailed

within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with contract terms shall fully compensate the Contractor for all risk, loss, damages, or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor.

2.10 WITHHOLDING PAYMENT

In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

2.11 DEFENSE AND INDEMNITY AGREEMENT

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and for damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the Contractor's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the County or its agents or employees, and (ii) the Contractor or the Contractor's agents or employees."

2.12 INDUSTRIAL INSURANCE WAIVER

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised

Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

2.13 BIDDER'S DUTY TO EXAMINE

The Bidder agrees to be responsible for examining the drawings, specifications, delivery schedules, delivery locations and all instructions. Failure to do so will be at the Bidder's risk.

2.14 PERMITS

The Vendor shall procure and pay for all permits and licenses necessary for the completion of this Contract including those permits required by Pierce County. In the event a necessary permit is not obtained the Vendor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extension.

2.15 FUTURE NON-ALLOCATION OF FUNDS

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

2.16 DISPUTES

A. General

Differences between the Vendor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Pierce County Purchasing Agent, shall be final and

conclusive.

B. Notice of Potential Claims

The Vendor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Purchasing Agent or the County, or (2) the happening of any event or occurrence, unless the Vendor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Vendor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Vendor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

C. Detailed Claim

The Vendor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Vendor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

2.17 FORCE MAJEURE

Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

Rights Reserved: The County reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the County.

2.18 NOTICE

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Vendor to the department head of the department for whom services are rendered, and to the County Purchasing Agent, 615 South 9th Street, Suite 100, Tacoma, WA 98405-4673.

Notice to the Vendor for all purposes under this Agreement shall be given to the address reflected on the Invitation to Bid. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

2.19 SEVERABILITY

If any term or condition of this contract or the application thereof to any person(s) or

circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

2.20 WAIVER

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

2.21 SURVIVAL

The provisions of the following paragraphs, the provisions of the non-collusion affidavit, and the liability of the Vendor for default during the term of the Agreement shall survive, notwithstanding the termination or invalidity of this Agreement for any reason:

Taxes
Guarantee
Pierce County's Right to Terminate Contract
Venue and Choice of Law
Hold Harmless & Indemnity Agreement
Waiver
Future Non-Allocation of Funds

2.22 ENTIRE AGREEMENT

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

CONTRACT COMPLIANCE FOR PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICES

It is the policy of Pierce County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Pierce County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises.

Vendors are encouraged to utilize qualified, local businesses in Pierce County and Washington State where cost effectiveness is deemed competitive. In addition, Vendors are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).

A. MWBE DIRECTORY ASSISTANCE

A directory of MWBE firms is published quarterly by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Copies of the directory are available from the State OMWBE (360-753-9693) or may be viewed at the Public Works Department, 2702 S 42nd St Suite 201, Tacoma 98409, and the Tacoma Public Library, 1102 Tacoma Avenue South, Tacoma, 98405. Contact the Contract Compliance Office for additional information at (253) 798-7250.

B. EQUAL EMPLOYMENT OPPORTUNITY:

Upon execution of this contract, the Contractor shall comply with the Equal Employment Opportunity requirements set forth below. The Contractor shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination.

1. No person or firm employed by the Contractor shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (29 U.S.C. 621 et seq.), the Equal Pay Act (29 U.S.C. 206(d)), the Rehabilitation Act (29 U.S.C. 791 et seq.), the Americans with Disabilities Act of 1990, or for participating in any stage of administrative or judicial proceedings under those statutes.
2. The Contractor shall take all reasonable steps to ensure that qualified applicants and employees shall have an equal opportunity to compete for advertised or in-house positions for employment. Applicants and employees shall be treated fairly without regard to race, color, religion, sex, age, disability, or national origin. Equitable treatment shall include, but not be limited to employment, upgrading or promotion, rates of pay increases or other forms of compensation, and selection for training or enrollment in apprenticeship programs.

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Staff Report: 103-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/5/2023
6/26/2023

SUBJECT Professional Services Agreement (PSA) for on-call Engineering, Architectural, and Environmental Services - Pearson Airport

Key Points

- The City has successfully used on-call PSAs for many years to supplement City staff for specialty professional services.
- An on-call PSA for services at Pearson Airport was established in 2018 and expires July 1, 2023.

Strategic Plan Alignment

Goal 1, Objective 1.1: Develop and maintain a safe, balanced and innovative transportation system that will meet the needs of future generations

Present Situation

The City has used on-call Professional Service Agreements (PSAs) for many years to help not only with peaks in workload, but also for specialty professional services for which the City does not have experienced staff. A PSA for on-call engineering, architectural and environmental services at Pearson Airport was awarded to a local consulting company in 2018. That contract expires July 1, 2023.

The next 5 years are projected to include multiple projects, over \$4 million, at Pearson Airport. The work program includes pavement rehabilitation for aircraft parking aprons, as well as a complete replacement of the existing aging aircraft fueling stations. Approximately 90% of this work is planned to be funded through grants from the FAA. In order to design this work and manage the FAA grant processes, the City needs qualified professionals experienced in the ways of the FAA systems.

Earlier this year, the City advertised a "Request for Qualifications" for this needed professional work. That RFQ generated proposals from two local firms. After an evaluation process, it has been decided that Century West Engineering is the most qualified of the two proposers. The

maximum fee payable under this agreement is \$950,000.

Advantage(s)

- Creates a contract with a qualified and experienced company for the provision of specialty aviation engineering and architectural services
- Creates a master on-call contract that allows for task orders for individual services to be nimbly executed
- Does not create any financial commitment until a specific project receives grant funding
- Provides access to professional expertise with experience in aviation regulations and design requirements that the City does not have in-house

Disadvantage(s)

None

Budget Impact

This action does not create any financial commitment by itself. The professional services will be utilized to the extent they are funded through specific projects at the airport.

Prior Council Review

This action does not create any financial commitment by itself. The professional services will be utilized to the extent they are funded through specific projects at the airport.

Action Requested

1. This action does not create any financial commitment by itself. The professional services will be utilized to the extent they are funded through specific projects at the airport.
2. Authorize the City Manager, or designee, to activate services provided under this contract using task orders that are specific in scope and budget. The task orders will provide for timely, as-needed service provision, but within the framework, scope, and limitations of the overall master contract.

Guy Lennon, Airport Manager, 360-487-8619

ATTACHMENTS:

- A&E Professional Services Agreement

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: C-101198

Firm/Organization Legal Name (do not use dba's): Century West Engineering	
Address 5500 Meadows Road, Suite 250	Federal Aid Number
UBI Number 600 331 057	Federal TIN 93-0584951
Execution Date 07/01/2023	Completion Date 06/30/2028
1099 Form Required ☐ Yes ☐ No	Federal Participation ☐ Yes ☐ No
Project Title Architectural, Engineering and Environmental Services for the Pearson Field Airport	
Description of Work Miscellaneous on-call architectural, engineering, environmental and other related professional services for the Pearson Field Airport.	
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☐ No DBE Participation ☐ No MBE Participation ☐ No WBE Participation ☐ No SBE Participation
Maximum Amount Payable: \$950,000	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
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Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Vancouver, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Anna Vogel
Agency: City of Vancouver
Address: PO Box 1995
City: Vancouver State: WA Zip: 98668
Email: anna.vogel@cityofvancouver.us
Phone: 360-487-8429
Facsimile:

If to CONSULTANT:

Name: Bryan Condon
Agency: Century West Engineering
Address: 5500 Meadows Road, Suite 250
City: Lake Oswego State: OR Zip: 97035
Email: bcondon@centurywest.com
Phone: 503-419-2130
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

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C-101198

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Anna Vogel
Agency: City of Vancouver
Address: PO Box 1995
City: Vancouver State: WA Zip: 98668
Email: anna.vogel@cityofvancouver.us
Phone: 360-487-8429
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Century West Engineering

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Exhibit A

Scope of Work

Project No.

On-call architectural, engineering, environmental and other related professional services for the Pearson Field Airport per Request for Qualifications 14-23 (RFQ) and the respondent's response to said RFQ on file in City of Vancouver's Procurement Services and by reference hereto made a part of this agreement.

Exhibit B

DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

TBD

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

TBD

B. Roadway Design Files

TBD

C. Computer Aided Drafting Files

TBD

D. Specify the Agency's Right to Review Product with the Consultant

TBD

E. Specify the Electronic Deliverables to Be Provided to the Agency

TBD

F. Specify What Agency Furnished Services and Information Is to Be Provided

TBD

II. Any Other Electronic Files to Be Provided
TBD

III. Methods to Electronically Exchange Data
TBD

A. Agency Software Suite

TBD

B. Electronic Messaging System

TBD

C. File Transfers Format

TBD

Exhibit D
Prime Consultant Cost Computations

Per the attached fee schedule and by reference hereto made a part of this agreement.

FEE SCHEDULE FOR ENGINEERING & RELATED SERVICES
EXHIBIT "B"
EFFECTIVE JANUARY 1, 2023

(This schedule is subject to change)

The compensation for work done based on personnel services plus incurred expenses will be established using a multiplied rate of 3.1 times Direct Salary Cost. Rates shall be based on Direct Salary Cost and shall not exceed the table as set forth below:

A. PERSONNEL SERVICES

The following rates and classifications shall be in effect through 12/31/2023 for this contract.

Civil Engineering Services	
117 Project Coordinator/Clerical I	\$89.00
133 Civil Designer	\$142.00
188 Engineer-in-Training I	\$102.00
106 Project Engineer	\$140.00
103 Project Manager	\$177.00
102 Senior Project Manager	\$263.00
101 Principal	\$291.00

B. OUTSIDE EXPENSES

Any outside expenses including subconsultant and subcontractor services incurred for this project by Century West Engineering will be charged 110% of the actual cost of the expense.

C. IN-HOUSE EXPENSES

1. Equipment Expenses:

Vehicle Mileage

Nuclear Density Gauge

Current IRS Rate

\$50.00/day

\$150.00/wk.

\$550.00/mo.

2. Drafting Supplies and Reproduction Costs:

Drafting supplies and reproduction materials provided from stock will be charged at the following rates:

Plot

4.00/sheet

Photocopy

.05/copy



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

March 31, 2023

Century West Engineering Corporation
5500 Meadows Road, Suite 250
Oswego, OR 97035

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Dolly Garrick:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of 171.38%. This rate will be applicable to Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

Schatzie Harvey
Schatzie Harvey (Mar 31, 2023 19:51 MDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:ah

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Haley & Aldrich, Inc
R&W Engineering, Inc
Environmental Science Associates
Minister Glaeser Surveying, Inc
Archaeological Services, LLC



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 12, 2022

Haley & Aldrich, Inc.
3131 Elliott Avenue, Suite 600
Seattle, WA 98121-0147

Subject: Acceptance Prime Annual ANTE Rate Table

Dear Anthony Simsheuser:

Washington State Department of Transportation (WSDOT) has reviewed and accepted your proposed Annual ANTE rate table for Agreement Number Y-12335 effective July 1, 2022. This acceptance is in accordance with the terms of your agreement with WSDOT.

This Annual ANTE rate table may be subject to additional review if considered necessary by WSDOT.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards,

A handwritten signature in blue ink, reading "Erik K. Jonson".

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Enclosure: Prime Accepted Annual ANTE Rate Table

Cc: Jason Moxham

Y-12335 Professional Services Agreement Actuals Not to Exceed Rate Table Haley & Aldrich, Inc. 2022-2023 Design Office				
Job Classifications	Direct Labor Rate NTE	Overhead 197.50% NTE	Fee (Profit) 26.35% NTE	All Inclusive Hourly Billing Rate NTE
Senior Principal	\$112.00	\$ 221.20	\$ 29.51	\$362.71
Principal/Program Manager / Senior Technical Expert	\$86.70	\$ 171.23	\$ 22.85	\$280.78
Senior Project Manager / Technical Expert	\$74.16	\$ 146.47	\$ 19.54	\$240.17
Project Manager / Senior Technical Specialist	\$49.59	\$ 97.94	\$ 13.07	\$160.60
Technical Specialist / Modeler	\$41.92	\$ 82.79	\$ 11.05	\$135.76
Project Professional	\$39.57	\$ 78.15	\$ 10.43	\$128.15
Staff Professional 2	\$39.50	\$ 78.01	\$ 10.41	\$127.92
Staff Professional 1	\$27.27	\$ 53.86	\$ 7.19	\$88.32
Project Controls	\$41.94	\$ 82.83	\$ 11.05	\$135.82
Senior Technician	\$37.82	\$ 74.69	\$ 9.97	\$122.48
Project Technician	\$31.93	\$ 63.06	\$ 8.41	\$103.40
Technician	\$21.25	\$ 41.97	\$ 5.60	\$68.82
Project Support	\$32.80	\$ 64.78	\$ 8.64	\$106.22

Y-12335 Professional Services Agreement Actuals Not to Exceed Rate Table Haley & Aldrich, Inc. 2022-2023 Field Office				
Job Classifications	Direct Labor Rate NTE	Overhead 169.31% NTE	Fee (Profit) 26.35% NTE	All Inclusive Hourly Billing Rate NTE
Senior Principal	\$112.00	\$ 189.63	\$ 29.51	\$331.14
Principal/Program Manager / Senior Technical Expert	\$86.70	\$ 146.79	\$ 22.85	\$256.34
Senior Project Manager / Technical Expert	\$74.16	\$ 125.56	\$ 19.54	\$219.26
Project Manager / Senior Technical Specialist	\$49.59	\$ 83.96	\$ 13.07	\$146.62
Technical Specialist / Modeler	\$41.92	\$ 70.97	\$ 11.05	\$123.94
Project Professional	\$39.57	\$ 67.00	\$ 10.43	\$117.00
Staff Professional 2	\$39.50	\$ 66.88	\$ 10.41	\$116.79
Staff Professional 1	\$27.27	\$ 46.17	\$ 7.19	\$80.63
Project Controls	\$41.94	\$ 71.01	\$ 11.05	\$124.00
Senior Technician	\$37.82	\$ 64.03	\$ 9.97	\$111.82
Project Technician	\$31.93	\$ 54.06	\$ 8.41	\$94.40
Technician	\$21.25	\$ 35.98	\$ 5.60	\$62.83
Project Support	\$32.80	\$ 55.53	\$ 8.64	\$96.97

WSDOT Agreement Y-12335
Exhibit D
Page 1 of 1



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

November 4, 2021

R&W Engineering, Inc.
9615 SW Allen Blvd., Suite 107
Beaverton, OR 97005

Subject: Acceptance FYE 2020 ICR – Risk Assessment Review

Dear Beverly Naymyo:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2020 ICR of 150.39%. This rate will be applicable to Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink, reading "Erik K. Jonson".

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Description WSDOT Rate Table - 2018

Date Ranges

	From ▾	Through
►	09/01/17 ▾	
*		

Labor Expenses Consultant

Labor Markups

Premium Hours Markups

Overtime %
Double time %

	Employee	Employee Type	Activity	Billing Rate	Override Cost Rate	Maximum	No Premium Markups	Pass Through	Invoice Employee Type
►	...	Engineer		122.5400	0.0000	☐	☒	☐	Engineer
		Sr. Engineer - II		162.7000	0.0000	☐	☒	☐	Sr. Engineer - II
		Sr. Technician - II		124.9700	0.0000	☐	☒	☐	Sr. Technician - II
		Clerical Admin/Support		54.4800	0.0000	☐	☒	☐	Clerical Admin/Support
		Draftsperson (CAD)		60.0000	0.0000	☐	☒	☐	Draftsperson (CAD)
		Technician / Designer		64.8000	0.0000	☐	☒	☐	Technician / Designer
		Sr. Engineer - 1		130.2000	0.0000	☐	☒	☐	Sr. Engineer - 1
		Project Manager		162.7000	0.0000	☐	☒	☐	Project Manager
		Principal		175.1500	0.0000	☐	☒	☐	Principal
		Sr. Technician - I		88.6100	0.0000	☐	☒	☐	Sr. Technician - I
		Project Support		60.0000	0.0000	☐	☒	☐	
*						☒	☒	☒	



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TTY: 1-800-833-6388
www.wsdot.wa.gov

August 3, 2022

Environmental Science Associates
550 Kearny Street, Suite 800
San Francisco, CA 9418

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Swen Swenson Jr.:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) based on the “Independent CPA Report,” prepared by Gusman & Associates as follows:

- Office Rate: 196.03% of direct labor
- Field Rate: 105.67% of direct labor

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink that reads "Erik K. Jonson".

ERIK K. JONSON

Contract Services Manager

EKJ:ah

Environmental Science Associates & Subsidiaries

2023 Schedule of Fees

A. Personnel Category Rates

ESA shall be compensated as follows:

Labor Costs shall be compensated on the basis of actual paid labor hours expended on an authorize task multiplied by the actual direct labor rate Plus:

Overhead Allowance shall be compensated on basis of direct Labor Costs multiplied by 196.03%; Plus

Professional Fee shall be compensated on the basis of labor Costs multiplied by 30%.

Direct Costs (also referred to as “expenses”) excluding subcontractors, shall be compensated on the basis of cost.

Subcontractors shall be compensated on the basis of actual cost plus 1.5%.

B. Expenses

Printing/Reproduction Rates

Item	Rate/Page	Sample Pricing
Black & White – 8.5 x 11	\$0.10	
Black & White – 11 x 17	\$0.20	
Color – 8.5 x 11	\$0.40	
Color – 11 x 17	\$0.70	
B&W – Plotter (Toner – ECO Quality)	\$0.40/sf	24x36 B/W CAD drawing would cost \$2.40 per sheet
B&W – Plotter (Toner – Presentation Quality)	\$1.00/sf	24x36 B/W CAD drawing would cost \$6.00 per sheet
Color – Plotter (Inkjet – ECO Quality)	\$2.00/sf	24x36 Color Drawing would cost \$12 per sheet
Color – Plotter (Inkjet – Presentation Quality)	\$4.00/sf	24x36 Color Drawing would cost \$24 per sheet
CD	\$10.00	
Digital Photography	\$20.00 (up to 50 images)	
All Other Items (including bindings and covers)	At cost plus 10%	

Equipment Rates

Item	Rate/Day	Rate/Week	Rate/Month
Project Specific Equipment:			
Vehicles – Standard size	\$ 40 ^a	\$ 180	
Vehicles – 4x4 /Truck	85		
Vehicles – ATV	125		
Noise Meter	100		
Hydroacoustic Noise Monitoring Equipment	150		
Electrofischer	300	1,200	
Sample Pump	25		
Field Traps	40		
Digital Hypsometer (Nikon)	20		
Stilling Well / Coring Pipe (3 inch aluminum)	3/ft		
Backpack Sprayer	25		
360-Degree 4k Camera	30	120	
Cam-Do Time-Lapse Camera	15	50	180
Beach Seine	50		
Otter Trawl	100		
Wildlife Acoustics Bat Detector	125	400	
Wildlife Trail Camera	30	100	
Fiber Optic Endoscope	125	500	
Spot Light	30		
Spotting Scope	50	200	
Topographic/Bathymetric Survey Equipment:			
Auto Level	40		
Total Station	200	600	
DJI Quad Drone	300	1,200	
RTK-GPS	300	1,200	
RTK-GPS Smartnet Subscription	50	200	
Single-Beam Echoshounder	150	600	
Trimble GPS GeoXT	75	350	900
iPad/Android Tablet + 1m GNSS External Sensor (Trimble R1, Bad Elf)	75	350	900
iPad/Android Tablet + sub-meter Arrow 100/TDC 150	100	400	1,100
iPad/Android Tablet + sub-foot Arrow Gold	200	800	2,800
iPad/Android Tablet only (includes Garmin Glo external sensor)	50	225	600
Laser Level	60		
Garmin GPS or equivalent	25		250
Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment:			
ISCO 2150 Area Velocity Flow Logger	\$ 25	\$ 100	\$ 350
SonTek IQ-Plus Area Velocity Flow Logger	180	500	1600
Logging Rain Gage	10	40	125
Marsh-McBirney Hand-Held Current Meter	50	200	
FloWav Surface Velocity Radar	50	200	
RBR Virtuoso Wave Pressure Sensor		100	350
SOFAR Ocean Spotter Wave Buoy	30	120	450
Ocean Sensor Systems Sonic Wave Sensor	30	120	450
Logging Water Level - Pressure Transducer	10	30	100
Logging Barometric Pressure Logger	5	15	50
Well Probe / Water Level Meter	20	80	
Bottom-Mounted Tripod / Mooring	25	100	400
Handheld Suspended Sediment Sampler	20		250

Item	Rate/Day	Rate/Week	Rate/Month
Water Quality Equipment:			
Logging Turbidimeter/Water Level Recorder	\$ 25	\$ 100	\$ 400
Logging Conductivity/Water Level Recorder	20	60	200
In-Situ Troll 9500 logging water quality multiprobe		200	800
Logging Temperature Probe	3	10	40
Hach Hand-Held Turbidimeter Recording Conductivity Meter w/Datalogger	50	200	
Refractometer	20	80	
YSI Hand-Held Salinity Meter or pH meter	30	120	
Hand-Held Conductivity/Dissolved Oxygen Probe (YSI 85)	40	160	
HOBO Salinity Gauge			125
HOBO DO/Temp Probe			125
In-Situ Aqua Troll 600 Water Quality Sonde			800
In-Situ VuSitu Telemetry System Hardware			40
YSI 650 with 6920 Multi Probe	180	500	1500
YSI ProDSS Multi Probe	180	500	1500
ISCO 6712 Portable Sampler w/ISCO 2105 Module	40	250	900
Sedimentation / Geotechnical Equipment:			
Peat Corer	\$ 75	\$ 300	
60lb Helly-Smith Bedload Sampler with Bridge Crane	175	700	
Suspended Sediment Sampler with Bridge Crane	75	300	
Guelph Permeameter	50	200	
Vibra-core	100	400	
Muck Corer	50	200	
Shear Strength Vane	50	200	
Auger (brass core @ \$ 5/each)	20	80	
Boats:			
14' Aluminum Boats with 15 HP Outboard Motor	\$ 100	\$ 400	
Single or Double Person Canoe/Kayak	30	120	
Small Watercraft Motor	20	100	
20' Lowe Boat w/115 HP Outboard	300	1,500	
[North River Boat – Ask Matt Silva for Specs and Price]			
17' Boston Whaler w/ 90 HP Outboard	300	1,500	
^a Actual project charges will be either the IRS mileage reimbursement rate or the daily rate, whichever is higher.			



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

April 19, 2022

Minister Glaeser Surveying, Inc.
2200 E Evergreen Blvd
Vancouver, WA 98661

Subject: Acceptance FYE 2021 ICR – Risk Assessment Review

Dear Dan Renton:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2021 ICR of 142.30%. This rate will be applicable to Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink that reads "Erik K. Jonson".

ERIK K. JONSON
Contract Services Manager

EKJ:ah

CITY OF VANCOUVER 2022 BILLING RATES
FOR MINISTER AND GLAESER SURVEYING, INC
03/01/22

<u>JOB CLASSIFICATION</u>	<u>DIRECT LABOR RATES</u>	<u>OVER HEAD 142.30%</u>	<u>FIXED FEE 23.75%</u>	<u>BILLING RATE</u>
PRINCIPAL SURVEYOR	\$45.00	\$64.04	\$10.69	\$119.72
PROFESSIONAL LICENSED SURVEYORS	\$40.00	\$56.92	\$9.50	\$106.42
SURVEY TECHNICIAN	\$35.00	\$49.81	\$8.31	\$93.12
CADD TECHNICIAN	\$30.00	\$42.69	\$7.13	\$79.82
ONE PERSON FIELD CREW	\$35.00	\$49.81	\$8.31	\$93.12
TWO PERSON FIELD CREW	\$65.00	\$92.50	\$15.44	\$172.93
THREE PERSON FIELD CREW	\$90.00	\$128.07	\$21.38	\$239.45
ADMINISTRATION	\$25.00	\$35.58	\$5.94	\$66.51

Certification of Final Indirect Costs

Firm Name: Archaeological Services, LLC

Indirect Cost Rate Proposal: 133.13%

Date of Proposal Preparation (mm/dd/yyyy): 09/15/2022

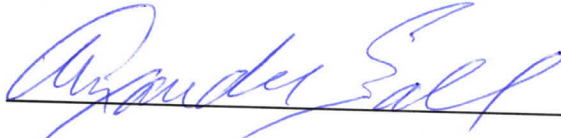
Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2021 to 12/31/2021

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official* (Print): Alexander Gall

Title: Owner

Date of Certification (mm/dd/yyyy): 09/15/2022

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:

<http://www.fhwa.dot.gov/legregs/directives/orders/44701a.htm>



RATES of PAY 2022

Archaeological Services, LLC. 2022 ICR Rates

Discipline or Job Title	Hourly Rate	Overhead @ 133.13%	Profit @30% of hourly rate	Rate Per Hour
Principal Investigator	\$45.18	\$60.15	\$13.55	\$118.88
Professional Archaeologist (Project Manager, Field supervisor, etc.)	\$36.05	\$47.99	\$10.82	\$94.86
Research Historian/Archaeologist	\$25.85	\$34.41	\$7.76	\$68.02
Specialist (e.g. cartographer, lithic analyst, Faunal analyst, GIS, etc.)	\$78.95	\$105.11	\$23.69	\$207.74
Office Coordinator	\$22.00	\$29.29	\$6.60	\$57.89
Laboratory Coordinator	\$25.00	\$33.28	\$7.50	\$65.78
Archaeological Technician 1	\$22.00	\$29.29	\$6.60	\$57.89
Archaeological Technician 2	\$24.14	\$32.14	\$7.24	\$63.52
Archaeological Technician 3	\$30.07	\$40.03	\$9.02	\$79.12

****NOTE** 2022 ICR is based off of FYE 2019**

Adjustment for Pay Increases 9-20-2022

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G ***Certification Document***

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Vancouver
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Century West Engineering

whose address is

5500 Meadows Road, Suite 250, Lake Oswego, OR 97035

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the **City of Vancouver**

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Century West Engineering

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of City of Vancouver

I hereby certify that I am the:

☒ Agency Official of the Local Agency

☐ Other

of the City of Vancouver, and Century West Engineering

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Century West Engineering

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Century West Engineering

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of on-call architectural, engineering, environmental services * are accurate, complete, and current as of June 1, 2023 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Century West Engineering

Signature

Title

Date of Execution _____ ***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ 1,000,000 .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ 1,000,000 .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit



Staff Report: 104-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/5/2023

SUBJECT Approval of contract to purchase shelter and office units for 2 additional Safe Stay Community sites from Pallet

Key Points

- In 2023 the City competitively solicited a request for proposal (RFP) resulting in the selection of modular shelter and office units that will best meet the City's needs.
- City staff would like to purchase modular shelter and office units for Safe Stay Community sites.
- The City Council is being asked to approve an amount up to \$629,014 to purchase additional modular shelters and office units.

Strategic Plan Alignment

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable

Present Situation

A part of the Vancouver Homelessness Plan calls for the establishment of Safe Stay Community sites where residents are provided shelter and personal hygiene facilities and are given access to social service providers to assist them in transitioning to permanent housing.

To date, two Safe Stay Communities have been established, one is currently awaiting site construction, and two additional sites within the City of Vancouver have been budgeted for. Staff needs to purchase the shelter and office units from the manufacturer, Pallet, for the two additional sites that have been budgeted for.

Each site features 20 shelter units, with two bunks and mattresses per unit and one electric heater, office space, and personal hygiene facilities. The quote from Pallet includes all costs associated with functional units – beds, mattresses, heaters, smoke/CO detectors, fire extinguishers, and capability of connecting to power.

Advantage(s)

Allows the City to continue implementing a key part of the Homelessness Plan through the establishment of additional Safe Stay Community sites.

Disadvantage(s)

None

Budget Impact

Cost for shelter units was included in the biennial 2023-2024 budget. The shelters are funded by the City's Affordable Housing Property Tax, while the operations are funded by the City's Affordable Housing Sales Tax.

Action Requested

On June 5, 2023, approve the use of \$629,014 to purchase additional modular units for use in two Safe Stay Community sites.

Jamie Spinelli, Homeless Response Manager, 360-487-8610; Aaron Lande, Program and Policy Development Manager, 360-487-8612

ATTACHMENTS:

- ▯ Pallet Shelter Contract



**CITY OF VANCOUVER
PURCHASE AGREEMENT # 6-23
Modular Shelters and Offices**

This agreement for the purchase of commodities (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, WA (hereinafter referred to as the "City") and Pallet PBC (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 the commodities requested as described in this Agreement; and

WHEREAS, the City advertised and issued Request for Proposals, numbered 6-23 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor be capable of providing the required commodities; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to provide the commodities described herein and warranties and guarantees 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. STATEMENT OF WORK:** The Contractor agrees to provide the City all materials set forth in the scope of work described below, and as further described in the City's solicitation, and the Contractor's responsive proposal to the City's solicitation, (collectively referred to herein as the "work") which are each incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

The City of Vancouver is seeking proposals for the purchase and delivery of modular housing/shelter units and offices. The City estimates purchasing 40 housing/shelter units and 2 offices. Building materials must be mold, mildew and rot resistant, easy to clean and sanitize, and allow easy replacement of doors and walls.

Housing/shelter units must be able to house up to 2 people. Housing/shelter units shall have:

- a. A minimum of 64 sq ft interior space
- b. Air conditioning
- c. 120v electrical kit w/1500 w heater
- d. 2 beds / desk that can fold away

- e. Custom fit mattress
- f. Built-in shelving / storage space
- g. Reading / task light
- h. Smoke detector / CO monitor
- i. Operable windows
- j. Emergency egress

Office unit shall have:

- a. A minimum 100 sq ft interior space
- b. Air conditioning
- c. 120v electrical Kit w/1500 w heater
- d. Smoke detector / CO monitor
- e. Built-in shelving/storage space
- f. Reading/task light
- g. Operable windows
- h. Emergency egress
- i. Pallet shall perform the following Services for the Project:
- j. Shipping. Pallet Services excludes all other services not expressly set forth herein, including, without limitation, site grading, leveling of shelters, electrical or plumbing connections, and staking of units to ground.
- k. The City will provide 5,000 lbs. forklift with minimum 8-foot forks for delivery, assembly, and installation.

2. **TERM OF AGREEMENT:** This initial effective term of this Contract is one (1) year as of the last signature of the Contract with an option to extend for one (1) additional four (4) year period. The maximum term for this Agreement is five (5) years.
3. **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; including documents that are incorporated herein by reference, Purchase Orders; the Contractor's responsive proposal to the City's solicitation and the City's solicitation.
4. **GENERAL REQUIREMENTS:** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code (VMC), and ordinance of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
5. **PURCHASE ORDER:** Purchases will be authorized via valid Purchase Orders. Purchases shall correspond with the Purchase Order; any unauthorized advance or excess order is returnable at Contractor's expense.

6. **ORDER QUANTITY:** This is an as-needed Agreement; orders will be placed with Contractor via signed Purchase Orders on an as-needed basis. The City is not obligated to any minimum or maximum quantities under this Agreement.
7. **PRICES:** The applicable prices are set forth herein and must be valid for one year from the effective date of this Agreement. Price adjustments may be requested for consideration each year thereafter; the City, at its sole discretion, may approve that request. Request for price increases shall be supported by the applicable Producer Price Index for the Seattle-Tacoma-Bremerton area for the immediate, previous four (4) quarters. The City agrees to exercise good faith and commercial reasonableness in evaluating proposed price increases from Contractor.
8. **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.
9. **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.
10. **SCHEDULE:** Contractor will use its commercially reasonable efforts to deliver the Products to the City at the Project Site on the date of delivery as set forth in the purchase order. Notwithstanding the foregoing, Contractor will notify the City of any delays that may affect the estimated delivery date of the Products. If Contractor notifies City in accordance with these Terms, Contractor shall be afforded at least ten (10) additional days to deliver the Products. Unless otherwise set forth in a purchase order, Contractor shall be responsible for arranging and coordinating the shipment of the Products to the City.
11. **DELIVERY:** All costs referenced must be F.O.B. Vancouver, Washington, Prepaid and Allowed (freight included in the unit cost), prepaid with all transportation and handling charges paid by the Contractor. Responsibility and risk of loss or damage shall remain with the Contractor until delivery to City's site, where final visual inspection and acceptance shall be undertaken at a mutually agreed upon time of delivery responsibility shall pass to the City except as to latent defects that could not be discovered by the City through a visual inspection at the time of delivery, fraud, and the Contractor's warranty obligations.

If any shipment or delivery of Products to the City is delayed at City's request or due to the City's inability to take possession of the Products (for any reason other than Contractor's arbitrary decision not to perform), risk of loss to such Products shall pass to City on the date Contractor is prepared to ship the Products to the City under the terms of this Agreement.

12. **PAYMENT:** Invoices will be paid at net thirty (30) days, 75% upon delivery and 25% upon acceptance provided that all appropriate information has been listed on the invoice and necessary

forms have been submitted. Payment periods may be computed from the date of receipt of a correct invoice, or the date the invoice is received in the Accounts Payable department, whichever date is later. The City shall promptly identify any invoicing deficiencies so that the Contractor can correct the deficiency. Contractor's warranty will begin running upon completion of assembly.

- 13. TAXES:** The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Agreement, provided, however, that any taxes that apply directly to the sale, such as a state or local sales tax, shall be added to the purchase price set forth in the Purchase Order.
- 14. ADJUSTMENTS:** The City at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City. The City shall promptly communicate any such adjustments.
- 15. ASSIGNMENT:** This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party.
- 16. WAIVER:** The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
- 17. 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.
- 18. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.
- 19. PROPRIETARY AND CONFIDENTIAL INFORMATION:** 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 information that CONTRACTOR has marked as “Proprietary and Confidential,” the City shall notify the CONTRACTOR of such request and withhold disclosure of such information for not less than FIVE (5) business days, to permit the CONTRACTOR to seek judicial protection of such information, provided that the CONTRACTOR shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

- 20. WARRANTIES:** All products and related services, except as specified below, shall be warranted against faulty workmanship and materials by the Contractor for a minimum period of one (1) year from the date of acceptance by the City. Warranty shall include all costs incurred for repair or replacement except that which is damaged by misuse or abuse. This one (1) year warranty shall in no way affect normal extended or manufacturer’s warranty exceeding this one (1) year period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.
- 21. TERMINATION FOR CONVENIENCE:** The City may terminate this contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon “notice of termination” given by the City. The City shall promptly pay Contractor the contract price for any units that have been completed and for the completion of any units that are in production as of the date notice of termination is provided.
- 22. TERMINATION FOR CAUSE:** In the event the Supplier is, or has been, in violation of the terms of this Contract, including the Invitation to Bid, the Owner reserves the right, upon written notice to the Supplier, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be affected by serving a notice of termination on the Supplier setting forth the manner in which the Supplier is in default. The City shall promptly pay Contractor for any the contract price for any units that have been completed as of the date notice of termination. If it is later determined by the Owner that the Supplier 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 Supplier, the City after setting up a new delivery or performance schedule, may allow the Supplier to continue work or treat the termination as a termination for convenience.
- 23. OPPORTUNITY TO CURE:** The Owner at its sole discretion may in lieu of a termination allow the Supplier to cure the defect(s), by providing a “Notice to Cure” to Supplier setting forth the remedies sought by Owner and the deadline to accomplish the remedies. If the Supplier fails to remedy to the Owner’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the Owner shall have the right to terminate the Contract without any further obligation to the Supplier. Any such termination for default shall

not in any way operate to preclude the Owner from also pursuing all available remedies against the Supplier and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

24. EVALUATION AND COMPLIANCE WITH THE LAW: The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

25. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor will be required to hold a city business license if working within Vancouver city limits. The Contractor shall apply for city license via the State of Washington Department of Revenue (DOR), Business Licensing Service (BLS), at: <https://secure.dor.wa.gov/>. For application assistance, contact DOR BLS at 360-705-6741. For more information about city business license regulations and fees, see: www.cityofvancouver.us/businesslicense or call 360-487-8410 option 3.

26. CITY OBLIGATIONS: While Contractor will provide the Products and Services set forth herein, the City shall be solely and exclusively responsible and liable for: (i) ensuring that all operations at the Project Site, are in compliance with all applicable Laws; (ii) procuring and maintaining all applicable permits, certifications, licenses and approvals necessary under all applicable Laws for the delivery and use of all Products and performance of all Services, including but not limited to, consultation with, inspections, and approvals from local building officials and fire authorities regarding site layout and shelter spacing; (iii) cleaning and maintaining the Products, including, without limitation, by following all user manuals, cleaning instructions and Product manuals provided by Contractor to the City; (iv) ensuring the safety of the Products (including, without limitation, protecting, monitoring and maintaining all fire extinguishers, smoke detectors, electrical panels, keys, door locks, door handles and entrances to the Shelters), the Product's end users and residents and the Project Site after the completion of the applicable Services; and (v) to the extent Customer uses its own Representatives to perform any assembly or installation of any Products, the acts, errors, omissions, negligence or misconduct of the City and its Representatives in connection herewith.

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

provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

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

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$5,000,000
V. Professional Liability	
Policy shall include coverage against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor	\$1,000,000
VI. Cyber Liability	
Policy shall include coverage against claims involving privacy violations, data breach, information theft, damage to or destruction of electronic information,	\$1,000,000

intentional and/or unintentional release of private information, and alteration of electronic information, extortion and network security.	
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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.

29. 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

For the Contractor:
Sammi Anderson
Pallet PBC
1930 Merrill Creek Parkway

P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

Everett, WA 98203
Email: sammi@palletshelter.com

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

- 30. AMENDMENTS:** All changes to this Agreement, including changes to the statement of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.
- 31. 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.
- 32. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 33. 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.
- 34. 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.
- 35. 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.
- 36. NONDISCRIMINATION:** During the term of this Contract, the Supplier agrees as follows: The Supplier will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to

their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

37. BINDING EFFECT: The provisions, covenants, and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.

38. REMEDIES CUMULATIVE: Remedies under this Agreement are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

39. SEVERABILITY: Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions, unless the result of same would clearly be contrary to the overall intent of the parties in entering into this Agreement.

40. FORCE MAJEURE: A Party (referred to in this Section as a “**Force Majeure Party**”) shall be excused from the performance of its applicable obligation(s) under these Terms (other than the payment of any monies owed to the other Party, including, without limitation, any Purchase Price or Fees) to the extent that such performance is made commercially impracticable, illegal, or impossible by an event of Force Majeure that is beyond the Force Majeure Party’s reasonable control, and the Force Majeure Party provides written notice of the prevention within ten (10) business days of the occurrence of the Force Majeure event to the other Party (including details of the Force Majeure event, its anticipated duration and any action being taken to avoid or minimize its effect) and uses commercially reasonable efforts to avoid the effects of such Force Majeure and to perform the affected obligation(s) to the extent reasonably possible. Such excuse of performance shall be continued for so long as the condition constituting Force Majeure continues and the Force Majeure Party takes reasonable efforts to remove the condition or otherwise perform the affected obligation(s). For purposes of these Terms, “**Force Majeure**” shall mean only acts of God, strikes, civil disturbances, fires, earthquakes, governmental order or proclamation, outbreak or pandemic, supply chain interruption (to the extent such interruption is not caused by the gross negligence of such Party), acts of terrorism, floods, explosions, riots, war, rebellion, sabotage or failure or default of public utilities or common carriers. For clarity, notwithstanding the existence of a Force Majeure impacting a Party’s performance hereunder, such Force Majeure Party shall continue performing all of its other obligations hereunder, and the other Party shall be excused from performing such of its obligations under these Terms that it cannot reasonably perform due to the non-performance by the Force Majeure Party due to such Force Majeure, until such Force Majeure Party completes performance of such obligations that are prevented by such Force Majeure.

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:

Pallet PBC

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: 105-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/5/2023

SUBJECT Approval of service contract to rent shower/restroom/laundry (hygiene) units for Safe Stay Community/Safe Parking sites from United Site Services

Key Points

- City staff would like to rent modular/mobile shower/restroom/laundry units for two Safe Stay Communities and one Safe Parking site.
- Some of the City Safe Sites do not have easy access to water/sewer connections, leaving more self-contained units a better fit for those locations.
- United Site Services is able to retrofit/customize units to fit our water/sewer and/or space constraint needs for these specific sites.
- United Site Services will regularly service water/sewer tanks in addition to providing hygiene units as part of this service contract.
- The City Council is being asked to approve the service agreement with United Site Services to rent modular/mobile hygiene units with a total cost of \$389,600.

Strategic Plan Alignment

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents

Present Situation

A part of the Vancouver Homelessness Plan calls for the establishment of Safe Stay Community sites where residents are provided shelter and personal hygiene facilities and are given access to social service providers to assist them in transitioning to permanent housing.

To date, two Safe Stay Communities have been established, one is currently awaiting site construction, and two additional sites within the City of Vancouver have been budgeted for. The two existing sites opened with portable restrooms and handwashing stations, with the intent to add more substantial hygiene facilities later. As a temporary solution for showers, site residents have used a combination of options, such as City-funded YMCA memberships, Firstenberg, and the mobile shower trailer located at Living Hope Church. While all participants have been appreciative of these temporary accommodations, accessibility at each of those locations is extremely limited

in both number and times of days. Because many of our Safe Stay and Safe Park residents are now employed, showers are needed more frequently and at varying times of day/night, which these facilities' hours of operations cannot allow for. Additionally, the less substantial portable restrooms and handwashing stations become more difficult to utilize in the very cold and hot months of the year, particularly for those with physical/health challenges.

These hygiene units would be utilized at Safe Stay Communities 2 & 4 (Hope Village and proposed WSDOT property location), where plumbing is not easily accessible and more self-contained unit options are necessary. These self-contained units will come equipped with water/sewer tanks, which United Site Services will pump/fill on a regular basis. United Site Services only rents their units out, and the units to be utilized at our sites are being retrofitted/customized to fit our space needs.

Advantage(s)

1. Improves service delivery at Safe Stay Communities, which are a key part of the Homelessness Plan.
2. Provides conditions more conducive to stabilization, and better outcomes, for Safe Stay residents.
3. A grant from the Ed and Dollie Lynch fund, through the Community Foundation of SW Washington, will reimburse the City up to \$75,000 per site for hygiene facilities.

Disadvantage(s)

None

Budget Impact

- Cost for facilities was included in the biennium and spring supplemental budgets.
- A total of \$225,000 will be reimbursed to the City General Fund from the Ed and Dollie Lynch fund grant for hygiene units for these three sites. The balance will be covered by the Affordable Housing Sales tax.

Prior Council Review

None

Action Requested

On June 5, 2023, approve the use of \$389,600 to rent modular/mobile hygiene units for use in two Safe Stay Communities and one Safe Parking site.

Jamie Spinelli, Homeless Response Manager, 360-487-8610; Aaron Lande, Program and Policy Development Manager, 360-487-8612

ATTACHMENTS:

- United Contract



**CITY OF VANCOUVER
PURCHASE AGREEMENT # C-101224
Shower, Restroom, Laundry Units Rebid**

This agreement for the purchase of commodities (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, WA (hereinafter referred to as the "City") and United Site Services (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 the commodities requested as described in this Agreement; and

WHEREAS, the City advertised and issued Request for Proposals, numbered 3-23 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor be capable of providing the required commodities; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to provide the commodities described herein and warranties and guarantees 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. STATEMENT OF WORK:** The Contractor agrees to provide the City all materials set forth in the scope of work described below, and as further described in the City's solicitation, and the Contractor's responsive proposal to the City's solicitation, (collectively referred to herein as the "work") which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

This agreement is for the rental and delivery of restroom, shower, and laundry solutions including plumbed/non-plumbed and water heater options. The City desires each site to, at a minimum, include:

Safe Stay Site 2: Requires 1 ADA shower/restroom, 1 standard shower/restroom and, if possible, a laundry unit. This site will accommodate a 34ft x 8ft unit. This site is not plumbed and must include tanks sufficient to support as many people as possible and a power source.

Safe Stay Site 4: Requires 1 ADA shower/restroom, 1 standard shower/restroom and optional laundry with 2 washer/dryer units. This site is not plumbed and must include tanks sufficient to support as many people as possible and a power source.

Safe Park 1: Requires 1 ADA shower/restroom, 1 standard shower/restroom and optional laundry with 2 washer/dryer units, will accommodate 40 feet. This site is not plumbed and must include tanks sufficient to support as many people as possible and a power source.

If additional amenities can fit within the space of each site the City may request additional options for expanding the options listed above.

2. **TERM OF AGREEMENT:** This Contract is effective as of the last signature of the Contract with an option to extend for four (4) additional one (1) year periods. The maximum term for this Agreement is five (5) years.
3. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; the Contractor's responsive proposal to the City's solicitation and the City's solicitation.
4. **GENERAL REQUIREMENTS:** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code (VMC), and ordinance of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
5. **PURCHASE ORDER:** Purchases will be authorized via valid Purchase Orders. Purchases shall correspond with the Purchase Order; any unauthorized advance or excess order is returnable at Contractor's expense.
6. **ORDER QUANTITY:** This is an as-needed Agreement; orders will be placed with Contractor via signed Purchase Orders on an as-needed basis. The City is not obligated to any minimum or maximum quantities under this Agreement.
7. **PRICES:** The applicable prices are set forth herein and must be valid for one year from the effective date of this Agreement. Price adjustments may be requested for consideration each year thereafter; the City, at its sole discretion, may approve that request. Request for price increases shall be supported by the applicable Producer Price Index for the Seattle-Tacoma-Bremerton area for the immediate, previous four (4) quarters.
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. SCHEDULE:** Unless the City requests a change in schedule, the Contractor shall deliver the required commodities and any associated services by the “Delivery Date” stated on the signed purchase order.

In the event that the equipment and related services are not provided and/or delivered in the timelines specified in the Purchase Order, the City reserves the right to reject the product and service and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

- 10. DELIVERY:** All costs referenced must be F.O.B. Vancouver, Washington, Prepaid and Allowed (freight included in the unit cost), prepaid with all transportation and handling charges paid by the Contractor. Responsibility and risk of loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud, and the Contractor’s warranty obligations.

- 11. PAYMENT:** Invoices will be paid at net thirty (30) days after the City’s receipt and acceptance of the completed apparatus and associated services, provided that all appropriate information has been listed on the invoice and necessary forms have been submitted. Payment periods may be computed from either the date of delivery of all materials ordered, the completion of all services, or the date of receipt of a correct invoice, or the date the invoice is received in the Accounts Payable department, whichever date is later. No payment shall be due prior to the City’s receipt and acceptance of the materials identified in the invoice thereof.

- 12. TAXES:** The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Agreement, provided, however, that any taxes that apply directly to the sale, such as a state or local sales tax, shall be added to the purchase price set forth in the Purchase Order.

- 13. ADJUSTMENTS:** The City at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

- 14. ASSIGNMENT:** This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party.

- 15. WAIVER:** The City’s failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City’s waiver of any breach hereunder shall

not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

- 16. 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.
- 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 Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.
- 18. PROPRIETARY AND CONFIDENTIAL INFORMATION:** 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 information that CONTRACTOR has marked as "Proprietary and Confidential," the City shall notify the CONTRACTOR of such request and withhold disclosure of such information for not less than FIVE (5) business days, to permit the CONTRACTOR to seek judicial protection of such information, provided that the CONTRACTOR shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 19. WARRANTIES:** All products and related services, except as specified below, shall be warranted against faulty workmanship and materials by the Contractor for a minimum period of one (1) year from the date of acceptance by the City. Warranty shall include all costs incurred for repair or replacement except that which is damaged by misuse or abuse. This one (1) year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.

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

21. TERMINATION FOR CAUSE: In the event the Supplier is, or has been, in violation of the terms of this Contract, including the Invitation to Bid, the Owner reserves the right, upon written notice to the Supplier, 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 Supplier setting forth the manner in which the Supplier is in default. The Supplier will be paid only the contract price for goods rendered in accordance with the manner of performance set forth in the Contract.

If it is later determined by the Owner that the Supplier 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 Supplier, the City after setting up a new delivery or performance schedule, may allow the Supplier to continue work or treat the termination as a termination for convenience.

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

23. EVALUATION AND COMPLIANCE WITH THE LAW: The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

24. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement. The Contractor will be required to hold a city business license if working within Vancouver city limits. The Contractor shall apply for city license via the State of Washington Department of Revenue (DOR), Business Licensing Service (BLS), at: <https://secure.dor.wa.gov/>. For application assistance, contact DOR BLS at 360-705-6741. For more information about city business license regulations and fees, see: www.cityofvancouver.us/businesslicense or call 360-487-8410 option 3.

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

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

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

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

III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
<i>Each Claim</i>	<i>\$1,000,000</i>
<i>Annual Aggregate</i>	<i>\$5,000,000</i>

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.

27. 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:

Dylan Schmelz

United Site Services

12210 SE Knez Way

Clackamas, OR 97015

Email: Dylan.Schmelz@unitedsiteservices.com

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

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

29. 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.

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

31. 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.

32. 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.

- 33. 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.
- 34. NONDISCRIMINATION:** During the term of this Contract, the Supplier agrees as follows:
The Supplier will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 35. BINDING EFFECT:** The provisions, covenants, and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.
- 36. REMEDIES CUMULATIVE:** Remedies under this Agreement are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 37. SEVERABILITY:** Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions, unless the result of same would clearly be contrary to the overall intent of the parties in entering into this Agreement.

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:

United Site Services

Anna L. Vogel, Procurement Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SCHEDULE B: NON-PLUMBED RENTAL UNITS

Item No.	Estimated Quantity	Item Description	Monthly Price Per Unit	Monthly Cleaning Cost Per Unit	One Time Shipping Costs to Vancouver, WA	One Time Retrofit Pod Cost	Replacement Cost
1.	1 EA	WCA Combo Trailer	\$3,398.00	\$ 525.00	\$3,000.00	\$0.00	\$65,000.00
2.	1 EA	WCA Laundry Pod	\$5,000.00	\$ 525.00	\$3,000.00	\$13,000	\$65,000.00
3.	1 EA	ADA Combo	\$3,850.00	\$525.00	\$3,500.00	\$0.00	\$50,000.00
4.	1 EA	Small Gold Combo Trailer	\$2,950	\$3,136	\$1,000	\$0.00	\$50,000
5.	1 EA	250 Gal HT	\$40.00	\$250.00	\$60.00	\$0.00	\$1,200

Delivery: 45 days from receipt of purchase order.

Monthly Cleaning Cost Per Unit include: two times weekly waste removal and water fills.

WCA Combo Trailer includes: 1 toilet, 1 sink, 1 shower.

WCA Laundry Trailer includes: 2 washers and 2 dryers at ground level, 2 washers and 2 dryers stacked.

ADA combo pod includes: 1 shower, 1 toilet, 1 sink.

Small Gold Combo Trailer includes: 3 stalls, each with a toilet, sink and, shower.

Pumping will be performed within a 4–8-hour window agreed upon by United Site Services and City of Vancouver Personnel.



Staff Report: 106-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/5/2023

SUBJECT Burnt Bridge Creek Land Acquisition – Phase 1

Key Points

- The City received Washington State grant funding to purchase three 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, 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

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

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residences

Present Situation

Burnt Bridge Creek flows through the City of Vancouver, WA 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 six parcels (13.19 acres) to acquire for protection and restoration. This land purchase is funded through a State Direct Implementation Funding Grant and will acquire three of those parcels, protecting 8.23 acres of critical riparian area. A second grant from the Washington Department of Ecology will be used to fund the purchase of the remaining three parcels at a later date.

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 ½ mile of critical riparian corridor in a heavily urbanized environment.

Disadvantage(s)

None

Budget Impact

This project is funded through a State Direct Implementation Funding Grant and has been budgeted for in the 2023-2024 Biennial Budget. The grant covers planning, appraisal, due diligence required by Washington Department of Ecology and 100% of the property purchase costs.

Prior Council Review

None

Action Requested

Approve the transactions contemplated by the Purchase and Sale Agreement in the amount of \$552,620 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, Senior Civil Engineer, 360-487-7188; Mark Hazuka, Civil Engineer, 360-487-7183

ATTACHMENTS:

- ▣ Purchase and Sale Agreement
- ▣ Form Draft Deed of Right to Use Land for Conservation Purposes
- ▣ Site Map

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: May 15, 2023

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 8.23 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
10701 NE 51ST CIR, VANCOUVER, WA 98682 /2.25 Acres	159852-000	#101 THOMAS NERTON DLC 2.25A
10801 NE 51ST CIR, VANCOUVER, WA 98682 /1.91 Acres	159853-000	#102 THOMAS NERTON DLC 1.91A
4820 NE 110TH AVE, VANCOUVER, WA 98682 /4.07 Acres	159857-000	#106 THOMAS NERTON DLC 4.07A

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. WQOG-2022-Vancou-00001) 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 FIVE HUNDRED FIFTY-TWO THOUSAND SIX HUNDRED TWENTY AND 00/100 US DOLLARS (\$552,620.00) ("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 00/100 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 June 30, 2023 or 10 days following expiration of the Inspection Period, whichever is earlier, unless otherwise mutually agreed by the parties. 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

[SEE ATTACHED]

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:

#101 THOMAS NERTON DLC 2.25A
#102 THOMAS NERTON DLC 1.91A
#106 THOMAS NERTON DLC 4.07A

TAX PARCEL NUMBERS:

159852-000
159853-000
159857-000

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.

**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 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: #106 THOMAS NERTON DLC 4.07A, #101 THOMAS NERTON DLC
2.25A, #102 THOMAS NERTON DLC 1.91A

Full legal description at Page 6 hereto

ASSESSOR'S TAX PARCEL NUMBER:

159857000, 159852000, 159853000

DEED OF RIGHT TO USE LAND FOR CONSERVATION PURPOSES

THIS **DEED OF RIGHT TO USE LAND FOR 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 the Clean Water State Revolving Loan Account. Such loan is made pursuant to the Project Agreement entered into between Grantor and Ecology entitled Water Quality Combined Financial Assistance Agreement between the State of Washington Department of Ecology and City of Vancouver, WA, Agreement Number WQOG-2022-Vancou-00001 , signed by Grantor on the 3rd day of February, 2023 and by Ecology on the 3rd day of February, 2023 (Project Agreement) and supporting materials which are on file with Grantor and Ecology in connection with the Project Agreement.

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 [Stewardship Plan Title, Date] (Stewardship Plan) as maintained with the Project Agreement record, including protecting, preserving, restoring and/or enhancing the hydrologic functions on the Property by [list specific restoration/maintenance actions].

1.2 Grantor shall allow public access to the Property as provided in the Stewardship Plan. Such access shall be subject to the restrictions allowed under the Stewardship Plan, by written agreement with Ecology, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the Property consistent with habitat conservation purposes and the Project Agreement.

1.3 Grantor shall provide access to Ecology, or 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.

1.4 Without prior written consent by Ecology or its successors, through an amendment to

the Project Agreement or the process set forth below, Grantor shall not use or allow any use of the Property (including any part of it) for uses other than herein granted and 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 purposes herein granted and as stated in the Project Agreement.

2. 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.

3. 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 the Washington State Department of Ecology or its successors.

4. Right of Enforcement. The Washington State Department of Ecology or its successors shall have an independent right to enforce the terms of this Deed.

City of Vancouver, WA

Dated this ____ day of _____, 2023

On this ____ day of _____, 2023, 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 **municipal corporation**, 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: _____

State of Washington, acting by and through the Washington State Department of Ecology

Its: Water Quality Program Director

Dated this _____ day of _____, 2023

) ss.

COUNTY OF _____)

On this ____ day of _____, 2023, 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.

Residing at: _____

My commission expires: _____

EXHIBIT A
Legal Description of the Real Property

PARCEL A:

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 the East line of said Section 16 a distance of 184.01 feet to the East 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 Services 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 637.81 foot radius curve to the left, with a tangent bearing of North 08° 53' 41" East into said curve and the true point of beginning; 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 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' 45" West 59.64 feet; thence South 74° 01' 09" West 55.33 feet; thence South 69° 54' 52" West 66.04 feet; thence South 71° 26' 18" West 52.61 feet; thence South 72° 36' 31" West 41.29 feet; thence South 76° 54' 04" West 53.95 feet; thence South 78° 00' 40" West 44.10 feet; thence South 75° 06' 17" West 50.23 feet; thence South 66° 11' 34" West 32.11 feet; thence South 57° 59' 04" West 47.19 feet; thence South 52° 12' 17" West 67.62 feet; thence South 57° 45' 22" West 39.84 feet; thence South 61° 34' 14" West 69.31 feet; thence South 66° 00' 53" West 59.72 feet; thence leaving said centerline of Burnt Bridge Creek South 69° 09' 18" West 38.75 feet, more or less 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 South 89° 18' 33" East along said North line of Kevanna 917.25 feet to the true point of beginning.

PARCEL B:

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"

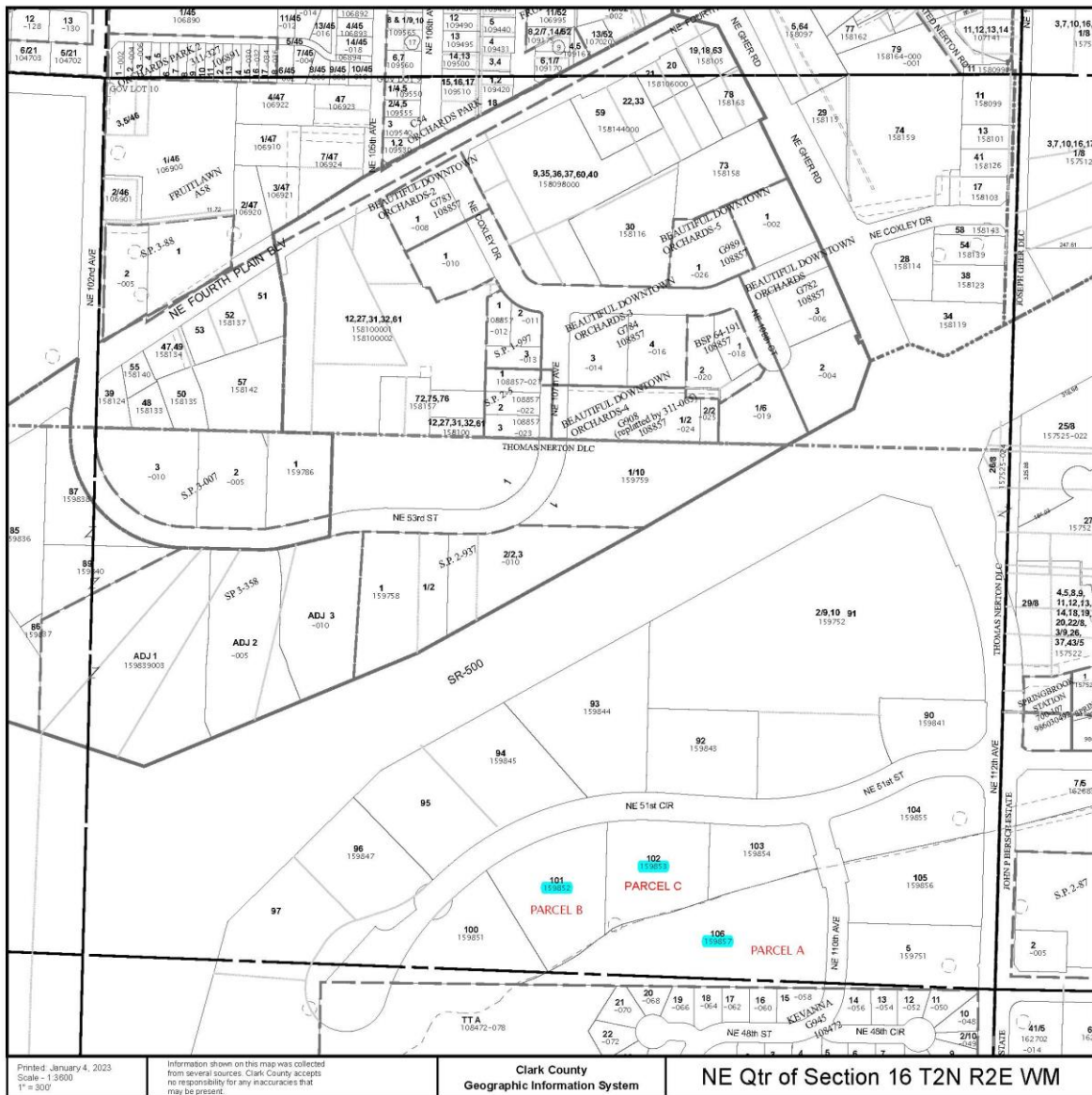
West along said Southerly right-of-way line 152.48 feet to an angle point therein; thence South 61° 07' 11" West along said Southerly right-of-way line 1245.00 feet thence South 41° 38' 16" East 453.02 feet to the true point of beginning; thence North 41° 38' 16" West 47.92 feet to a 790.00 foot radius curve to the left with a tangent bearing of South 80° 48' 38" West into said curve; thence along said 790.00 foot radius curve to the left a distance of 375.42 feet; thence South 31° 37' 34" East 383.61 feet, more or less, to the centerline of Burnt Bridge Creek; thence along the centerline of Burnt Bridge Creek the following courses and distances North 61° 34' 14" East 69.31 feet; thence North 57° 45' 22" East 39.84 feet; thence North 52° 12' 17" East 67.62 feet; thence North 57° 59' 04" East 19.18 feet 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 329.22 feet to the true point of beginning.

PARCEL C:

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:

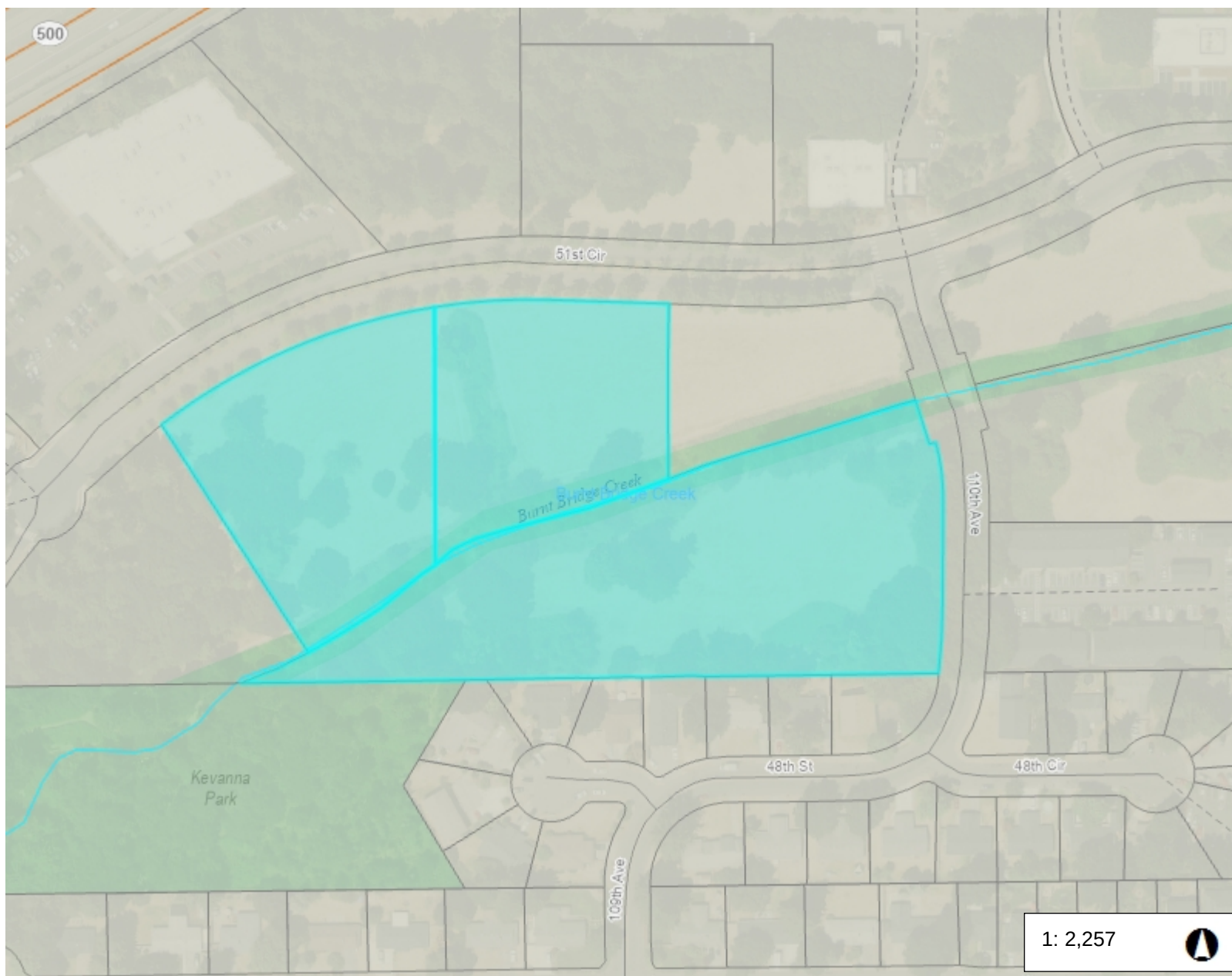
Commencing at the Southeast corner of the Northeast quarter of Section 16; thence North 01° 35' 45" East along the East line of said Section 16 a distance of 1385.99 feet; thence North 88° 24' 15" West 219.44 feet to an angle point in the Southerly right-of-way line of SR-500; thence North 75° 34' 10" West along said Southerly right-of-way line 152.48 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 453.02 feet to the true point of beginning; thence North 41° 38' 16" West 47.92 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; thence South 01° 35' 45" West 267.64 feet, more or less, to the centerline of Burnt Bridge Creek; thence Southwesterly along said centerline the following courses and distances, South 69° 54' 52" West 14.04 feet; thence South 71° 26' 18" West 52.61 feet; thence South 72° 36' 31" West 41.29 feet; thence South 76° 54' 04" West 53.95 feet; thence South 78° 00' 40" West 44.10 feet; thence South 75° 06' 17" West 50.23 feet; thence South 66° 11' 34" West 32.11 feet; thence South 57° 59' 04" West 28.02 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 329.22 feet to the true point of beginning.

EXHIBIT B **Depiction of the Real Property**





Burnt Bridge Creek Land Acquisition Ph 1



Legend

- Taxlots
- Stream
- Stream/Fish Habitat**
 - Shoreline
 - Fishbearing
 - Non-fishbearing
 - Unknown
- Shoreline Designations**
 - Aquatic
 - Natural
 - Urban Conservancy
 - Medium Intensity
 - High Intensity
 - Rural Conservancy Residential
 - Rural Conservancy Resource Land
- Watershed

Notes:

376.2 0 188.08 376.2 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

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Staff Report: 107-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/5/2023

SUBJECT OPEIU Facilities Assistant (Recreation) Market Adjustment

Key Points

- The essential functions of the Facilities Assistant (Recreation) have changed since the last market study.
- Human Resources conducted an ad hoc salary study which supports an upward salary range adjustment for this classification in the OPEIU, Local 11, AFL-CIO salary table.
- An upward salary range adjustment will bring the Facilities Assistant (Recreation) classification in alignment with the level of work performed and the relevant compensation market for the classification.

Strategic Plan Alignment

N/A

Present Situation

The 2022-2024 labor agreement between the City and OPEIU, Local 11, AFL-CIO was fully executed on February 28, 2022. City Council approved the changes from the city-wide 2022 market study during the November 28, 2022, Council meeting. Since that approval, a review of the work performed by the Facilities Assistant (Recreation) classification indicated an increased level of complexity, thereby necessitating a market evaluation. Human Resources conducted an ad hoc market survey and determined that the classification was similar in complexity to other positions in the City that are placed in a higher pay range. For internal equity purposes, staff sees the need to adjust the range to reflect this new information. The requested change was approved in decision packet number PR00787 of the spring 2023 supplemental budget. The present MOU will change the OPEIU, Local 11, AFL-CIO 2023 Pay Ranges and move the Facilities Assistant (Recreation) classification from Step 9 to Step 15. All relevant parties have agreed to this proposed change.

Advantage(s)

1. Ensure the City's salaries are competitive with the relevant market
2. Ensure the City's pay practices are equitable and aligned with best practice

3. Improve the City's ability to attract and retain talent
4. Provide City employees with a prevailing wage

Disadvantage(s)

There are no known disadvantages to ratifying.

Budget Impact

The total impact of this change is estimated to be \$33,600 over the two-year period. Normally, this type of a change is requested during a budget action or after a contract settlement. Current departmental budgets have sufficient salary savings to cover the impact of this change.

Prior Council Review

The budget allocation for the requested change was approved by City Council in the 2023 Spring Supplemental.

Action Requested

Authorize the City Manager, or designee, to enter into a memorandum of understanding with OPEIU, Local 11, AFL-CIO bargaining unit relative to the implementation of the ad hoc salary study for the facilities assistant (recreation) classification.

Lisa Takach, Human Resources Director, 360-487-8611

ATTACHMENTS:

- ▢ 2023 OPEIU Salary Schedule - Proposed

OPEIU 2023 Salary Ranges

January 1, 2023 through December 31, 2023

Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1		\$ 3,264	\$ 3,379	\$ 3,496	\$ 3,619	\$ 3,746	\$ 3,878	\$ 4,012	\$ 4,174
2		\$ 3,346	\$ 3,462	\$ 3,584	\$ 3,711	\$ 3,840	\$ 3,975	\$ 4,113	\$ 4,278
3	Mailroom Clerk	\$ 3,429	\$ 3,550	\$ 3,673	\$ 3,802	\$ 3,936	\$ 4,075	\$ 4,216	\$ 4,386
4		\$ 3,516	\$ 3,639	\$ 3,766	\$ 3,897	\$ 4,034	\$ 4,175	\$ 4,320	\$ 4,493
5		\$ 3,603	\$ 3,728	\$ 3,860	\$ 3,995	\$ 4,135	\$ 4,279	\$ 4,428	\$ 4,606
6	Accounting Clerk I	\$ 3,694	\$ 3,823	\$ 3,956	\$ 4,096	\$ 4,239	\$ 4,388	\$ 4,541	\$ 4,723
7	Facilities Assistant (WREC) Utility Clerk	\$ 3,786	\$ 3,918	\$ 4,056	\$ 4,197	\$ 4,343	\$ 4,496	\$ 4,654	\$ 4,839
8		\$ 3,881	\$ 4,015	\$ 4,157	\$ 4,302	\$ 4,452	\$ 4,609	\$ 4,770	\$ 4,961
9	Facilities Assistant (Recreation) Parking Enforcement Officer Parking Officer	\$ 3,978	\$ 4,116	\$ 4,260	\$ 4,411	\$ 4,565	\$ 4,725	\$ 4,887	\$ 5,085
10	Parking Maintenance Worker	\$ 4,077	\$ 4,219	\$ 4,367	\$ 4,520	\$ 4,679	\$ 4,841	\$ 5,011	\$ 5,211
11	Support Specialist	\$ 4,178	\$ 4,325	\$ 4,476	\$ 4,633	\$ 4,796	\$ 4,964	\$ 5,138	\$ 5,342
12	Utility Accounting Clerk Customer Service Representative Permit Specialist	\$ 4,282	\$ 4,432	\$ 4,588	\$ 4,750	\$ 4,916	\$ 5,087	\$ 5,266	\$ 5,476
13	Police Records Specialist Senior Support Specialist Utility Customer Service Representative	\$ 4,391	\$ 4,544	\$ 4,703	\$ 4,867	\$ 5,038	\$ 5,214	\$ 5,396	\$ 5,611
14	Material Control Coordinator	\$ 4,500	\$ 4,657	\$ 4,820	\$ 4,990	\$ 5,164	\$ 5,345	\$ 5,532	\$ 5,753
15	<i>Facilities Assistant (Recreation)</i> Utility Service Inspector	\$ 4,612	\$ 4,774	\$ 4,941	\$ 5,114	\$ 5,294	\$ 5,478	\$ 5,669	\$ 5,895
16	Survey Technician Senior Accounting Clerk Senior Customer Service Representative Police Service Technician Records Specialist	\$ 4,728	\$ 4,894	\$ 5,065	\$ 5,242	\$ 5,425	\$ 5,613	\$ 5,813	\$ 6,044

17	Senior Utility Customer Service Representative Lead Accounting Clerk	\$ 4,845	\$ 5,017	\$ 5,192	\$ 5,373	\$ 5,560	\$ 5,755	\$ 5,955	\$ 6,195
18	Engineering Tech I Lead Utility Inspector Property/Evidence Technician Lead Police Records Specialist Senior Permit Specialist	\$ 4,967	\$ 5,141	\$ 5,320	\$ 5,507	\$ 5,700	\$ 5,897	\$ 6,106	\$ 6,350
19	Apprentice Construction Inspector	\$ 5,092	\$ 5,269	\$ 5,454	\$ 5,645	\$ 5,841	\$ 6,047	\$ 6,259	\$ 6,507
20	Payroll Analyst	\$ 5,219	\$ 5,402	\$ 5,590	\$ 5,783	\$ 5,989	\$ 6,197	\$ 6,415	\$ 6,671
21	Special Events Permitting Manager	\$ 5,351	\$ 5,536	\$ 5,728	\$ 5,931	\$ 6,137	\$ 6,352	\$ 6,576	\$ 6,838
22	Evidence Coordinator Engineering Technician Surveyor	\$ 5,482	\$ 5,673	\$ 5,874	\$ 6,079	\$ 6,292	\$ 6,514	\$ 6,740	\$ 7,009
23	Lead Permit Specialist	\$ 5,619	\$ 5,817	\$ 6,018	\$ 6,231	\$ 6,448	\$ 6,673	\$ 6,908	\$ 7,184
24	Public Records Officer	\$ 5,762	\$ 5,961	\$ 6,169	\$ 6,386	\$ 6,610	\$ 6,840	\$ 7,080	\$ 7,364
25	Construction Inspector Crime Analyst	\$ 5,903	\$ 6,111	\$ 6,325	\$ 6,546	\$ 6,774	\$ 7,013	\$ 7,258	\$ 7,549
26	Senior Engineering Technician Senior Surveyor	\$ 6,053	\$ 6,265	\$ 6,482	\$ 6,710	\$ 6,945	\$ 7,188	\$ 7,439	\$ 7,738
27	Senior Construction Inspector	\$ 6,204	\$ 6,421	\$ 6,646	\$ 6,879	\$ 7,118	\$ 7,367	\$ 7,626	\$ 7,931
28	Engineering Specialist	\$ 6,358	\$ 6,580	\$ 6,811	\$ 7,050	\$ 7,298	\$ 7,551	\$ 7,817	\$ 8,129
29	Construction Inspection Specialist	\$ 6,518	\$ 6,744	\$ 6,980	\$ 7,226	\$ 7,480	\$ 7,740	\$ 8,012	\$ 8,332
30	Survey Specialist	\$ 6,682	\$ 6,915	\$ 7,156	\$ 7,406	\$ 7,665	\$ 7,934	\$ 8,211	\$ 8,539



Staff Report: 108-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/5/2023

SUBJECT Ratification of Collective Bargaining Agreement with IAFF Local 452

Key Points

- Three-year agreement (2023-2025).
- Rates of pay for each year of the contract will be adjusted by 7.5% for 2023, 4% for 2024, and 4% for 2025.
- Fire healthcare trust contributions will increase 5% per year each year of the contract.
- Rates of pay will be retroactive to January 1, 2023.
- Changes to discipline, dynamic workdays, light duty assignments, out of class assignments, redefining specialty programs, removal of policy references and elimination of compensatory time, and allowing for flexibility of paid days off usage to regain and retain management rights.
- Improving staffing process by establishing a new promotional rank of Engineer and eliminating the Captain Paramedic rank while still providing incentive pay for Captains who maintain their certification to provide mentorship and flexibility of paramedic scheduling.
- Proposition 2 introduction of new apparatus squads, new language added to define operation guidelines.
- Administrative changes to the medical expense reimbursement program (MERP) and time loss guarantee benefit to ensure clarity of the intent of the language and to streamline processes.
- Changes to the union security clause, sick leave, military leave articles to align contract provisions with current legal requirements.
- Enhancements in support of diversity, equity, and inclusion by adding Juneteenth as a paid holiday, as well as utilizing inclusive language throughout the agreement.

Strategic Plan Alignment

Goal 2: Provide effective, innovative and well-resourced police, fire and emergency medical services

Present Situation

The labor agreement between the City and the IAFF Local 452 bargaining unit expired on December 31, 2022. The parties were able to work through a collaborative process and consensual decision making on many of the provisions for a new three-year agreement. The new labor agreement was recently ratified by the IAFF Local 452 members and is being brought to Council for approval.

Advantage(s)

If ratified, the City and bargaining unit will have a collective bargaining agreement and will be operating under an agreement that meets the business needs of both parties.

Disadvantage(s)

There are no known disadvantages to ratifying.

Budget Impact

The Biennial Budget contains partial funding for the 2023-2024 increases included in the collective bargaining agreement with the IAFF Local 452. Total cost of the proposed contract is estimated at \$18.9 Million over the three-year contract period. The estimated shortfall is \$4.0 million for 2023-2024 biennium and creates a significant shortfall for the next biennium. This shortfall in budget will need to be addressed through budget actions in the Fire Department and other departments of the City.

Prior Council Review

None

Action Requested

Authorize the City Manager, or designee, to sign the 2023-2025 Collective Bargaining Agreement with IAFF Local 452.

Lisa Takach, Human Resources Director, 360-487-8611

ATTACHMENTS:

- 2023-2025 Vancouver Fire Suppression Officers IAFF Local 452 Collective Bargaining Agreement - Clean Copy
- 2023-2025 Vancouver Fire Suppression Officers IAFF Local 452 Collective Bargaining Agreement - Track Changes

AGREEMENT

By and Between City of Vancouver

And

IAFF Local 452 – Suppression Personnel



January 1, 2023 – December 31, 2025

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IAFF LOCAL 452 AGREEMENT

The City of Vancouver and the Union, IAFF Local 452, recognize that the public interest requires the efficient and uninterrupted performance of Fire Department services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to that objective. This agreement is an attempt to put in writing wages, hours and other conditions of employment. The City of Vancouver and the Union agree that changes in those areas addressed by this document shall occur pursuant to RCW 41.56.

The City of Vancouver and the Union agree that the provisions of this agreement shall be applied equally to all employees covered hereby without regard to age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, the presence of any physical, mental or sensory disability, or perceived or actual sexual orientation, or any other criteria established by state or federal statutes, rules or regulations, unless such would prohibit performance of a qualifications standard that is job related and consistent with business necessity or necessary to prevent a direct threat to health and safety. NOTE: Chief = Chief or Designee.

ARTICLE 1 – Union Representation

- 1.1 The employer recognizes the Union (Local 452) as the exclusive bargaining agent for all captains, engineers and firefighters.
- 1.2 The employer and the union agree that questions of union representation that may arise shall be resolved in accord with rules of the Washington State Public Employment Relations Commission (PERC) and in accord with local, state or national statutes and rules.

ARTICLE 2 – Rights of Management

The right to manage the municipal corporation is vested exclusively in the employer and such right includes, but is not necessarily limited to, the right to organize, schedule hours, staff, assign work and direct the work force; to set standards of service to be offered to the public; to introduce any and all new, improved and automatic methods or equipment in order to improve efficiency and to reduce costs, and to assign employees within the bargaining unit in accordance with such improvements and cost reduction methods, provided that safe working conditions are maintained; to discipline or discharge employees for just cause (except that new-hire probationary employees are at-will employees until they have completed their initial probationary period); to take action as may be necessary in emergencies (i.e., natural disasters or catastrophes); and to make and enforce rules and regulations. Except as specifically modified by or treated in this agreement, all policies, matters, questions and terms affecting unit employees in their employment relations with the employer shall be governed by such rules, policies, and procedures as the employer, from time to time, may implement (subject to the provisions of Article 13).

ARTICLE 3 – Union Security

- 3.1 Members of the bargaining unit who join the Union may authorize deduction for payments, of dues and other fees, as provided in this Article. Members of the bargaining unit who do not join the Union may choose to voluntarily make a payment in lieu of dues as provided in this Article. However, any member of the bargaining unit who

does not join the Union shall have no rights to benefits provided to Union members (other than the benefits provided under this Agreement and City Policy) and shall have no right to vote or participate otherwise in Union meetings. Employees desiring to become, and/or remain, a member of the Union shall advise the Union with an "opt-in" letter provided by the Union that authorizes the deduction of payments, of dues and other fees, from the wages of employees who have chosen to "opt-in" and forward those payments, of dues and other fees, to the Union each month. Conversely, those who chose to "opt-out" of Union membership shall advise the Union in the same manner. Deduction of payments in lieu of dues and other fees from non-members of the Union within the bargaining unit shall only be made upon written authorization freely given which clearly and affirmatively consents to the deduction of the payment in lieu of Union dues. Upon receipt of notification by the Union of authorization for deduction of payments as provided for in this Article, the employer shall begin deductions effective the pay period in which the notification occurs. Amounts deducted from both members and non-members shall be forwarded to the Union each month.

- 3.2 In the event an employee covered by the bargaining unit notifies the Union that they no longer wish to have dues or fees deducted from their pay, the Union will provide written notice to the Employer. The Employer will discontinue withholding dues no later than the second payroll, after the City's receipt of written notice from the Union.
- 3.3 The fire department shall establish a seniority list of all employees covered by this agreement and it shall be kept up-to-date on an electronic bulletin board or such medium available to all personnel. Any objections to the seniority list, as posted, shall be reported to the Fire Chief or designee and corrected if found to be in error.
- 3.4 The Union shall indemnify and hold harmless the employer against any and all claims, suits, judgments or liability arising from this Article for actions taken by the City in good faith.

ARTICLE 4 – Union Representatives and Union Activities

- 4.1 The union shall inform the employer in writing of the names of its officers who are accredited to represent it, which information shall be kept up-to-date at all times. Only persons so designated will be accepted by the employer as representatives of the union.
- 4.2 Union activities shall not interfere with the day-to-day activities of the fire department. The City does not condone but will allow de minimis use of City owned resources in the performance of union activity only to the service levels and access points determined to be appropriate for City owned resources by the Information Technology Department at that specific moment in time. The City recognizes the union's business need to communicate to the membership utilizing the City's email system and will maintain an email "group" for such purposes.
- 4.3 New employees will be given an orientation class during the first month of employment, not to exceed two hours in duration, regarding the bargaining agreement and union membership. Such orientation will be given by an accredited officer of the union.

- 4.4 Employees who are union officials or designated representatives shall be granted time off without suffering a loss of pay for investigation of grievances as approved by the Chief of the department or designee.
- 4.5 Union representatives shall be granted time off with pay for conducting union business provided that the total scheduled time off for such representatives shall not exceed one hundred forty-four (144) hours per year collectively. Union leave shall utilize the same request and approval process as other forms of scheduled leave.

During any year that the Employer and the Union open negotiations on a new labor agreement due to the fact that the agreement is expiring, the number of hours shall not exceed two hundred four (204). The Employer and the Union will work together to arrange shifts allowing union representatives to attend negotiation sessions without causing the need for hire backs.

Employees may be relocated to facilitate union meetings so long as normal staffing is maintained at all stations.

ARTICLE 5 – Work Week, Hours of Work, Shifts

- 5.1 Management has the right to schedule hours of work, shift assignments, and days off.
- 5.2 Pursuant to Section 7(k) of the Fair Labor Standards Act (“FLSA”), the City has adopted a sixteen (16) day work period for bargaining unit members. For those employees required to work debit days, the City has adopted a thirty-two (32) day Debit Day Cycle, which spans two (2) FLSA work periods.
- 5.3 Emergency Response and Readiness – 24-hour Schedule
- A. The four-platoon (4-platoon) shift schedule shall be twenty-four (24) hours on, forty-eight (48) hours off, twenty-four (24) hours on, ninety-six (96) hours off, resulting in four (4) Static Work Days in each FLSA work period, and eight (8) Static Work Days in each Debit Day Cycle. In addition, employees will be assigned one (1) debit day in each Debit Day Cycle (of which there are approximately 11.4 per year). Debit Days will be assigned pursuant to the Annual Work Day Selection and Assignments Policy 500.20. The combination of Static Work Days and Debit Days results in an average of approximately one hundred three (103) shifts or two thousand four hundred fifty-eight (2458) hours per year (52 weeks at 47.26 hours per week).
- B. Three (3) meal and two (2) break periods, in addition to regular work periods, will be provided when working twenty-four (24) hour shifts.

5.4 Emergency Response and Readiness – Alternative Schedules

The alternative schedules below may be utilized so long as not less than thirty-eight (38) personnel are daily maintained on a schedule consisting of twenty-four (24) hour shifts; provided this number will increase to fifty-one (51) effective January 1, 2024.

- A. 4-10's. A 4/10 schedule may be utilized by the employer so that the weekly hours of duty shall average forty (40) hours per week within a seven (7) day

work schedule, and may be from Sunday through Saturday. The work hours will begin at 0700 and end at 1700. Schedules will be assigned with consecutive days of work and consecutive days off. One meal and two break periods, in addition to regular work periods will be provided when working a 4/10 schedule.

Employees may take paid days off (PDOs) while assigned to this schedule with the approval of their supervisor, outside of the annual bidding process.

1. Definitions:

- a. Point Posting: Positioning of a rescue at a specific geographic location, detached from a station, to provide emergency response during peak demand hours. Point locations will be identified. Rescues will respond from and return to the identified location unless actively responding to a call.

Intent of Point Posting: The department needs to be able to Point Post to collect response data to determine optimal deployment locations for emergency response planning. The minimum time period needed for collection of data is six (6) months. Point Posting will be limited to six (6) months total in a rolling twelve (12) month calendar, regardless if Point Posting locations are changed (i.e., the calendar does not reset with a change in locations).

If Point Posting is adopted as an operational program versus data collection; a climate controlled alternative will be made available for crews to use during their shift. This may be in the form of a rented store front, mobile job site trailer or other convenience the department finds that meets the conditions of a climate controlled environment. The department will consider climate controlled alternatives when analyzing potential Point Posting locations to be used during data collection.

- b. Zone Posting: Positioning of a rescue in a broad geographical location, detached from a station, with pre-identified boundaries during peak demand hours. Zones will be identified and rescues will be allowed to move freely within the zones while waiting for call assignments. Zone posting will allow for access to public facilities and other private establishments during the shift hours.
- c. Station Based: Positioning of a rescue at a fire station during peak demand hours. This may be the Rescues assigned station or another station.

2. Scheduling:

- a. Point Posting: 4/10s with consecutive days of the week identified as work days.

- b. Zone Posting: 4/10s with consecutive days of the week identified as work days.
 - c. Station Based: 4/10s with consecutive days of the week identified as work days.
- B. All members on an assignment on an apparatus utilizing the emergency response and readiness alternative schedule will be given a five percent (5%) pay increase for the term of the assignment regardless of whether the assignment was voluntary or compelled. This premium will not apply to members performing fill-in or overtime work due to the absence of a member who is regularly assigned to an apparatus utilizing the emergency response and readiness alternative schedule.

5.5 Assignment and Transfer from and to a 4/10 Schedule.

- A. Assignments to the Rescue Assignment will be first by those who desire to fill the vacancy and meet the qualifications for the position. If no employee willingly accepts the position, selection will be made based upon the employee with the least non-probationary seniority within the position per the Annual Work Day Selection and Assignments Policy 500.20. Except when necessary to replace a departing member or a member who is medically unable to fulfill a Rescue Assignment, all Rescue Assignments will be for a complete Annual Staffing Cycle.
- B. Members of the Rescue Assignment may exchange shifts per Section 5.5.
- C. Members on the Rescue Assignment (whether bid or compelled) will not participate in the annual PDO selection process applicable to those working 24-hour shifts. These members will select PDO in the manner identified in the Paid Days Off and (during 2023) Comp Time Selection Policy 500.22.

5.6 Employees shall be allowed to exchange shifts with each other so long as such exchanges do not interfere with the day-to-day operations of the fire department, and these exchanges shall be approved pursuant to the Shift Trades Policy 500.24.

Employees shall not work more than ninety-six (96) hours in any one hundred eight (108) hour work period. In any consecutive one hundred eight (108) hour work period an employee must have no less than twelve (12) hours of consecutive off duty time. The Union and the Administration mutually agree that if an employee is fatigued to the point of being unsafe, as determined by the supervisor, said employee may be relieved of duty earlier than the ninety-six (96) hours.

5.7 New Hire Schedule

- A. Newly hired firefighters will initially be scheduled on 40-hour work week for up to six (6) months for orientation and training. This work week may be flexible depending on training needs, specifically for EMT classes and/or offsite recruit school training. Schedules requiring an employee to work outside a normal 5-8's or 4/10 schedule will require thirty (30) days' notice.

- B. Probationary employees shall not miss scheduled training nor owe or be owed more than twenty-four (24) hours trade time.
- 5.8 Retraining Schedule. Any employee who fails to pass the most recent department knowledge and skills assessment or repeatedly fails to perform specific skills to the level required in the VFD training manual may be scheduled on a 40-hour work week for up to three (3) weeks for retraining. Each employee will be allowed two (2) attempts to pass all phases of the test or perform the required skill(s) before being assigned to a 40-hour work week. Upon such failure, the employee will be immediately removed from duty and placed on administrative leave until the beginning of the retraining period. The employee may appeal the relevancy of the knowledge and skills assessment to the Training Division Chief, and thereafter to the Deputy Chief or Chief. Such appeal shall not be subject to the grievance procedure.
- 5.9 Administrative Assignment Schedules
- A. An employee may be placed on a 40-hour per week schedule on a temporary basis for administrative assignments by mutual agreement between employee and employer. The hours of work for 40-hour per week administrative employees shall be 0800 to 1700 hours, Monday through Friday. One meal period and two break periods shall be provided by the employer within the employee's scheduled work day. Alternative work schedules may be instituted only by mutual agreement of the employer and the employee.
 - B. Employees may take paid days off (PDOs) while on a 40-hour per week schedule with the approval of their supervisor. This 40-hour per week schedule will not interfere with approved pre-scheduled PDOs. Any probationary employee (new hire or promotional) will not be subject to administrative assignments on a 40-hour work week basis. If an administrative assignment is compelled by management, the compelled party will be given a five percent (5%) pay adjustment.
 - C. Administrative assignments shall not exceed two (2) years, with the following exception: An incumbent in an administrative assignment may reapply for a second consecutive term, but the only case in which an employee may serve more than two (2) consecutive terms in the same administrative assignment position will be where there are no other qualified applicants.
 - D. The qualifications for any administrative assignment will be provided to the union at least thirty (30) days prior to the selection process.
 - E. Probationary captains may be placed on a temporary forty (40) hour work week for up to three (3) weeks for training and orientation.
 - F. Training Captain assignments will be made as outlined in AG #500.5 and are not subject to the terms of the Article.
- 5.10 Leave Accruals for 40-hour Per Week Assignments. Employees working a 40-hour per week schedule, including light duty, for thirty (30) days or more shall, for the purposes of leave accrual and holidays, be treated as follows: (Assignments as Recruit-Academy instructors are not subject to this clause)

- A. PDO/Sick Leave Accrual. At the time a 40-hour assignment reaches thirty (30) days, the employee will begin accruing PDO and sick leave at the applicable 40-hour rate.
- B. PDO/Sick Leave Balances. At the time a 40-hour assignment reaches thirty (30) days, leave accruals will be converted by multiplying the applicable leave balance by .846 (Average hours of work on shift schedule divided by forty hours). When returning to a 24-hour shift, leave accruals will be converted by multiplying the applicable leave balance by 1.182 (40 hours divided by the average hours of work on shift schedule).

For example, on PDO:

24-hour shift employee with twelve (12) years of service and a balance of 650 hours. Conversion to 40-hour accrual maximum:

650 times .846 equals 549.90 hours. This is the new balance. The employee works the 40-hour schedule for four (4) months, accruing at 23.69 hours per month, bringing their balance to 644.66 hours. They then return to a 24-hour shift schedule.

Conversion to 24-hour accrual maximum:

644.66 times 1.182 equals 761.99 hours. This is the new balance.

Once the administrative assignment ends, the employee's PDO and sick leave balances shall be converted back to that of a 24-hour shift employee (see example above). Partial months of administrative assignment shall be prorated on a daily basis for purposes of PDO and sick leave accruals.

- C. Holidays
 - 1. Four-platoon shift employees working a 40-hour work week on administrative assignment shall be allowed holiday leave as outlined in Section 9.4 during their administrative assignment.
 - 2. Employees working the 4/10 response and readiness schedule shall be allowed holiday leave as outlined in Article 9.4.

ARTICLE 6 – Productive Hours of Work

- 6.1 Productive hours of work are 0800 to 1700, with exercised discretion of the Company Officer.
 - A. Except in an emergency situation, the City will notify the Union in advance when working outside these productive work hours.
 - B. If crews are required to work outside the productive work hours, they will be given an equal amount of standby time during normal productive work hours on that day.

- C. Requiring work outside productive work hours should be an exception for training, events, or other items that cannot be completed during normal productive work hours.
- D. On Saturday and Sunday four continuous (4) hours will be used as time to perform activities such as company and individual training, catch up on memos and communications, PA's, or as otherwise determined by the company officer.
- E. On each day 0700-0800 is reserved for apparatus checks, morning meal and travel to assigned work beginning at 0800.

ARTICLE 7 – Leave Time

7.1 Paid Days Off.

- A. Each employee shall accrue paid days off ("PDO") each year in compensation for vacation, holidays, sickness and personal business time off. The accrual rates for employees working 24-hour shifts and employees working 40-hour per week schedules are described in Appendix A of this Agreement. PDO will be scheduled according to departmental policies and procedures including Policy 500.22.
- B. At the end of the PDO Bidding process (Ref. Policy 500.22) any unclaimed vacation slots will remain open until one week prior to the date. Vacation scheduled within one week of the requested date may still be approved at the discretion of the Chief or designee. Furthermore, effective January 1, 2024, employees may use annually a maximum of ninety-six (96) hours of their accrued PDO in circumstances that exceed the number of allowable leave slots subject to the following conditions:
 - 1. The member must secure a substitute willing and available to work overtime for the hours of leave use. Substitutes will be permitted on a rank-for-rank basis.
 - 2. The PDO bank for the member taking leave will be debited on an hour-for-hour basis.
 - 3. The substitute member will be added to the schedule for the appropriate hours and will be paid at the overtime rate.
- C. Employees may begin using accrued PDO hours as soon as the hours are deposited into their PDO bank. PDO hours accrued in a pay period cannot be used in the same pay period in which time is earned, i.e., PDO hours accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.
- D. An employee shall be paid for all earned and accrued PDO hours at the employee's current rate of pay when they terminate employment.
- E. If an employee must leave their work assignment due to a personal emergency during their shift, they will be paid for hours actually on duty during said shift.

Such leave shall be charged to the appropriate leave balance and shall require the approval of the shift commander. Emergency leave shall be granted for up to one (1) full shift off to attend to emergencies. When the employee does not have reasonable time to schedule trades, such time off shall be granted with the approval of the Battalion Chief or shift commander, and such time off shall be charged as leave without pay, if there are not sufficient hours in the appropriate leave balance.

7.2 Sick Leave.

- A. Employees shall accrue sick leave at the following rates:
 - 1. 24-hour employees – the accrual rate shall be twenty (20) hours per month to a maximum accumulation of 1,911 hours.
 - 2. 40-hour employees – the accrual rate shall be 16.32 hours per month to a maximum accumulation of 1,560 hours.
- B. Probationary employees. Probationary employees will begin accruing sick leave immediately and may begin using accrued sick leave hours as soon as the hours are deposited in the employee's bank. Sick leave hours accrued in a pay period cannot be used in the same pay period in which time is earned, i.e., sick leave hours accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.
- C. Unless otherwise required by applicable law, sick leave may be used only for:
 - 1. The employee's own illness or injury;
 - 2. Pregnancy or childbirth;
 - 3. Quarantine following exposure to a contagious disease where the employee's presence on the job might jeopardize the health of others.
 - 4. Care for a family member with an emergency, or a serious health condition as those terms are defined in the FMLA or Washington State Family Care Act (WFCA); and
 - 5. Health care appointments that cannot be scheduled during non-work hours.
- D. Cashout of Unused Sick Leave –Employees who separate from the employer through a LEOFF retirement or due to disability shall be paid a sum equal to twenty percent (20%) of their accrued and unused sick leave.

7.3 LEOFF-II Time Loss Guarantee (Duty Related)

- A. Duty Related Injury Leave
 - 1. In lieu of the statutory supplement described in RCW 41.04.500 et seq., the City will provide a LEOFF supplement to the time loss payments that

are received by employees who have suffered on-the-job injuries as follows:

- a. The City will provide its supplement by paying the employee's base salary during the time periods that are set forth herein. Unless otherwise provided herein, the employee is entitled to time loss benefits under RCW, Title 51 receiving benefits under RCW, Title 51, and shall continue as long as the employee is receiving benefits under RCW, Title 51, up to a maximum of six (6) months from the first date of time loss.
- b. Employees receiving the City's time loss supplement must, within ten (10) business days of receipt, sign over to the City all time loss payment checks provided by the City's insurance administrator and/or the State. Time loss will be authorized and administered in accordance with L&I guidelines and/or Title 51.
- c. The six (6) month period that the City provides the LEOFF Supplement shall begin on the first day the employees receive the LEOFF Supplement, which as is set forth below may or may not coincide with the payment of time loss.
- d. If an employee sees a treatment provider during the three (3) day waiting period (which is defined for the purposes of this Article as the first three (3) days after an employee's date of injury, not including the date of injury) and if the employee is determined to not be able to work as a result of their injury and would not ordinarily be entitled to time loss during this period under L&I guidelines and/or Title 51, then the employee will receive the LEOFF Supplement for hours missed on their date of injury and the three (3) day waiting period at their normal base rate. For example: If an employee is injured mid shift on January 1, leaves work early and sees a treatment provider on January 2 who medically restricts the employee from work to January 10, then the employee would receive the LEOFF supplement for the missed hours on January 1, and January 2, 3, & 4, and then a combination of the LEOFF Supplement and time loss for January 5-9, returning to work on January 10. The six (6) month period that the LEOFF Supplement is provided will begin running on January 1.
- e. If time loss is paid pursuant to L&I guidelines and/or Title 51 for the three-day waiting period after the date of injury, then the employee will receive the combination of time loss and the LEOFF Supplement for those days. The LEOFF Supplement will be paid for hours missed on the date of injury. For example: If the employee is injured on January 1, sees a doctor on January 2 who takes the employee off work, and the employee is medically restricted from working to January 21, then the employee receives the LEOFF Supplement for any hours missed on the date of injury, and a combination of time loss and the LEOFF

Supplement from January 2 through January 20, and returns to work January 21. The six (6) month period that the LEOFF Supplement is provided will begin running on January 1.

- f. If an employee does not seek medical treatment until after the three-day waiting period, then any time missed from work on the date of injury and those first three days will be coded using their accrued sick leave. For example: If an employee is injured on January 1, sees a doctor on January 5 who medically restricts the employee from working to January 15, then the employee will receive a combination of the LEOFF Supplement and time loss for January 5 through January 14, returning to work January 15. The employee would need to take accrued sick leave for hours missed on the date of injury and January 2, 3, 4. The six (6) month period that the LEOFF Supplement is provided will begin running on January 5.
- 2. After the expiration of the six (6) month period in which the LEOFF supplement provided for herein is provided to an employee, the employee may supplement time loss payments, up to their normal monthly salary, from their available leave accruals.
- 3. Employee benefits, including the Health Trust contribution, sick leave, LTD and PDO will continue for the duration of the employee's employment.
- 4. In a circumstance of a catastrophic one-time event, where the injury results in an immediate, total and permanent disability where the employee is unable to perform the essential job functions, excluding death, the provisions of a duty related injury shall apply; provided that no employee will receive the supplement described in this section after receiving permanent total disability compensation or pension as referenced in RCW Title 51 if they are unable to work as a firefighter.
- B. Off Duty Rescue/Lifesaving Disability. Any employee who is disabled while engaging in a rescue or lifesaving situation, in the Vancouver Fire service area, while off duty, will receive the benefits provided under this article, provided that such situation did not occur while self-employed or in the employ of another where the scope of such employment would potentially involve such actions.
- C. An employee may, for a period of two (2) months following return to active service, draw prospectively upon sick leave the employee is expected to accumulate, up to a maximum of three days (3) or three work shifts (3), whichever is greater. Any sick leave drawn prospectively as provided in this subsection, shall be charged against earned sick leave until such time as the employee has accrued the amount needed to restore the amount used. In the event an employee terminates active service without having restored the sick leave drawn prospectively, the employer shall deduct the actual cost of any payments made under this subsection from compensation or other money payable to the employee, or otherwise recover such payments.

7.4 Light Duty

- A. On-the-Job Light Duty. The employer shall require light duty to be performed by any employee whose injury is the result of an on-the-job injury, subject to the approval of and limitations determined by the employee's treating physician. Light duty may include, but is not limited to, fire inspections. Light duty is not a permanent assignment, and rather is intended to provide a temporary bridge between the time of injury and returning to regular duty.
 - 1. The employer will not require work of the employee which would aggravate the condition for which the employee's duty has been limited.
 - 2. The light duty assignment shall begin seven (7) calendar days following the employer's receipt of clearance by the employee's doctor unless the employee wishes to begin earlier. Employees retain all contractual rights to which they would otherwise be entitled. A LEOFF-II employee's sick leave balance shall not be charged for any supplement paid to the employee while performing a light duty assignment.
- B. Off-the-Job Light Duty. For injuries occurring off the job, the employer shall not require that employees return to work on a light duty basis. If employees wish to return to work on a light duty basis, they shall make such request to the Chief. The Chief will determine whether a light duty assignment is available and the work associated with the assignment, which may include fire inspections pursuant to the cross-jurisdictional agreement between the Union and guild representing the Fire Marshal's Office bargaining unit.
- C. Schedule and Pay. All light duty assignments, whether a result of on or off the job injuries, shall be on a 40-hour work week basis. If a 24-hour shift employee is assigned to a 40-hour work week, their pay will be calculated based on a 40-hour work week.
- D. Holidays. 24-hour shift employees working a 40-hour work week on light duty assignment shall be allowed holiday leave as outlined in Article 9 during their light duty assignment.
- E. Leave Accrual. Suppression employees, who continue on light duty for thirty (30) days or more, will have their leave accruals converted as described in Section 5.10, and will accrue leave at the rate applicable to their light duty schedule.

ARTICLE 8 – Medical Examinations

- 8.1 The employer has the right to require medical/physical or psychological examinations by a licensed practitioner of all employees covered by this agreement to assure that they continue to meet the requirements for the position as set forth by the local pension board and/or department rules and regulations. The employer recognizes and respects the employee's right to privacy of personal medical/family history information which is not related to the employee's ability to perform the job. When requiring an examination, the employer shall request only information which is reasonably necessary to determine the employee's ability to perform their job, any appropriate restrictions of duties, the

likely duration of any such restrictions and the probable date of return to duty. The Chief shall request that the practitioner recommend corrective measures to be taken by the employee to improve the health and/or physical condition which impairs the employee's ability to perform their job. The Chief may direct the employee to follow the corrective measures.

8.2 If an employee is required by the employer to have an examination under this Article:

- A. Such examination shall be at the employer's expense.
- B. Actual time spent, including travel time, as authorized by the employer, shall be considered work time and paid at time and one-half (1 ½) times the employee's base rate of pay if the examination is on a day in which would otherwise have been a day off.

8.3 If an employee is injured, and the employer requires the employee to be evaluated for fitness for duty prior to returning to work, the evaluating physician will consult with the employee's private physician in the process of making that evaluation.

ARTICLE 9 – Holidays

9.1 The following days are recognized as "legal" paid holidays:

New Year's Day – January 1
*Martin Luther King Jr. Day – Third Monday in January**
President's Day – Third Monday in February
Memorial Day – Last Monday in May
Juneteenth – June 19th
Independence Day – July 4
Labor Day – First Monday in September
*Veteran's Day – November 11**
Thanksgiving Day – Fourth Thursday in November
Native American Heritage Day (the day immediately following Thanksgiving)
Christmas Day – December 25

**These two holidays are granted only to 40-hour per week personnel.*

9.2 24-hour shift personnel will be granted time off for holidays as specified in 7.1 above.

9.3 Holiday Routine. Unless mutually agreed upon by the department and the union, no scheduled training or extraordinary station maintenance shall occur on the following days:

New Year's Day – January 1
President's Day – Third Monday in February
Memorial Day – Last Monday in May
Labor Day – First Monday in September
Thanksgiving Day – Fourth Thursday in November
Christmas Day – December 25

July 4th is not included as a holiday for “holiday routine” due to the special nature of events surrounding that day.

9.4 For 40-Hour Week Personnel.

- A. Employees will receive eight (8) hours of holiday pay per occurrence. For employees scheduled for other than an eight (8) hour day, the employee will not be required to work on the holiday, and may choose to either:
 - 1. Utilize PDO or (during 2023) compensatory time to cover the additional hours beyond eight (8); or
 - 2. Work the hours beyond the eight (8) hours of holiday, for which they will be compensated at regular straight-time.
- B. Any of the holidays in Section 9.1 which fall on a calendar Saturday shall be celebrated on the previous Friday; any of the above holidays which fall on a calendar Sunday shall be celebrated on the following Monday.
- C. Any employee who is on authorized sick leave when a holiday occurs will receive the equivalent of eight (8) hours pay for that holiday and will not have their sick leave accrual charged. For employees working other than an eight (8) hour day, the additional hours will be deducted from the employee’s sick leave bank.
- D. Any employee who is on scheduled and approved vacation when a holiday occurs will receive eight (8) hours pay for that holiday. For employees working other than an eight (8) hour day, the additional hours will be deducted from the employee’s PDO bank.
- E. Any 40-hour per week employee who is required to work on one of the actual holidays as specified in Section 9.1 shall be paid double their base rate for the hours worked plus pay for the holiday.
- F. Holidays recognized on a normally scheduled day off the employee will bank eight (8) hours of holiday pay.
 - 1. This bank will be paid out at the time they move to a 24-hour shift.
 - 2. The employee will have the option to cash out any portion of the holiday bank, annually, during the same timelines of the contractual PDO payout.
- G. New employees working other than an 8-5 schedule will be allowed to utilize accruals as noted in 9.4 (A) to cover any additional time. If there is a holiday in the new employee’s very first pay period, the employee will be allowed to “borrow” the hours from their PDO bank and an adjustment will be made the following pay period.

ARTICLE 10 – Military Leave

Employees are entitled to paid military Leave as provided by RCW 38.40.060 and unpaid military leave as required by applicable federal law.

ARTICLE 11 – Other Leaves

- 11.1 All leaves without pay will be handled in compliance with Civil Service Rules and Regulations.
- 11.2 A maximum of five (5) working days, or forty-eight (48) working hours in the case of 24-hour shift employees, bereavement leave shall be allowed when there is a death in an employee's immediate family. "Immediate Family" is defined as spouse, domestic partner, child, mother, father, brother, sister, or step family, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and grandparent, grandchild of the spouse or member of the employee's immediate household. (It is understood that this policy extends to members of a domestic partner's family to the same extent as specified for a spouse above).
- 11.3 Bereavement leave in excess of forty-eight (48) working hours for 24-hour shift employees or forty (40) hours for 40-hour per week employees may be charged to either accrued sick leave balance or PDO with the approval of the Fire Chief or designee.
- 11.4 Family and Medical Leave (FMLA) shall be granted pursuant to the requirements of the Family and Medical Leave Act of 1993 and City of Vancouver policies.

ARTICLE 12 – Rates of Pay

- 12.1 Forty-Hour (40) Per Week Personnel. The hourly rate of the employee will be their monthly base rate multiplied by twelve (12) months and divided by 2080 hours. This rate multiplied by eight (8) hours will be the daily base rate; multiplied by forty (40) hours will be the weekly base rate; and multiplied by 173.3 hours will be the monthly base rate.
- 12.2 Twenty-Four (24) Hour Shift Personnel. The hourly rate of the employee will be their semi-monthly base rate multiplied by twenty-four (24) pay periods and divided by two thousand four hundred fifty-eight hours (2458) (52 weeks x 47.26 hours per week). Any time that a 24-hour employee is paid for a period of less than a full month, the reduction in salary for the unpaid period will be computed by placing the employee's semi-monthly salary on an annual basis and dividing this total amount by the annual hours to compute the hourly rate.
- 12.3 Rates of pay for employees covered by this Agreement and the effective date(s) thereof are set forth in Appendix D.
 - A. Engineers. Effective January 1, 2024, the Department will establish the new rank of Engineer and staff that rank with fifty-six (56) engineers. Promotions will follow a testing/promotional process designed with input from the Local and completed during 2023 prior to Annual Work Day Selection & Assignments

(Policy 500.20). Those promoted to Engineer will receive an additional five percent (5%) of top-step firefighter (without competency).

B. Captain Pay Structure.

1. During 2023, the Captain steps shall be as follows:

Step 1:	TSFF * 1.10 (110%)
Step 2:	CP1 * 1.05
Step 3:	CP2 * 1.05
Station Captain	CP3 * 1.05

2. Effective January 1, 2024, Step 1 from the 2023 Captain steps will be eliminated, and all Captains currently at Step 1 will move to the new Step 1 below. Captains whose step is changed by virtue of this paragraph will retain their original step increase date.

Step 1:	TSFF * 1.16 (116%)
Step 2:	CP1 * 1.05
Station Captain	CP2 * 1.05

3. Effective January 1, 2025, Step 1 will be increased as follows:

Step 1:	TSFF * 1.17 (117%)
Step 2:	CP1 * 1.05
Station Captain	CP2 * 1.05

C. Special Programs. Captains assigned a special program will be paid at one hundred five percent (105%) of their current captain step while working on the project. Firefighters, paramedics or Engineers assigned to a special program will receive a premium of five percent (5%) of top-step firefighter (without competency) while working on the program. For purposes of this paragraph, special programs are as follows:

1. Wellness
2. Peer support
3. CRESA
4. Saws
5. CERT
6. Radios

D. Special Projects. Employees assigned to a special project will be paid at their overtime rate for all hours outside their normal schedule spent working on the project.

- 12.4 Fire fighters will receive their annual step increases effective on their anniversary date. Captains will receive step increases per the Company Officer program.
- 12.5 Promotional Increases. At the time of promotion, employees will move to that step in the new range which results in an increase of at least four and two-tenths percent (4.2%). In no event shall a promoted employee's salary be less than the starting pay of the salary range for the new position, nor in excess of the highest pay of the salary range for the new position.

ARTICLE 13 – Policy References

- 13.1 Interaction Between Policy and the Agreement. This Agreement supersedes specific provisions of City and Department ordinances, policies and rules with which it conflicts. Absent such a conflict, employees will be subject to all City and Department ordinances, policies and rules.
- 13.2 The City will satisfy any bargaining obligation under RCW 41.56 before making a change to applicable rules, regulations, and/or policies that involve mandatory subjects for employees covered by this Agreement.

ARTICLE 14 – Clothing and Bedding

- 14.1 At the time of hire, the employer shall provide to all personnel all safety equipment and uniform equipment deemed necessary by the employer. The employer will provide repair or replacement of the above on an as needed basis, as determined by the employer. When a part of the uniform has been determined to be in need of replacement, the employer will provide the replacement within a reasonable period of time.
- 14.2 Beds and Bedding. The employer will provide beds and bedding for 24-hour shift personnel. Bedding shall be laundered and/or cleaned as necessary at the expense of the employer. City-owned washer, dryer and supplies will be provided by the employer for use of employees.

ARTICLE 15 – Overtime/Double Time

- 15.1 In the event the need for overtime should arise, overtime will be compensated according to the following schedules.
- A. Double time will be paid when predetermined staffing levels are increased to address emergency situations. Such pay shall be for a minimum of two (2) hours.
 - B. All other circumstances where overtime is required will be paid at time-and-one-half (1 ½). 40-hour per week employees will be paid time-and-one-half (1 ½) for all time worked:
 - 1. In excess of forty (40) hours per work week; or
 - 2. Outside the employee's normal assigned work schedule.
- 15.2 Compensatory Time Off.

- A. During 2023, at the employee's option, compensating time off at the applicable premium rate may be accrued in lieu of overtime or callback pay. Compensating time off may accumulate not to exceed forty-eight (48) hours. Employees may use a maximum of ninety-six (96) hours of compensating time off in a calendar year.
 - B. Comp time must be used in a minimum of four (4) hour blocks between the hours of 0800 – 1200 and a minimum of five (5) hour blocks between the hours of 1200 – 1700.
 - C. Effective January 1, 2024, all overtime will be compensated through overtime pay, and employees will no longer be permitted to opt for compensating time off as an alternative form of compensation. All compensatory time accrued as of December 31, 2023, will be cashed out at the employee's then-applicable rate of pay. Payment will be included in the first payroll period in 2024.
- 15.3 Employees who work on a normally scheduled PDO shall be compensated as follows:
- A. Employees shall be paid at the appropriate rate (overtime or double time) for all hours worked.
 - B. Twenty-four (24) hours in the case of suppression personnel or eight (8) or ten (10) hours, as applicable in the case of 40-hour personnel, shall be deducted from the employee's PDO balance. If the employee chooses to cancel their normally scheduled PDO per department policy and report to work, all hours worked shall be paid at straight time and the employee's PDO balance will not be reduced for that day.
- 15.4 In the event a bargaining unit member is called into work for overtime and subsequently sent home as not needed, such employee will be paid a minimum of two (2) hours of straight time at the pay rate of that individual.

ARTICLE 16 – Apprentice Program

- 16.1 All new employees are required to participate in the apprentice program subject to a one (1) year probation, to include those individuals that are hired from another journeyman department, and must complete all provisions of the program, (as adopted by the Joint Committee) as a condition of employment. If unusual or extraordinary circumstances occur, outside the control of the participant, the Joint Committee will evaluate and determine any exceptions to meeting the requirements.
- 16.2 Current firefighters, paramedics, and captains will become journeyman through a process developed by the Joint Committee in compliance with JATC (Joint Apprenticeship and Training Committee) requirements and Washington State Law.
- 16.3 The recruit training academy and EMT will be paid by the employer to include: wages, benefits, and tuition. In addition, if the academy is outside the Vancouver service area the following will also be paid by the employer: mileage, commuting time wages for once a week travel to and from the academy, housing, and meals. The City will not pay overtime for any "Related Technical Instructions".

- 16.4 The City will reimburse the required tuition cost, if a grade of “C” or higher attained, for all “Related Technical Instruction”. The apprentice will enroll in on-line training opportunities and perform this coursework during the apprentice work hours. The City will establish a separate reimbursement account separate from the current reimbursement systems. The Joint Committee will regulate the apprentice requirements to assure the apprentice can reasonably meet these requirements.
- 16.5 Wages for new apprentices will be paid according to the current collective bargaining agreement. Employees hired with JATC credentials shall be compensated at the wage step commensurate to their current level of certification within the JATC system.
- 16.6 For the purpose of attaining any apprentice training requirements, the productive work hours of apprentices will be extended to 10 pm at night for all assigned shifts. The City will ensure that discretionary time for the apprentice to work on apprentice training requirements will be made available.
- 16.7 Apprentices may be placed onto a daytime schedule for purposes of mandatory apprentice training requirements without any additional pay or premiums. The City will provide an annual schedule for each apprentice of the training requiring a schedule change prior to vacation selections each year.
- 16.8 Fire District 5 and the City agree to no longer use volunteers for emergency response delivery. In the event the apprentice program ends, the volunteer program will be reinstated to provide emergency response delivery existing within the scope of the program as it exists at the date of ratification of the November of 2014 Memorandum of Understanding. Outside agencies like the Red Cross and the Trauma Intervention Program (TIP) will continue to operate in support of emergency operations.
- 16.9 Apprentices will be allowed to work overtime and participate in shift trades in accordance with current policy, practice and pursuant to the parties’ collective bargaining agreement. If the City utilizes an external recruit school for initial training, they will maintain a ratio of at least one (1) IAFF 452 instructor to every six (6) recruits (for example: 1-6 recruits, 1 instructor. 7-12 recruits, 2 instructors). The first instructor will be a Captain, and subsequent instructors will be drawn from an established instructor pool of interested IAFF 452 members who may be Captains, Firefighters, or Firefighter Paramedics. The instructor pool will be established by the employer based upon requests of the membership for interested applicants with a subsequent interview process for selection as determined by the employer.

ARTICLE 17 – EMT Certification

- 17.1 It shall be a requirement of employment to acquire and maintain a Washington State EMT-B certification.
- 17.2 The employer will provide the training necessary to maintain EMT-B certification.
- 17.3 No employee shall be terminated due to a temporary loss of their EMT-B certification.

ARTICLE 18 – Performance Evaluations

Employees will be given the opportunity to read and contribute information to any formal evaluations of their performance that are conducted by the City before any such evaluation is placed into their personnel file. Employees will also have the right to submit a written rebuttal to any performance evaluation and to have that rebuttal placed in their personnel file along with the evaluation.

ARTICLE 19 – Specialty Pay

19.1 Specialty pay will apply to the following assignments:

- A. Hazmat
- B. Tech Rescue
- C. Marine
 - 1. Deckhand or Officer – Technician Level
 - 2. Marine Captain – Technician Level
 - 3. Lead Marine Captain – Lead Level
 - 4. Marine Pilot – Marine Pilot Level
 - 5. Lead Marine Pilot – Lead Marine Pilot
 - 6. Marine Coordinator – Coordinator Level
- D. Shipboard
 - 1. Shipboard Firefighter – Technician Level
 - 2. Shipboard Firefighter Team Leader – Lead Level
- E. SCBA-Technician Level
 - 1. The employer may choose to end SCBA assignments and contract out for such repairs at any time.
- F. PIO - Team Lead Level

19.2 Specialty Pay shall be at the following monthly percentages:

Specialty Pay 1 (Trainee)	1.1% of base pay
Specialty Pay 2 (Technician)	2.2% of base pay
Specialty Pay 3 (Team Lead)	3.6% of base pay
Specialty Pay 4 (Coordinator)	5.0% of base pay
Specialty Pay 5 (Marine Pilot)	7.0% of base pay
Specialty Pay 6 (Lead Marine Pilot)	8.4% of base pay

19.3 Assignment to any specialty will be by mutual agreement of the parties, and any assignment may be ended by the employer at any time.

- 19.4 Specialty Pay (SP) amounts are not cumulative. For example, a firefighter at SP 3 level shall not receive specialty pay for the SP 1 and 2 levels. They shall only receive specialty pay at the SP 3 level.
- 19.5 To receive Specialty Pay under this contract, an employee must have prior approval of the Chief. Special Operations teams personnel shall adhere to all rules, regulations, policies, and training standards established by the City and the Vancouver Fire Department.
- 19.6 Only one specialty assignment will be allowed per person, unless the Fire Chief approves one specialty assignment to double up with another specialty. Legacy employees who have two specialties assigned as of January 1, 2023, will be permitted to retain both specialties until one or both of their specialty assignments end.

ARTICLE 20 – Paramedics

- 20.1 Employees who are assigned by the Chief or designee as paramedics shall be compensated as follows:
- A. Fifteen percent (15%) of the top step firefighter (without competency) salary shall be added to the monthly base wage of Firefighter Paramedics.
 - B. During 2023, ten percent (10%) of the top step firefighter (without competency) salary shall be added to the monthly base wage of Captain Paramedics. Effective January 1, 2024, the Captain Paramedic rank will be eliminated as described in Section 20.6.A and Captains maintaining their paramedic certification will be compensated as described in Section 20.6.B below.
- 20.2 There are two distinct classifications of paramedic-certified employees, as follows:
- A. Those who became paramedics before January 2, 1995.
 - B. Those who became paramedics after January 2, 1995.
- 20.3 To decertify, the paramedic employee must notify the Fire Chief in writing, and they must take the necessary steps to ensure they transition directly from paramedic to EMT-B.
- A. Those in classification A may decertify provided it does not cause the Department to drop below 17 paramedics. Such requests shall be approved on a first-come, first-served basis.
 - B. Those in classification B may request to decertify and the City may allow them to decertify once the Department has appointed another paramedic to fill the paramedic vacancy they would create. Such requests shall be approved in seniority order based on length of service as a paramedic in this Department.
- 20.4 No employee shall be terminated due to a temporary loss of their paramedic certification.

- 20.5 For 2023, minimum staffing for paramedics for leave selections will be eleven (11). Effective January 1, 2024, minimum staffing for paramedics for leave selection will be seventeen (17).
- 20.6 Captain Paramedic (PM) Classification Phase-Out
- A. Effective January 1, 2024, the Captain Paramedic rank will be eliminated. Those captains who held the Captain Paramedic rank as of December 31, 2023, will be red circled at their current rate of pay (Captain Paramedic step and years of service) until such time as the appropriate Captain (step and years of service) rate is greater than their red-circled rate.
 - B. Effective January 1, 2024, three (3.0%) of the top step firefighter (without competency) salary will be added to the monthly base wage of captains who maintain their paramedic certification. The Department will continue to pay for the educational requirements necessary for Captains with medic certification to keep their paramedic certification. Such captains will mentor current paramedics, evaluate probationary paramedics (who have been cleared to and may act as a primary paramedic on an emergency scene), and may act themselves as a paramedic on an emergency scene. Except as provided in paragraph D below, Captains with paramedic certification will not have paramedic duties as their primary role and will not be considered paramedics for minimum staffing purposes.
 - C. Paramedics promoted after January 1, 2023, will not be required to decertify when promoted to Captain.
 - D. Effective January 1, 2024, if a Captain who has maintained paramedic certification voluntarily accepts a request from the Department to serve as a primary paramedic, the Captain will receive an additional twelve percent (12%) of the top step firefighter rate (without competency) for all hours worked as a primary paramedic. This premium will be paid in addition to the three percent (3%) certification pay described in Paragraph B above.

ARTICLE 21 – Vacancies and Working Out of Classification

- 21.1 The Department has the authority to appoint acting officers or engineers as required to provide the level of supervision determined by the City to be necessary and consistent with the safety of personnel and citizens as well as service to the community. It is the intent of the employer to make work by any member of the unit in a job classification other than their assigned job classification an exception to the expectation that positions in the bargaining unit will normally be filled by the rank prescribed by the employer's minimum staffing requirements. The Department will make reasonable efforts to fill short-term vacancies (those expected to last thirty (30) days or less) with voluntary overtime before making an out-of-class assignment. If mandatory overtime becomes necessary to meet minimum staffing requirements, such assignments will be made on a rank-for-rank basis. In the event that the same position must be consistently filled by temporary appointment, the employer and the union will meet to discuss resolution of the issues.

- 21.2 To be eligible for an out-of-class assignment, the employee must have passed the most recent promotional examination for the classification for which the acting assignment is classified and have completed the required sections of the position task book.
- 21.3 For out-of-class assignments lasting less than thirty (30) calendar days, the shift commander will appoint the person they deem most qualified, giving priority to eligible employees within a designated platoon (i.e., shift). Out-of-class assignments expected to last thirty (30) calendar days or longer will be filled through a temporary acting appointment made by the Fire Chief or designee from among the top three (3) candidates on the current promotional list for the classification or, if fewer than three (3) candidates remain on the list, from those that remain.
- 21.4 When acting out of class, an employee will be compensated at a rate five percent (5%) more than their current pay rate, excluding overtime or other provisions for special pay. An employee who has received a temporary acting appointment will be paid at the base rate for the classification in which they are acting.
- 21.5 The employer shall notify the union, in writing, fourteen (14) days prior to any recommendation to eliminate any position.

ARTICLE 22 – Employee Insurance

- 22.1 Life Insurance. Each employee shall receive a term life insurance policy in the amount of one (1) times annual base salary, not to exceed \$100,000, rounded up to the nearest \$1,000, double indemnity, the premium for which will be paid by the employer.
- 22.2 Health Insurance. During the term of this agreement, IAFF Local 452 will provide medical, dental and vision benefits to members, their spouses, qualified domestic partners, and dependents through the Vancouver Firefighter's Union Health and Welfare Trust established September 16, 2011 ("Trust").

It is the goal of the parties that this agreement will provide a long-term framework for bargaining unit health care coverage. Through this agreement, the parties seek to:

- meet the health care needs of employees, their spouses, qualified domestic partners, and dependents;
- significantly slow the growth of health care costs and create a more sustainable system;
- provide greater collective consumer choice, control, and accountability; and
- participate in a plan that is financially stable and in compliance with all applicable state and federal regulations.

A. Governance.

1. The primary purpose of the Trust is to fund medical, vision, and dental benefits to members, their spouses, qualified domestic partners, and dependents. The City recognizes that the Trust will incur administrative

expenses, including broker fees, related to providing such coverage, and the Trust Agreement allows the Trust assets to be used for such purposes. The Trust will contract with a licensed third party administrator ("TPA"), as may be needed, to administer the Trust, which may include the payment of claims. The Trustees will provide the City with a copy of the Trust's annual audit, which shows that monies have been used for these purposes, and that all expenditures were made for the purpose of providing Health Care Benefits.

2. All health plan decisions, including but not limited to, the level of benefits, who is eligible, and the amount to be paid by employees, their spouses, qualified domestic partners, and dependents, will be made by the Trust. It is agreed that the City is not taking any claims risk, and the sole responsibility of the City is to pay the agreed upon Trust Contributions. All decisions related to the medical, vision and dental benefits for the Union will be made by the Trust.
3. The Trust will give notice to the City within thirty (30) days of implementation if any contributions are used for purposes other than medical, dental or vision plans.
4. The Trust, either directly or through its advisors, is expected to:
 - a. contract for fiduciary liability and/or errors and omissions insurance in an amount as reasonably determined by the Trustees;
 - b. contract with a licensed trust company or other financial institution to hold the plan assets; and
 - c. put in place a fidelity bond covering all persons who handle plan assets.
5. The Trust will contract with vendors and providers regulated and, where applicable, licensed, by the appropriate regulatory agency (e.g. Office of the Insurance Commissioner of the State of Washington, etc.).

B. Trust Contributions.

1. Beginning January 1, 2023, the City's contribution per employee per month will be \$2,506.95.

Beginning January 1, 2024, the City's contribution per employee per month will be \$2,632.30.

Beginning January 1, 2025, the City's contribution per employee per month will be \$2,763.91.
2. All Trust contributions must be made to the Trust by the 10th day of the month. Trust contributions will be made for each employee that is on the payroll as of the first of that month. Upon request of the Trust, the City

agrees to facilitate an electronic or wire transfer of these funds to the Trust to expedite their delivery to the Trust.

3. If the City is delinquent in submitting contributions to the Trust, the City shall pay the Trust interest at a rate of twelve percent (12%) per annum.
4. In the event the Trust determines that employee contributions to health care coverage are required, the City will make deductions from payroll upon request. Where required, written authorization from employees to allow for a pre-tax deduction pursuant to a cafeteria plan under Code Section 125 will be provided to the City prior to the time deductions are made. The parties will determine a procedure that facilitates this process, allows for pre-tax deductions where appropriate, and minimizes the administrative burden on the City.
5. The Trust will be responsible for all COBRA coverage (pursuant to federal requirements).
6. The Trust will provide to the employee and the taxing authorities appropriate tax reporting forms for any employees receiving benefits that are considered taxable. The City shall fund the "employer" portion of any required payroll taxes (e.g. employer share of Medicare) associated with taxable medical, dental and vision benefits, including those that may be payable with respect to a domestic partner coverage. In no event, will the City be responsible for any required payroll taxes beyond what the City was responsible for before the Trust was established. The Trust shall separately bill the City for any such payroll taxes that may be due.

C. Legal.

1. It is agreed the City is not taking any responsibility for claims risk, and the sole responsibility of the City is to pay the required Trust contributions.

In the event of any penalties, surcharges or taxes imposed upon the City that are directly related to the provision of Health Care Benefits under this Agreement (such as through PPACA), either the Trust will pay the penalty, surcharge or tax directly, or the City will pay and deduct that amount (other than any employer portion of any required payroll taxes from the Trust contributions due the following month (or months)).

2. The Trust will comply with all applicable state and federal laws. Without limiting the foregoing, this includes Washington State Privacy Act, HIPPA, COBRA and PPACA.
3. The City is not responsible (including fiduciary responsibility) for any of the actions of the Trust. The Trust will defend, indemnify and hold harmless the City from any and all liability that relates in any way to the operation of the Trust or providing Health Care Benefits to employees, their spouses, qualified domestic partners, and dependents. Without limiting the foregoing, the Trust will defend, indemnify and hold harmless

the City from any and all liability related to claims that are the responsibility of the Trust.

In the event the Trust has insufficient assets to perform its obligations, under this Agreement, the IAFF Local 452 Union will defend, indemnify and hold harmless the City from any and all liability that relates in any way to the operation of the Trust.

4. The Union acknowledges the Trust's responsibility to comply with all of the applicable provisions of the PPACA and federal and state laws and the Trust will file all required forms applicable to the Trust with the appropriate authorities.

D. Information Provided to the City.

1. The City will be provided with a copy of an annual audit within thirty (30) days of receipt of the audit by the Trust, as well as the annual IRS Form 990, Return of Organization Exempt from Income Tax and any additional schedules/supplemental filings within thirty (30) days of filing with the federal government.
2. The Union will provide the City with sufficient information to bargain concerning the ongoing operation of the Trust, consistent with RCW 41.56.
3. The Union will also provide to the City upon request, a copy of the annual report Form 5500 filed with the Internal Revenue Service.

22.3 Flexible Spending Accounts. All employees will have the option of participating in City sponsored Flexible Spending Accounts (FSAs) for reimbursable medical costs, dependent care costs, or premium sharing costs.

22.4 Long-Term Disability Insurance. After six (6) months of employment, the City will convey to the Trust, an amount equal to \$45 per active employee, as calculated on the 1st of every month. The Trust will then be required to purchase long-term disability insurance through the Trust on behalf of such employee.

ARTICLE 23 – Medical Expense Reimbursement Plan (MERP)

23.1 A monthly deduction will be taken for each employee and will be contributed to the Medical Expense Reimbursement Plan of the Washington State Council of Firefighters Employee Benefit Trust (the "Plan").

- A. The Union asserts the Plan is established in compliance with applicable federal and state laws. Further, the Union agrees to indemnify, defend and hold the City harmless for any and all liability, claims, demands, suits or any other loss, damage or injury to person or property arising from or related to the provisions of this article, including income tax withholding liabilities and tax penalties or any other monetary impacts.

- B. Funds diverted to the Plan shall be considered as base salary for purposes of total compensation calculation as outlined in Appendix D.
- C. The City will treat these contributions as ordinary income unless the Union provides the City with a legal opinion that the Plan is qualified under the Internal Revenue Code for tax deferred status and that the contributions made to the Plan by the City are not includible in the gross income of employees whose salaries would be reduced at the time the contributions are made.
- D. In addition, the Union will provide to the City at their request, a copy of the Summary Annual Report published by the Plan. The Union will also provide to the City upon request a copy of the annual report Form 5500 filed with the Internal Revenue Service.

23.2 Deductions

- A. The City shall take a pre-tax deduction of \$200.00 from the normal salary of each eligible employee. The Union has the right to notify the City of changes (increases or decreases) to the monthly deduction. The Union shall document such changes in writing to Human Resources no later than the 25th of the month prior to the desired date of change. The parties agree that no additional MOU's will be needed to make changes to the monthly amount.
 - 1. The deduction will be split between the employee's 10th and 25th of the month paychecks.
 - 2. Deductions shall be made on a pre-tax basis.
- B. At the employee's option, the City will allow a one-time "retirement leave sell-back" in the amount of one hundred percent (100%) of the cash-out value of all eligible, accrued and available PDO leave. The employee must declare their retirement and give the City at least three (3) months' advanced notice of their prospective retirement date for this option. The "retirement leave sell-back" shall be paid in the pay period closest to thirty (30) days in advance of the employee's retirement date.
- C. The City shall additionally make a contribution to the Plan in the amount of one hundred percent (100%) of the cash-out value for all sick leave eligible for cash-out under the terms of this Agreement on the date of the eligible employee's retirement.
- D. The City shall additionally make a contribution to the Plan in the amount of one hundred percent (100%) of the cash-out value for all eligible, accrued and available PDO on the date of the employee's separation.

ARTICLE 24 – Physical Fitness and Wellness Program

- 24.1 Participation in the physical fitness program as mutually set up by the Union and the City shall be mandatory. The City and the Union shall meet at least annually to continually evaluate the program.

- 24.2 The City will contribute up to \$370 per authorized (on January 1 of each year) FTE to the Trust on an annual basis for wellness programming. Payment will be made to the Trust monthly upon receipt of statement certifying the names of the individuals who have completed the wellness physicals. Parameters of the Wellness Program will be mutually agreed to by the City and the Union.
- 24.3 All information gathered as a result of the pre-screening and wellness testing process shall remain confidential between the medical and/or other service provider and the employee. Neither the City of Vancouver nor the Union shall have any right of access to the information.
- 24.4 Employees are required to participate in an annual hearing exam performed during on-site testing (or an alternative) arranged by the City. The City will pay the costs associated with hearing testing.

ARTICLE 25 – Retirement Plan and Deferred Compensation

All employees shall participate in the State of Washington Law Enforcement Officers and Firefighters Pension System. Employees may participate, at their option and cost, in the deferred compensation programs provided by Mission Square Retirement Corporation and Washington State DRS Deferred Compensation.

ARTICLE 26 – Identification of Jobs

- 26.1 “Job” shall be defined as the employee’s job title, job number and range assigned by the employer.
- 26.2 When work operations involving new or substantially changed requirements are established after the effective date of this Agreement and such requirements are not adequately or specifically described in an existing job, the employer will describe and establish a new job in an appropriate range. Copies of the job description will be furnished to concerned employees and the Union.
- 26.3 When introduced, Squads will be staffed with a non-probationary firefighter and a non-probationary firefighter paramedic.

ARTICLE 27 – Grievance Procedure

- 27.1 For purposes of this agreement, the term “grievance” means any dispute between the employer and the union or an employee concerning the application or interpretation of the terms of this agreement. Employees shall have access to the Union-Labor Relations Committee prior to advancing a grievance through the formal grievance procedure.
- 27.2 Procedure
- A. If a grievance is to be advanced under this procedure, it shall be presented by the grievant(s) to the Fire Chief within thirty (30) calendar days from the date of the alleged breach or violation of this Agreement. The grievance shall be reduced to written form by the grievant(s) and shall:
1. Fully describe the grievance and how the grievant(s) was/were affected.

2. Set forth the section(s) of the agreement allegedly violated and state the specific nature of the violation.
3. Indicate the date(s) of the incident(s) grieved.
4. Specify the remedy or solution to the grievance sought by the grievant(s).
5. Identify the grievant(s) and be signed by the grievant(s).
6. Specify whether the grievance procedure should begin at step 1 or step 2.

The grievant(s) may be accompanied by the union representative in presenting the written grievance to the Fire Chief. Presentation of the grievance may be made in person, by mail, or other electronic means, by the grievant(s), the Union, or both.

Step 1: The parties will use an interest based problem solving process to resolve the issues identified in the grievance. The process will include all individuals necessary and with authority to reach a resolution. Any resolution of the grievance will be in writing and signed by the parties. If the grievance is not resolved in thirty (30) calendar days, the grievance shall automatically advance to step 2.

Step 2: The Fire Chief shall conduct a meeting with the grievant(s) and the union representative, or with the union representative only, at the discretion of the Union. The chief shall make a decision on the matter, in writing, within thirty (30) calendar days of receipt of the grievance. Copies of the decision shall be mailed, emailed, or hand delivered to the grievant(s), the union, and the City Manager.

Step 3: If the grievance remains unresolved after the decision has been rendered by the Fire Chief, the grievant(s) shall, by letter, or electronic means, deliver the grievance to the City Manager or designee representative within fourteen (14) days after receipt of the decision reached in step 2, above. The City Manager or designee shall meet and discuss the grievance with the appropriate parties within fourteen (14) calendar days of receipt of the written grievance and shall render a decision within fourteen (14) calendar days of such hearing, with copies to the grievant(s), the Union and the Fire Chief.

- B. If the grievance is not settled in Step 3, the Union may request arbitration of the grievance within twenty-one (21) calendar days after receipt of the decision of the City Manager, or designee, as hereinafter provided. In cases involving a dispute that is reviewable under both the grievance procedure and the Civil Service, the union will not proceed to arbitration unless the grievant(s) waives the right to proceed before the Civil Service Commission.

The parties shall mutually select a disinterested third party to serve as arbitrator. In the event the employer and the union are unable to agree on an arbitrator, an

arbitrator shall be selected by the process of alternately striking from a panel of seven (7) arbitrators requested from the Federal Mediation and Conciliation Service (FMCS) from Regions 1 and 2. The loser of a coin toss shall strike the first name. The request to FMCS shall state the general nature of the issue and ask that the nominee be qualified to handle the type of issue involved. The City and the Union will jointly share the fee for selection and services of an arbitrator.

The arbitrator shall render a decision as promptly as possible. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and/or the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this Agreement. A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties. The expenses and fees incumbent to the services of the arbitrator shall be split equally between the parties. Each party shall pay the costs of presenting its own case, including any attorneys' fees.

- 27.3 Failure by the grievant(s), or their representative, to advance the grievance to Step 3 or to arbitration within time limits stipulated in this article shall constitute abandonment of the grievance. The parties may mutually agree in writing to extend the time limit for given step for a stated period of time. Failure by the employer to reply in a timely manner constitutes a denial of the grievance, unless both parties have agreed to an extension of the timeline.

ARTICLE 28 – Employee Discipline/Termination

- 28.1 All disciplinary actions for employees who have successfully completed their new-hire probationary period shall require just cause. During their new-hire probationary period, employees are “at will” employees who may be disciplined or discharged without just cause and without recourse to the grievance procedure. Disciplinary actions taken by the City may include an oral or written reprimand, suspension without pay, demotion, any combination of these, or discharge. The City will, using progressive disciplinary principles, tailor discipline to respond to the nature and severity of the offense and the employee’s prior disciplinary record.
- 28.2 Employees will be notified in writing by the City that they are the subject of a disciplinary investigation at the time when the City determines that such an investigation is necessary, provided that the City may delay notice where necessary to protect the integrity of the investigation or where notification may present a safety risk. This notice will include a reasonably detailed description of the allegations against the employee who is the subject of the investigation.
- 28.3 The City will copy the Union on all correspondence that is provided to the employee in connection with a disciplinary process, including any final notice of discipline, unless the employee notifies the City in writing that the employee is requesting the City not to do so.
- 28.4 Disciplinary Investigations.

- A. Unless superseded by a specific provision of this Article, Department policy will be followed by all parties in investigations into allegations of misconduct or substandard performance that, if substantiated, would likely lead to discipline as outlined in 28.1.
- B. The City may place employees on paid administrative leave during disciplinary investigations, with no change in compensation, except that employees who are on paid administrative leave will not be eligible for overtime assignments. The City will not place employees on paid administrative leave for arbitrary or discriminatory reasons. When an employee is placed on paid administrative leave, the City will provide the employee with written notice that they are being placed on paid administrative leave. While employees are on paid administrative leave, they may be temporarily placed upon a day shift schedule, M-F, 9am-5pm. Employees will be expected to be available to answer phone calls from the City between 9am and 5pm on days they are scheduled to work, and will be expected to be able to report to work at a City facility within a reasonable period of time if they are directed to do so by the City. Absent a compelling need, an employee on paid administrative leave will not be obligated to attend interviews or perform other work functions outside of the City's normal business hours. Employees will receive reasonable advanced notice of any work functions required outside of the City's normal business hours. Paid administrative leave is not discipline.
- C. Employees have an obligation to cooperate with any disciplinary investigation conducted by the City, and employees can potentially be subjected to disciplinary action that is consistent with the provisions of this Article if they fail to cooperate with such investigations.

28.5 If at the conclusion of its investigation, the City is considering imposing disciplinary action upon an employee that would involve a loss of pay or termination of employment, the following procedures will be followed:

- A. The City will inform the employee in writing that the City is considering taking disciplinary action against the employee. This written notice will describe the nature of the disciplinary action that is being contemplated. The written notice will also contain a sufficient description of the alleged misconduct so as to allow the employee to understand the specific allegations being made and to respond to those allegations in a meaningful fashion if the employee chooses to do so. If the City's consideration of discipline is based upon an investigative report, memo, etc. of any kind, the City will provide the employee with a copy of this report, as well as with any other documentation that would allow the employee to understand the factual basis of the allegations being made against them, at the same time that the employee is provided with written notice that disciplinary action is being considered.

- B. Before any final disciplinary action involving a loss of pay or termination is imposed upon an employee, the employee will be provided with an opportunity to participate in a Pre-Disciplinary (Loudermill) Hearing with the City should the employee choose to do so. Unless otherwise agreed, Pre-Disciplinary Hearings will take place no less than seven (7) calendar days and no more than fourteen (14) calendar days after employees have been provided with written notice that the City is considering taking disciplinary action against them unless a mutual agreement is reached to schedule the Pre-Disciplinary Hearing outside of this window.
 - C. The City will inform the employee in writing of the City's final disciplinary decision within fourteen (14) calendar days after the Pre-Disciplinary Hearing, or within fourteen (14) calendar days of learning that the employee has chosen to waive their Pre-Disciplinary Hearing, whichever occurs first. The City's final disciplinary letter shall describe the nature of the disciplinary action being taken and shall set forth the reason(s) for the City's decision to impose discipline.
- 28.6 Employees shall be given the opportunity to read and answer all disciplinary letters before placement of such material into their personnel file and will be requested to sign such letters. Signature thereon shall not be construed as admission of guilt or concurrence with the reprimand, but rather an indication that the employee has seen and comprehends the gravity of the disciplinary action. Employees may submit a written rebuttal to any disciplinary letters which will also be included in their personnel file.
- 28.7 It is agreed by both parties that no entries may be made to an employee's personnel file from anonymous sources without substantive evidence.
- 28.8 Employees who have completed their new-hire probationary period may challenge all disciplinary actions, including oral or written reprimands, through the grievance procedure.

ARTICLE 29 – Labor Relations Committee

- 29.1 The Labor Relations Committee shall be composed of the Fire Chief and the Union Local President and/or their designees.
- 29.2 This committee shall meet at least monthly, or more frequently as agreed upon, to discuss mandatory subjects of bargaining.
- 29.3 The Fire Chief may hear input from the union on non-mandatory subjects of bargaining, and may consider the union's position on those matters.

ARTICLE 30 – Tuition Reimbursement

The employer shall establish a tuition reimbursement account in the Fire Department budget in the amount of \$58,000 for each year of the Agreement. Twenty thousand dollars (\$20,000) of the funds will be accessible by any unit member; the remaining thirty-eight thousand dollars (\$38,000) will be set aside for use by those unit members participating in the 2017 Company Officer Step Program. Funds will be used to reimburse eligible employees for the costs of

tuition (up to Eastern Oregon University rates), books and fees according to a program developed and monitored by the Department and the Union. At the end of each year, any undistributed funds may be used to provide additional reimbursement to any eligible employee who was not fully reimbursed for an eligible expense.

ARTICLE 31 – Substance Abuse Prevention Policy

- 31.1 The Union and the City agree that the Substance Abuse Prevention Policy shall apply to all members of the bargaining unit outlined in Appendix E.
- 31.2 The City will conduct periodic training of all personnel, including supervisory personnel, in the content of the policy and in the means and methods whereby supervisory staff may identify characteristics triggering a “reasonable suspicion” testing process.
- 31.3 The City will endeavor to make available to any employee, at the time they may be required to undergo testing under the policy, a summary of the following: how and where the test will be administered, what the employee should do pending the outcome of the test results, and what may occur based on a positive test result.
- 31.4 Failure on the part of the City to provide this information to an employee prior to administering a test under the policy shall not void the results of the test nor shall it be considered a grievable action under the contract.

ARTICLE 32 – Paydays and Payroll Deductions

- 32.1 Pay periods shall be the following:

Pay period of 1st through 15th - payday on 25th

Pay period of 16th through the end of the month – payday on 10th

Continued salaried (half of monthly pay each pay period – continue to calculate hourly for overtime purposes).

- 32.2 The parties agree that additional payroll deductions will be mutually agreed upon by the employer and the union.

ARTICLE 33 – Separability Clause

In the event that any provision of this agreement shall be determined to be illegal or in violation of any federal or state law or regulation, whether by judicial or administrative determination, that portion of the contract shall be deemed excised from this agreement and all other portions unless dependent upon the excised portions shall remain in full force and effect.

ARTICLE 34 – Non-Reduction of Wages and Working Conditions

The parties hereto agree that the wages and working conditions in effect and now being paid to and enjoyed the members of the union shall not be reduced in view of the provisions of this agreement, provided, however, that nothing in this article shall be construed as limiting management rights pursuant to Article 2, above.

ARTICLE 35 – Appendices and Amendments

All appendices and amendments shall be numbered or lettered, dated and signed by the responsible parties and shall be subject to all provisions of this agreement.

ARTICLE 36 – Successor Clause

This agreement and all amendments thereto, shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto. The parties agree that this Agreement may be amended in writing as agreed to by both parties without action of their respective legislative bodies, unless otherwise specified herein, including but not limited to amendment by Memorandum of Understanding or Memorandum of Agreement.

ARTICLE 37 – Termination and Renewal

- 37.1 This agreement is effective January 1, 2023, and shall remain in full force and effect through December 31, 2025, and shall be automatically renewed thereafter upon each anniversary of said date unless written notice to the contrary is given by either party as set forth in 37.2, below.
- 37.2 Pursuant to the provisions of RCW, Chapter 41.56, the employer agrees to commence negotiations with the union not later than June 1 of any calendar year wherein the union notifies the employer of intent to reopen the agreement on the anniversary date in order to modify wages, hours and other terms and conditions of employment for the employees covered by this agreement.

Dated this _____ day of _____, 2023.

For the Employer

For the Union

Eric J. Holmes, City Manager

Ryan Reese, President

Brennan Blue, Fire Chief

Chris Wanous, Vice President

Lisa Takach, HR Director

Abe Dahmus, Unit Vice President

Approved as to form:

Kevin Lundy, Secretary

Jonathan Young, City Attorney

Dave Sturbelle, Treasurer

Attest:

Natasha Ramras, City Clerk

APPENDIX A

IAFF LOCAL 452

Paid Days Off Accruals

For 24-Hour Shift Employees

<u>During Year of Service</u>	<u>Paid Shifts off Per Year</u>	<u>Accrual Rate Per Month</u>	<u>Maximum Accumulation</u>
1-5	11 Shifts	22 Hours	824 Hours
6-10	12	24	824
11-15	14	28	824
16-20	15	30	824
21-25	17	34	824
26+	18	36	824

For 40-Hour Work Week Employees:

<u>During Year of Service</u>	<u>Accrual Rate Per Month</u>	<u>Maximum* Accumulation</u>
1-5	18.61 Hours	686 Hours
6-10	20.30	686
11-15	23.69	686
16-20	25.38	686
21-25	28.76	686
26+	30.47	686

* Accrual rates and maximums are determined by multiplying the 24-hour accrual rates and maximums by .846 (40-hour workweek/47.26-hour workweek = .846)

In addition to the above, a maximum of one hundred twenty (120) hours per person for those employees on a 24-hour shift and a maximum of eighty-two (82) hours for those employees on a 40-hour work week are allowed to be sold back at regular base rate. The intention to sell back PDO's must be declared in the last pay period of October, in advance of the PDO selection process. PDO's may then be bid with the remaining PDO balance for that year.

APPENDIX B

IAFF LOCAL 452

Method of Negotiating the Contract

For the 2023-2025 contract, the method of determining total monthly compensation and considering departmental policies and other working conditions was as follows:

The following departments were used as comparable:

Eastside Fire & Rescue (King County Fire District 10)

Puget Sound RFA (Kent)

Central Pierce Fire & Rescue (Pierce County Fire Protection District #6)

South County Fire (Snohomish County)

South King Fire & Rescue

City of Spokane

City of Tacoma

The parties agreed to determine the comparable by:

Population (50%-150%) Fire Agencies in Washington

Assessed Valuation (50% - 150%)

APPENDIX C

IAFF LOCAL 452

Competency Pay – effective January 1, 2009

As part of the annual fire department training program members are required to demonstrate proficiency with SCBA.

In order to earn competency pay members must on an annual basis successfully complete the SCBA Skill Sheet covering SCBA Donning – Coat Method within the timeframe as referenced in Washington State standards.

As with all Fire Department training requirements, Company Officers will be responsible for ensuring the member's skill proficiency is verified as satisfactory. For competency pay purposes both the member and the Company Officer will sign and date the skill sheet. A signed and dated skill sheet or an electronic training record will satisfy the competency pay requirement. Members seeking a change in competency pay will notify a Chief Officer that they have met the requirements within six (6) months (before or after) of the change in competency pay.

Members must demonstrate proficiency to be eligible for the next level of competency pay.

The request for competency pay will be denied if the member fails to provide proof of proficiency as outlined above.

Any extraordinary circumstances as to why the skill sheet was not completed shall come to the Chief for review. If the Chief's review determines there were no extraordinary circumstances the request for competency pay will be denied.

A member whose competency request is denied will not receive credit for one year.

Competency pay was calculated on a top step 0-4 year firefighter range.

2% of top step firefighter after five (5) years
4% of top step firefighter after ten (10) years
6% of top step firefighter after fifteen (15) years
8% of top step firefighter after twenty (20) years

APPENDIX D
IAFF LOCAL 452
RATES OF PAY

See the attached spreadsheets for the rates of pay applicable to each year of this Agreement.

Effective January 1, 2023, base wages for the classifications covered by this Agreement were adjusted by 7.5%.

Effective January 1, 2024, base wages for the classifications covered by this Agreement will be increased by 4.0%. In addition, the rank of Engineer will be added, Step 1 of the Captain salary range will be eliminated and the new Step 1 of the Captain salary range will be increased to 116% of top step fire fighter (without competency).

Effective January 1, 2025, base wages for the classifications covered by this Agreement will be increased by 4.0%. In addition, Step 1 of the Captain salary range will be increased to 117% of top step fire fighter (without competency).

City of Vancouver, Washington
Fire Suppression 452
Salary Schedule - January 1, 2023 through December 31, 2023

Job Class Title							
Fire Captain	Step Number	Type Rate	Competency 0 - 4 Years	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
	Step 1	Month	10,186	10,371	10,556	10,742	10,927
		Annual	122,232	124,452	126,672	128,904	131,124
		47.26 Hr	49.7282	50.6314	51.5346	52.4426	53.3458
		40 Hr	58.7654	59.8327	60.9000	61.9731	63.0404
	Step 2	Month	10,695	10,881	11,066	11,251	11,436
		Annual	128,340	130,572	132,792	135,012	137,232
		47.26 Hr	52.2132	53.1212	54.0244	54.9276	55.8308
		40 Hr	61.7019	62.7750	63.8423	64.9096	65.9769
	Step 3	Month	11,230	11,415	11,601	11,786	11,971
		Annual	134,760	136,980	139,212	141,432	143,652
		47.26 Hr	54.8251	55.7282	56.6363	57.5395	58.4426
		40 Hr	64.7885	65.8558	66.9288	67.9962	69.0635
	Station Captain	Month	11,792	11,977	12,162	12,347	12,532
		Annual	141,504	143,724	145,944	148,164	150,384
		47.26 Hr	57.5688	58.4719	59.3751	60.2783	61.1814
		40 Hr	68.0308	69.0981	70.1654	71.2327	72.3000

Job Class Title							
Fire Captain Paramedic	Step Number	Type Rate	Competency 0 - 4 Years	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
	Step 1	Month	11,112	11,297	11,482	11,668	11,853
		Annual	133,344	135,564	137,784	140,016	142,236
		47.26 Hr	54.2490	55.1522	56.0553	56.9634	57.8666
		40 Hr	64.1077	65.1750	66.2423	67.3154	68.3827
	Step 2	Month	11,621	11,807	11,992	12,177	12,362
		Annual	139,452	141,684	143,904	146,124	148,344
		47.26 Hr	56.7339	57.6420	58.5452	59.4483	60.3515
		40 Hr	67.0442	68.1173	69.1846	70.2519	71.3192
	Step 3	Month	12,156	12,341	12,527	12,712	12,897
		Annual	145,872	148,092	150,324	152,544	154,764
		47.26 Hr	59.3458	60.2490	61.1570	62.0602	62.9634
		40 Hr	70.1308	71.1981	72.2712	73.3385	74.4058
	Station Captain	Month	12,718	12,903	13,088	13,273	13,458
		Annual	152,616	154,836	157,056	159,276	161,496
		47.26 Hr	62.0895	62.9927	63.8959	64.7990	65.7022
		40 Hr	73.3731	74.4404	75.5077	76.5750	77.6423

Job Class Title										
Firefighter	Type Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
	Month	7,326	7,999	8,399	8,819	9,260	9,445	9,630	9,816	10,001
	Annual	87,912	95,988	100,788	105,828	111,120	113,340	115,560	117,792	120,012
	47.26 Hr	35.7657	39.0513	41.0041	43.0545	45.2075	46.1107	47.0138	47.9219	48.8251
	40 Hr	42.2654	46.1481	48.4558	50.8788	53.4231	54.4904	55.5577	56.6308	57.6981
Job Class Title										
Firefighter Paramedic	Type Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
	Month	8,715	9,388	9,788	10,208	10,649	10,834	11,019	11,205	11,390
	Annual	104,580	112,656	117,456	122,496	127,788	130,008	132,228	134,460	136,680
	47.26 Hr	42.5468	45.8324	47.7852	49.8356	51.9886	52.8918	53.7950	54.7030	55.6062
	40 Hr	50.2788	54.1615	56.4692	58.8923	61.4365	62.5038	63.5712	64.6442	65.7115

City of Vancouver, Washington
Fire Suppression 452
Salary Schedule - January 1, 2024 through December 31, 2024

Job Class Title							
	Step Number	Type Rate	Competency 0 - 4 Years	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
Fire Captain	Step 1	Month	11,171	11,364	11,556	11,749	11,942
		Annual	134,052	136,368	138,672	140,988	143,304
		47.26 Hr	54.5370	55.4793	56.4166	57.3588	58.3011
		40 Hr	64.4481	65.5615	66.6692	67.7827	68.8962
	Step 2	Month	11,730	11,922	12,115	12,308	12,500
		Annual	140,760	143,064	145,380	147,696	150,000
		47.26 Hr	57.2661	58.2034	59.1456	60.0879	61.0252
		40 Hr	67.6731	68.7808	69.8942	71.0077	72.1154
	Station Captain	Month	12,316	12,509	12,702	12,894	13,087
		Annual	147,792	150,108	152,424	154,728	157,044
		47.26 Hr	60.1269	61.0692	62.0114	62.9487	63.8910
		40 Hr	71.0538	72.1673	73.2808	74.3885	75.5019

Job Class Title							
	Step Number	Type Rate	Competency 0 - 4 Years	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
Fire Captain	Step 1	Month	11,460	11,653	11,845	12,038	12,231
Paramedic Certification Pay		Annual	137,520	139,836	142,140	144,456	146,772
		47.26 Hr	55.9479	56.8902	57.8275	58.7697	59.7120
		40 Hr	66.1154	67.2288	68.3365	69.4500	70.5635
	Step 2	Month	12,019	12,211	12,404	12,597	12,789
		Annual	144,228	146,532	148,848	151,164	153,468
		47.26 Hr	58.6770	59.6143	60.5566	61.4988	62.4361
		40 Hr	69.3404	70.4481	71.5615	72.6750	73.7827
	Step 2 (Previous step 3)	Month	12,445	12,630	12,816	13,001	13,186
		Annual	149,340	151,560	153,792	156,012	158,232
		47.26 Hr	60.7567	61.6599	62.5679	63.4711	64.3743
		40 Hr	71.7981	72.8654	73.9385	75.0058	76.0731
	Station Captain	Month	13,007	13,192	13,377	13,562	13,747
		Annual	156,084	158,304	160,524	162,744	164,964
		47.26 Hr	63.5004	64.4036	65.3068	66.2099	67.1131
		40 Hr	75.0404	76.1077	77.1750	78.2423	79.3096

Job Class Title							
	Step Number	Type Rate	Competency 0 - 4 Years	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
Decertified Fire Captain Paramedic	Step 2 (Previous step 3)	Month	12,156	12,341	12,527	12,712	12,897
Without Paramedic Certification Pay		Annual	145,872	148,092	150,324	152,544	154,764
Red-Circled		47.26 Hr	59.3458	60.2490	61.1570	62.0602	62.9634
		40 Hr	70.1308	71.1981	72.2712	73.3385	74.4058
	Station Captain	Month	12,718	12,903	13,088	13,273	13,458
		Annual	152,616	154,836	157,056	159,276	161,496
		47.26 Hr	62.0895	62.9927	63.8959	64.7990	65.7022
		40 Hr	73.3731	74.4404	75.5077	76.5750	77.6423

Job Class Title										
	Type	Step	Step	Step	Step	Step	Competency	Competency	Competency	Competency
Firefighter	Rate	1	2	3	4	5	5 Years	10 Years	15 Years	20 Years
	Month	7,619	8,319	8,735	9,172	9,630	9,823	10,016	10,208	10,401
	Annual	91,428	99,828	104,820	110,064	115,560	117,876	120,192	122,496	124,812
	47.26 Hr	37,1961	40,6135	42,6444	44,7779	47,0138	47,9561	48,8983	49,8356	50,7779
	40 Hr	43.9558	47.9942	50.3942	52.9154	55.5577	56.6712	57.7846	58.8923	60.0058
Firefighter - Engineer										
	Month	8,101	8,801	9,217	9,654	10,112	10,305	10,498	10,690	10,883
	Annual	97,212	105,612	110,604	115,848	121,344	123,660	125,976	128,280	130,596
	47.26 Hr	39.5492	42.9666	44.9976	47.1310	49.3670	50.3092	51.2514	52.1888	53.1310
	40 Hr	46.7365	50.7750	53.1750	55.6962	58.3385	59.4519	60.5654	61.6731	62.7865
Job Class Title										
	Type	Step	Step	Step	Step	Step	Competency	Competency	Competency	Competency
Firefighter Paramedic	Rate	1	2	3	4	5	5 Years	10 Years	15 Years	20 Years
	Month	9,064	9,764	10,180	10,616	11,075	11,268	11,460	11,653	11,845
	Annual	108,768	117,168	122,160	127,392	132,900	135,216	137,520	139,836	142,140
	47.26 Hr	44.2506	47.6680	49.6989	51.8275	54.0683	55.0106	55.9479	56.8902	57.8275
	40 Hr	52.2923	56.3308	58.7308	61.2462	63.8942	65.0077	66.1154	67.2288	68.3365
Firefighter Paramedic - Engineer										
	Month	9,546	10,246	10,662	11,098	11,557	11,750	11,942	12,135	12,327
	Annual	114,552	122,952	127,944	133,176	138,684	141,000	143,304	145,620	147,924
	47.26 Hr	46.6037	50.0212	52.0521	54.1806	56.4215	57.3637	58.3011	59.2433	60.1806
	40 Hr	55.0731	59.1115	61.5115	64.0269	66.6750	67.7885	68.8962	70.0096	71.1173

City of Vancouver, Washington
Fire Suppression 452
Salary Schedule - January 1, 2025 through December 31, 2025

Job Class Title							
	Step Number	Type Rate	Competency 0 - 4 Years	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
Fire Captain	Step 1	Month Annual 47.26 Hr 40 Hr	11,718 140,616 57.2075 67.6038	11,918 143,016 58.1839 68.7577	12,118 145,416 59.1603 69.9115	12,319 147,828 60.1416 71.0712	12,519 150,228 61.1180 72.2250
	Step 2	Month Annual 47.26 Hr 40 Hr	12,304 147,648 60.0683 70.9846	12,504 150,048 61.0448 72.1385	12,704 152,448 62.0212 73.2923	12,905 154,860 63.0024 74.4519	13,105 157,260 63.9788 75.6058
	Station Captain	Month Annual 47.26 Hr 40 Hr	12,919 155,028 63.0708 74.5327	13,119 157,428 64.0472 75.6865	13,319 159,828 65.0236 76.8404	13,520 162,240 66.0049 78.0000	13,720 164,640 66.9813 79.1538
Job Class Title							
	Step Number	Type Rate	Competency 0 - 4 Years	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
Fire Captain	Step 1	Month Annual 47.26 Hr 40 Hr	12,018 144,216 58.6721 69.3346	12,219 146,628 59.6534 70.4942	12,419 149,028 60.6298 71.6481	12,619 151,428 61.6062 72.8019	12,819 153,828 62.5826 73.9558
	Step 2	Month Annual 47.26 Hr 40 Hr	12,604 151,248 61.5330 72.7154	12,804 153,648 62.5094 73.8692	13,005 156,060 63.4906 75.0288	13,205 158,460 64.4670 76.1827	13,405 160,860 65.4434 77.3365
	Station Captain	Month Annual 47.26 Hr 40 Hr	13,219 158,628 64.5354 76.2635	13,420 161,040 65.5167 77.4231	13,620 163,440 66.4931 78.5769	13,820 165,840 67.4695 79.7308	14,021 168,252 68.4508 80.8904

Job Class Title										
	Type Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
Firefighter	Month Annual 47.26 Hr 40 Hr	7,924 95,088 38.6851 45.7154	8,652 103,824 42.2392 49.9154	9,084 109,008 44.3483 52.4077	9,539 114,468 46.5696 55.0327	10,015 120,180 48.8934 57.7788	10,216 122,592 49.8747 58.9385	10,416 124,992 50.8511 60.0923	10,616 127,392 51.8275 61.2462	10,816 129,792 52.8039 62.4000
Firefighter - Engineer	Month Annual 47.26 Hr 40 Hr	8,425 101,100 41.1310 48.6058	9,153 109,836 44.6851 52.8058	9,585 115,020 46.7941 55.2981	10,040 120,480 49.0155 57.9231	10,516 126,192 51.3393 60.6692	10,717 128,604 52.3206 61.8288	10,917 131,004 53.2970 62.9827	11,117 133,404 54.2734 64.1365	11,317 135,804 55.2498 65.2904
Job Class Title										
	Type Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
Firefighter Paramedic	Month Annual 47.26 Hr 40 Hr	9,426 113,112 46.0179 54.3808	10,154 121,848 49.5720 58.5808	10,587 127,044 51.6859 61.0788	11,041 132,492 53.9024 63.6981	11,517 138,204 56.2262 66.4442	11,718 140,616 57.2075 67.6038	11,918 143,016 58.1839 68.7577	12,118 145,416 59.1603 69.9115	12,319 147,828 60.1416 71.0712
Firefighter Paramedic - Engineer	Month Annual 47.26 Hr 40 Hr	9,927 119,124 48.4638 57.2712	10,655 127,860 52.0179 61.4712	11,088 133,056 54.1318 63.9692	11,542 138,504 56.3483 66.5885	12,018 144,216 58.6721 69.3346	12,219 146,628 59.6534 70.4942	12,419 149,028 60.6298 71.6481	12,619 151,428 61.6062 72.8019	12,820 153,840 62.5875 73.9615

APPENDIX E
IAFF LOCAL 452
Vancouver Fire Department Substance Abuse Policy

PURPOSE

The Vancouver Fire Department is committed to providing its employees and the public a workplace that is free from substance abuse. The City supports employees undergoing treatment and rehabilitation for substance abuse and notifies employees of the penalties that may be imposed for substance abuse violations in the workplace. This policy complies with the Drug Free Workplace Act of 1988.

SCOPE

This policy applies to all City of Vancouver (Fire Department) employees, volunteers and vendors that work at or represent the City or the City's interests and/or access facilities, unless otherwise addressed by a current collective bargaining agreement or public safety policy.

DEFINITIONS

Alcohol means ethyl alcohol or ethanol. Breath alcohol tests on covered employees must show levels below 0.04 or the employee will be in violation of this policy, however, an employee will not be permitted to return to work if the employee's BAC is greater than 0.02.

Alcohol concentration means the alcohol in volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test.

Alcohol use means the consumption of any beverage, mixture or preparation, including any medication, containing alcohol.

Breath Alcohol Technician (BAT) means an individual who instructs and assists individuals in the alcohol testing process and operates an EBT.

Breath Alcohol Testing Site means a location which affords visual and aural privacy for the performance of breath alcohol testing. No unauthorized person shall be permitted access to the breath alcohol testing site when the evidential breath testing device is unsecured or at any time when testing is being conducted. In unusual circumstances, e.g. after an accident when a test must be conducted outdoors, the breath alcohol technician must provide visual and aural privacy to the greatest extent practicable.

City means the City of Vancouver, Washington.

Controlled substance means a chemical or its immediate precursor classified in Schedules I through V under the *Federal Controlled Substances Act, 21 USC 811 to 812*, as modified under *RCW 46.25* (copies are available to employees from the City's HRRS department). "Controlled substances" include but are not limited to narcotics, depressants, stimulants, hallucinogens, and cannabis.

DHHS means the *Department of Health and Human Services* or any designee of the Secretary, Department of Health and Human Services.

Drug means a substance:

- Recognized as a drug in the official United States Pharmacopoeia, official Homeopathic Pharmacopoeia of the United States, official Formulary, or in any supplement to any of them;
- Intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in humans or animals;
- Other than food or beverage, intended to affect the structure or any function of the body of humans or animals;
- Intended for use as a component of anything listed above in A, B, or C of this definition.

Employee means an individual who personally renders services to the City of Vancouver temporarily or otherwise, and who is not employed by an independent contractor to render those services pursuant to a contract.

EBT device (or **Evidential Breath Testing device**) means an EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices." (CPL)

Illegal Drug means drugs which are not legally obtainable or drugs which have not been obtained legally. It also means drugs which are legally obtained but are knowingly used in a purpose or manner other than prescribed or intended.

Medical Review Officer (MRO) means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test results together with their medical history and any other relevant biomedical information. MRO's must be certified by a substance abuse medical association such as AAMRO or MROCC.

On-Duty means as any time on the job, volunteering or representing or acting in or on behalf of the City's interests. In addition, all time spent in association with drug testing specimen collection and/or alcohol testing is considered on-duty time.

Prohibited drug means cocaine, opiates, amphetamines, or phencyclidine.

Reasonable Suspicion means that a trained manager or supervisor observes behavior, appearance, speech or body odors that are characteristic of alcohol or drug misuse. These observations must be specific, articulable and contemporaneous.

Refuse to submit (to a drug/alcohol test) means that a covered employee fails to provide a urine sample or to submit to a breath alcohol test as required by this policy, without a valid medical explanation, after they have received notice of the requirement to be tested in accordance with the provisions of this policy, or engages in conduct that clearly obstructs the testing process.

Substance Abuse means addiction to or the dependency upon alcohol or a controlled substance, or the use of alcohol or a controlled substance in a manner that results in interference with an employee's performance of work-related tasks.

Substance Abuse Professional (SAP) means a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.

Work shift means any time during which an employee is engaged in work on behalf of the City, including but not limited to routine 8-hour or 24-hour shifts, rotating shifts, part-time shifts, breaks, and time spent traveling from one work site to another.

Verified negative (drug test result) means a drug test result reviewed by a medical review officer and determined to have no evidence of prohibited or authorized drug use.

Verified positive (drug test result) means a drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use at or above the following thresholds:

Substance	Initial Test	Threshold	Confirmation Test	Threshold
Amphetamines ng/ml	Urinalysis	1000 ng/ml	Split Specimen	500
Amphetamine ng/ml	Urinalysis	1000 ng/ml	Split Specimen	500
Methamphetamine	Urinalysis	1000 mg/ml	Split Specimen	500 ng/ml
Cocaine Metabolite	Urinalysis	300 ng/ml	Split Specimen	150 ng/ml
Opiates Metabolite	Urinalysis	300 ng/ml	Split Specimen	300 ng/ml
Morphine	Urinalysis	300 ng/ml	Split Specimen	300 ng/ml
Codeine	Urinalysis	300 ng/ml	Split Specimen	25 ng/ml
Phencyclidine ng/ml	Urinalysis	25 ng/ml	Split Specimen	25

Results below the thresholds are considered negative.

Procedure and Guidelines

Testing Procedures

Testing required under this policy will be considered on-duty time. All drug and alcohol testing will be conducted with accuracy, reliability and a high regard for privacy and dignity in specimen collection, testing and notification. The security of urine samples and the accuracy of breath testing are absolutely necessary. For this reason, the City uses collection and testing procedures that are based on the industry standards established by the DOT. The City will adhere to these standards for collection, testing, MRO review and result reporting. Results obtained from procedures not in accordance with these industry protocols will not be valid for the purpose of this policy.

Drug Testing:

- a. Urine specimen collection for drug testing will be performed by qualified individuals in conformance with current standards of practice, using chain of custody procedures, and with respect for the privacy and dignity of the person giving the specimen. Employees will not be witnessed when providing a urine specimen. Drug test specimens will be collected to provide at least 30 ml of urine in a "primary specimen" shipping bottle and at least 15 ml of urine in a "split specimen" shipping bottle.
- b. Drug testing will be performed only by laboratories certified by the Substance Abuse and Mental Health Administration (SAMHSA) of the U.S. Department of Health and Human Services (previously "NIDA").
- c. Testing procedures will be conducted and monitored in accordance with *49 CFR Part 40*. Copies of these federal regulations are available from HRRS to all employees upon request. Specimens submitted to the laboratory are tested for the following drugs:
- Cocaine
 - Amphetamines
 - Opiates
 - Phencyclidine (PCP)
- d. The specimen collection agent will use the split sample method of collection. This method involves dividing the original specimen into a "primary" and a "split" sample.
- e. The contract laboratory must be certified by the SAMHSA. The laboratory will observe testing/chain of custody procedures to ensure that the specimens' security, proper identification and integrity are not compromised.
- f. When an initial screening test for drugs is positive, a second, confirmatory test will automatically be performed. Confirmed positive drug tests will be reported by the testing laboratory to the MRO for verification.
- g. If the primary specimen is positive, the MRO will make every reasonable effort to notify the employee of the result. If the MRO is unable to reach the employee, the City will as soon as practicable request that the employee contact the MRO to discuss test results.
- h. When the MRO is able to contact the employee or applicant to discuss the results, the MRO will inform the candidate or employee that they have 72 hours from having been informed of a verified positive test to request that the MRO send the split specimen to a different SAMHSA-certified laboratory for analysis.
- i. Expenses for testing of the split sample will be paid for initially by the City. If the results of the split sample test are positive, the City will be reimbursed by the employee for the cost of testing the second split sample.
- j. Outside job applicants who request a second test will be responsible for the cost of testing the split sample. In addition, the candidate will be responsible for coordination of payment for the second testing.

Marijuana Testing:

In the State of Washington, marijuana is legal under state law, both as a prescription medication and as a drug used for recreational purposes.

Employees shall not be under the psychoactive effects of marijuana causing motor impairment while on duty. Marijuana metabolites can stay in a person's blood for weeks after the psychoactive effects of the drug have completely subsided. In addition, certain topical medications containing marijuana, do not cause any psychoactive effects, but can still result in a positive test for marijuana.

A saliva test shall be used to screen for the psychoactive effects of marijuana use, and if positive, shall be confirmed by a blood test performed by a qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the tests utilizing appropriate equipment. An initial positive level shall be 5 nano grams per milliliter of Delta-9-tetrahydrocannabinol. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed using a blood test.

Sample handling procedures, as detailed in section discussing "Drug Testing", shall apply. A confirmatory test shall also test for the psychoactive effects of marijuana usage. A positive blood level shall be 5 nano grams per milliliter of Delta-9-tetrahydrocannabinol. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's files.

If the employee tests positive for marijuana, the MRO will make a determination, based on current scientific data and other evidence, if the marijuana more than likely caused the behavior or impairment that resulted in the administration of the drug or alcohol test.

If the MRO determines marijuana was not the likely cause of the behavior or impairment that resulted in the administration of the drug or alcohol test, the MRO will not release any results of the marijuana portion of the drug test to the Employer.

Alcohol Testing:

- a. Candidate shall report to testing facility and sign the Breath Alcohol Testing Release Form. Refusal to sign this form will be regarded as refusal to take the test. A Breath Alcohol Test will then be conducted by a certified Breath Alcohol Technician (BAT).
- b. Testing procedures will be conducted and monitored in accordance with 49 CFR Part 40. Copies of these federal regulations are available from HRRS to all employees upon request.
- c. The BAT must conduct a second breath alcohol test if the initial screening test indicates that the employee or applicant has a prohibited alcohol concentration.
 - The first test is a screening test. Any result less than 0.02 alcohol concentration is considered negative and no further testing is required.
 - If the alcohol concentration is 0.02 or greater, the BAT will conduct a confirmation test within 15 minutes of the screening test.

- If the results of the screening and confirmation tests are not identical, the confirmation test will be the result upon which any further action under this policy will be taken.
- d. If the confirmation test indicates an alcohol concentration at 0.02 or above, the BAT must immediately notify the supervisor who will arrange for transportation of the employee from the alcohol testing site.
- e. If the confirmation test indicates an alcohol concentration of 0.04 or above, the individual is considered to have a prohibited alcohol concentration.

Prohibited Forms of Drug/Alcohol Use

Employees are prohibited from the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance on City property, or anytime during an employee's work shift.

Employees are prohibited from reporting for work after using illegal drugs or controlled substances at a time, or in such a manner that may impair work performance. This prohibition includes a verified positive drug test result.

Employees are prohibited from reporting for work after consuming alcohol at a time, or in such a manner, that may impair work performance (prohibited alcohol conduct).

Refusal by an employee to submit a urine or breath specimen when requested to do so under the guidelines of this policy will have the same consequences as a positive test result, and will result in immediate removal from duty.

Violations of this policy and/or its prohibitions may lead to corrective action up to and including termination of employment, providing just cause for such action exists. Official discovery of prior voluntary treatment or professional assistance shall not, by itself, constitute just cause for corrective action.

Types of Drug/Alcohol Use Testing

Post-offer of employment: Alcohol testing is not conducted. Drug testing is conducted after offer to hire; hire is contingent on negative results.

Applicants for positions that are covered under this policy will be notified of the testing requirements during the application process.

If an outside applicant's drug test is verified as positive, they will be prohibited from hire. Applicants may be considered again for employment with the City after six (6) months.

Post-accident: Post-accident testing will be conducted when an employee, driving a vehicle/equipment during the course of their shift, has an accident which results in any of the following:

- a fatality; or
- the employee receives a citation for a moving traffic violation.

As soon as practicable following an accident, the supervisor or another appropriate City administrator will indicate whether the operator(s) of any vehicle involved in the accident must report for specimen collection and/or an alcohol breath test. Such operators shall be ordered to submit to testing.

Alcohol and drug testing must be conducted as soon as possible following an accident (as defined above), but in no case will an alcohol test be conducted later than 8 hours after the incident; and in no case will a drug test be conducted later than 32 hours after the incident.

Employees who are ordered to be tested under this section are to report immediately to the designated specimen collection and testing facility as instructed. The supervisor or other appropriate administrator will arrange transportation for the employee to the facility, as well as transportation to the employee's place of residence.

Any employee who is subject to post-accident testing must remain readily available for testing. If the employee does not or is not able to remain at the accident scene, they are required under this policy to notify the City of his or her location until testing is completed. This notification requirement will be considered to be met if the employee is unable, because of the need for medical treatment for personal injury, to remain at the site. If the employee fails to do this, when ordered, the City will interpret this action as a refusal to undergo the required testing. However, nothing in this section is designed to require the delay of any appropriate action that may need to be taken by the employee in an emergency situation such as obtaining emergency assistance, seeking emergency medical attention, etc.

If a regular/probationary employee has a positive drug test or a breath test indicating an alcohol level of 0.04 or greater, the employee cannot return to work until they have been evaluated by a substance abuse professional, complied with recommended rehabilitation, and has a negative result on a return to duty drug and/or alcohol test(s). In addition, the employee may also be required to undergo follow-up testing as outlined in this policy.

The employee will be placed on a paid administrative leave from the time they are required to undergo testing until such time testing, or any requested confirmation tests are completed. The employee may use any available leave balances to cover any absences that occur from the time period between completion of confirmation tests until the time the employee is permitted to return to work.

In addition to post-accident tests conducted under the procedures of this policy, the results of a breath or blood test for alcohol or a urine test for the use of prohibited drugs, conducted by Federal, State, or local officials having independent authority for conducting such tests, are considered to meet this policy's post-accident testing. For the enforcement of this policy, the City will use the results of such tests when available. No additional confirmation tests are required under this policy. The City will notify the employee that under this policy they have the option of undergoing an additional drug test within 32 hours of the incident if they choose. Procedures for conducting this second test will be in accordance with this policy.

The City will provide employees covered by this policy with all the necessary post-accident information, procedures and instructions so that all covered employees will be able to comply with the requirements of this policy.

Reasonable Suspicion: Conducted when a trained supervisor or manager observes behavior or appearance which is characteristic of alcohol or drug misuse.

An employee may be referred for drug and/or alcohol testing only by a trained supervisor or manager who observes, first hand, specific, articulable and contemporaneous behavior such as appearance, speech or body odors that are characteristic of alcohol or drug misuse. Co-workers or other employees may report a behavior that causes concerns, but employees will only be sent for testing based on first hand observations of a trained supervisor or manager.

The supervisor will complete an observation of behavior checklist as part of any referral for reasonable suspicion testing. Use of this checklist will be reviewed during the training for supervisors and managers in the recognition and detection of signs and symptoms of alcohol and drug misuse.

The supervisor or manager who has reasonable suspicion that the observed behavior or appearance of an employee is characteristic of alcohol or drug misuse will take the employee aside to a private area, express their observations, and require (or order, in the case of police and fire personnel) that the employee submit to a drug and/or alcohol test in accordance with City policy. Prior to beginning a discussion with the employee about the observed behavior, the supervisor or manager will inform the employee of their right to have union representation present during the meeting. Employee requests for representation will be honored to the extent that honoring the request would not unreasonably delay testing.

Employees who are required to be tested because of reasonable suspicion are required to report immediately to the specimen collection and/or testing site. The supervisor or manager will arrange transportation for the employee to the specimen collection/testing site and to the employee's place of residence.

If required specimens are not collected or if required tests are not administered within 8 hours (for alcohol) and within 32 hours (for drug), the manager or supervisor will document the reasons for not collecting the specimens or administering the tests and will discontinue the efforts to test the employee.

If the employee exhibits behavior that gives cause for reasonable suspicion testing referral for alcohol misuse, in spite of an inability to immediately test, the employee will not be permitted to complete their shift. Employees who are not permitted to complete a work shift under this policy will be placed on paid administrative leave as described below.

If an employee has a positive drug test or a breath test indicating an alcohol level of 0.04 or greater, the employee cannot return to work until they have been evaluated by a substance abuse professional, complied with recommended rehabilitation, and has a negative result on a return to duty drug and/or alcohol test(s). In addition, the employee may also be required to undergo follow-up testing as outlined in this policy.

The employee will be placed on a paid administrative leave from the time they are required to undergo testing until such time testing, or any requested confirmation tests are completed. The employee may use any available leave balances to cover any absences that occur from the time period between completion of confirmation tests until the time the employee is permitted to return to work.

Voluntary Testing: An employee may voluntarily submit to drug or alcohol testing upon agreement of the City. The City will not suggest such voluntary testing or coerce employees into such testing. Results of voluntary tests will be disclosed only to the employee who

submitted to the test. Employees who voluntarily test, or who voluntarily go through substance abuse treatment programs, will not be required to undergo random testing as a result of their voluntary actions.

Return to work and follow-up: Conducted when an employee is returning to work after having violated this policy by testing positive for drugs and/or demonstrating prohibited alcohol conduct.

Before returning to work, an employee who has violated this policy is required to submit to an alcohol and/or drug test.

After returning to work, additional follow-up testing may be required. The number, frequency, and type (drug and/or alcohol) of follow-up testing will be directed by the employee's substance abuse professional. When required by the SAP, follow-up testing will consist of at least six tests in the first twelve months after returning to work. Follow-up testing may be extended for no longer than sixty (60) months following return to work, as recommended by the SAP.

An employee subject to these requirements must test negative for alcohol and/or drug misuse under the tolerances established in this policy.

If the alcohol or drug test is positive for an employee they will be referred to the substance abuse professional who is guiding rehabilitation. The City will follow the recommendations of the SAP, and consider the SAP's evaluation of the employee in determining any corrective action. If an employee tests positive on any follow-up tests the employee will be subject to corrective action up to and including termination.

Training and Education

Employee education and supervisor training are essential parts of this policy and program. All existing and new employees will receive information on the impact of drug and alcohol use and will receive information on resources for assistance. Supervisors will receive this same training, as well as additional training in the recognition and detection of signs and symptoms of alcohol and drug misuse. Supervisors will not be permitted to make reasonable suspicion testing referrals unless they have completed such training. In addition, the City will make this same training available to union representatives in an effort to keep them up to date and educated in this area.

Treatment – Employee Assistance Program

The City will support treatment efforts for regular/probationary employees with drug/alcohol problems who, prior to official discovery, voluntarily seek assistance. When an employee under this policy for the first time, voluntarily seeks assistance, they will immediately be granted a leave of absence in accordance with the applicable employment policies.

Discipline and Rehabilitation

An employee whose alcohol or drug test yields a verified positive result for any concentration of a controlled substance that is prohibited by law and/or under this policy will be required to submit to an evaluation for substance abuse at a facility designated by the City or the City's employee assistance program (EAP).

An employee who violates any element of this policy may be subject to discipline in accordance with applicable City policies, procedures, and collective bargaining agreements provided that an employee who violates any prohibition of this policy will not be disciplined for the first offense if they successfully completes a treatment program and follow-up testing upon return to work. An employee may be subject to discipline for adulterating or falsifying, or attempting to adulterate or falsify, a test sample, or for falsifying or attempting to falsify a test result; and/or for refusing to undergo treatment or rehabilitation as may be recommended by a professional in the field of substance abuse. All employees are required to comply with other City or departmental policies and may be subject to discipline for violation of such policies. No employee shall be disciplined under this policy except for just cause.

Any discipline imposed on an employee covered by a collective bargaining agreement may be subject to the collective bargaining agreement grievance procedure or Civil Service Appeal, if applicable.

The City offers an EAP through a private firm. An employee may seek help directly from the private firm for evaluation of abuse of, addiction to, or dependency upon alcohol or a controlled substance. The private firm may refer the employee to another firm for treatment or rehabilitation. An employee's use of the EAP and referral to another firm for treatment and rehabilitation shall be confidential and shall not be disclosed to the City, unless the SAP determines that the employee is unable to safely perform their employment duties.

An employee who undergoes treatment or rehabilitation under paragraph (d) of this section may use any appropriate leave benefits available to attend treatment or rehabilitation sessions.

An employee who participates in a treatment or rehabilitation program will not be penalized for participation. However, participation in a program will not excuse the employee from compliance with this policy in its entirety or, from fully and acceptably performing all of their employment duties.

Payment for outpatient, inpatient, or any other treatment programs will be covered subject to the terms of the employee's health insurance benefit and/or EAP in effect at the time. However, if an employee requires in-patient detoxification and/or treatment for a substance abuse problem, the city will reimburse the employee for all "co-pay" costs noted under the employee's city-provided insurance plan. This reimbursement will be made if the employee self refers to such treatment program, or if the employee is required to undergo such treatment due to on-the-job substance abuse problems.

This reimbursement shall be available one time only to any employee covered by the policy, whether the associated treatment is due to a self-referral or required referral. If an employee chooses to utilize a substance abuse program, either on an in-patient or out-patient basis that is not covered by the employee's health insurance plan, the city will not reimburse any of the costs associated with that treatment.

An employee who is required to participate in a treatment or rehabilitation program may, upon successful completion of such program, be randomly re-tested for alcohol and/or controlled substance abuse for a period of up to sixty (60) months upon the recommendation of the SAP, following completion of the program. Positive test results during this period may be grounds for discipline up to and including termination

An employee who successfully completes a treatment or rehabilitation program shall be returned to their regular duty assignment. Thirty-six (36) months following the completion of a treatment program, if the employee has had no further positive testing or other alcohol or substance abuse related incidents, the employee's personnel file shall be purged of any reference to their drug and/or alcohol problem.

RESPONSIBILITY ASSIGNMENTS

Human Resources and Risk Services

- Manage the alcohol and controlled substance testing program.
- Ensure all testing and collection procedures are in compliance with federal regulations.
- Maintain all documentation regarding any positive test results in a locked file cabinet in HRRS.
- Provide sole source communication on drug and/or alcohol issues and provide information on employee assistance program and available assistance resources.
- Provide mandatory training for managers and supervisors and offer the same training to union representatives.
- Take every reasonable measure to safeguard the privacy of an employee in connection with this policy. Maintain the confidentiality of an employee who voluntarily requests assistance in dealing with chemical dependency.

Managers and Supervisors

- Assist employees with chemical dependency problems who are seeking help and support recovery efforts.
- Attend training programs on detecting substance abuse and the administration of the City of Vancouver Substance Abuse Policy.
- Adhere strictly, at all management levels, to the policies and procedures established for drug and alcohol testing.
- Require an employee to submit to drug testing when there is reasonable suspicion to believe the employee has used alcohol and/or a controlled substance in a way which violates the law and/or this policy.
- Work with HRRS and Law Departments to understand the employee's rights and the assistance resources available if they are identified as being chemically dependent.
- Take every reasonable measure to safeguard the privacy of an employee in connection with this policy. Maintain the confidentiality of an employee who voluntarily requests assistance in dealing with chemical dependency.

Employees

- Know that employee consumption of alcohol and/or controlled substances (other than medications prescribed by a physician) on City premises is prohibited at all times; and is prohibited off City premises during normal break periods if the employee is scheduled to return to work.
- An employee shall notify their manager or supervisor and HRRS within five (5) calendar days after a conviction for a violation of any criminal drug or alcohol statute if (a) the violation occurred in the employee's workplace or during the employee's work shift, (b) the conviction results or may result in the loss of driving privileges for any period of time, (c) the conviction otherwise adversely affects the employee's ability to perform employment duties, or (d) if the conviction may result in time lost from work.
- Promptly comply with an order to submit to a urine and/or breath test for alcohol and/or controlled substances pursuant to this policy.
- Support the City's commitment to maintain a drug-free work place by reporting any violation of the Substance Abuse Policy to their supervisor, manager, or to HRRS.

4892-0112-6491, v. 7

AGREEMENT

By and Between City of Vancouver

and

And

IAFF Local 452 – Suppression Personnel



January 1, **2020**2023 – December 31, **2022**2025

~~IAFF Local 452 – Suppression 2020-2022 Agreement~~

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IAFF LOCAL 452 AGREEMENT

The City of Vancouver and the Union, IAFF Local 452, recognize that the public interest requires the efficient and uninterrupted performance of Fire Department services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to that objective. This agreement is an attempt to put in writing wages, hours and other conditions of employment. The City of Vancouver and the Union agree that changes in those areas addressed by this document shall occur pursuant to RCW 41.56.

The City of Vancouver and the Union agree that the provisions of this agreement shall be applied equally to all employees covered hereby without regard to age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, the presence of any physical, mental or sensory disability, or perceived or actual sexual orientation, or any other criteria established by state or federal statutes, rules or regulations, unless such would prohibit performance of a qualifications standard that is job related and consistent with business necessity or necessary to prevent a direct threat to health and safety. NOTE: Chief = Chief or Designee.

ARTICLE 1 – 1. Union Representation

- 1.1 The employer recognizes the Union (Local 452) as the exclusive bargaining agent for all captains, engineers and firefighters.
- 1.2 The employer and the union agree that questions of union representation that may arise shall be resolved in accord with rules of the Washington State Public Employment Relations Commission (PERC) and in accord with local, state or national statutes and rules.

ARTICLE 2 – 2. Rights of Management

The right to manage the municipal corporation is vested exclusively in the employer and such right includes, but is not necessarily limited, ~~to~~ to the right to organize, schedule hours, staff, assign work and direct the work force; to set standards of service to be offered to the public; to introduce any and all new, improved and automatic methods or equipment in order to improve efficiency and to reduce costs, and to assign employees within the bargaining unit in accordance with such improvements and cost reduction methods, provided that safe working conditions are maintained; to ~~take other disciplinary action for reasonable or just cause in accordance with Civil Service rules and regulations~~ discipline or discharge employees for just cause (except that new-hire probationary employees are at-will employees until they have completed their initial probationary period); to take action as may be necessary in emergencies (i.e., natural disasters or catastrophes); and to make and enforce rules and regulations. Except as specifically modified by or treated in this agreement, all policies, matters, questions and terms affecting unit employees in their employment relations with the employer shall be governed by such rules, ~~axioms, administrative guidelines,~~ policies, and procedures as the employer, from time to time, may implement. ~~The employer agrees that the union will have an opportunity prior to implementation to provide comments and suggestions concerning the new departmental rules and regulations~~ (subject to the provisions of Article 13).

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ARTICLE 3 – 3-Union Security

- 3.1 Members of the bargaining unit who join the Union may authorize deduction for payments, of dues and other fees, as provided in this Article. Members of the bargaining unit who do not join the Union may choose to voluntarily make a payment in lieu of dues as provided in this Article. However, any member of the bargaining unit who does not join the Union shall have no rights to benefits provided to Union members (other than the benefits provided under this Agreement and City Policy) and shall have no right to vote or participate otherwise in Union meetings. Employees desiring to become, and/or remain, a member of the Union shall advise the ~~employer~~Union with an "opt-in" letter provided by the Union that authorizes the deduction of payments, of dues and other fees, from the wages of employees who have chosen to "opt-in" and forward those payments, of dues and other fees, to the Union each month. Conversely, those who chose to "opt-out" of Union membership shall advise the ~~employer~~Union in the same manner. Deduction of payments in lieu of dues and other fees from non-members of the Union within the bargaining unit shall only be made upon written authorization freely given which clearly and affirmatively consents to the deduction of the payment in lieu of Union dues. Upon receipt of notification by the Union of authorization for deduction of payments as provided for in this Article, the employer shall begin deductions effective the pay period in which the notification occurs. Amounts deducted from both members and non-members shall be forwarded to the Union each month.
- 3.2 ~~3.2~~ In the event an employee covered by the bargaining unit notifies the ~~Employer~~Union that ~~he or she~~they no longer ~~wishes~~wish to have dues or fees deducted from their pay, the ~~Employer shall notify the Union of the notification within five (5) working days.~~Union will provide written notice to the Employer. The Employer will discontinue withholding dues no later than the second payroll, after the City's receipt of written notice from the Union.
- 3.3 ~~3.3~~ The fire department shall establish a seniority list of all employees covered by this agreement and it shall be kept up-to-date on an electronic bulletin board or such medium available to all personnel. Any objections to the seniority list, as posted, shall be reported to the ~~fire chief or his/her~~Fire Chief or designee and corrected ~~by him/her~~ if found to be in error.
- 3.4 ~~3.4~~ The ~~union~~Union shall indemnify and hold harmless the employer against any and all claims, suits, judgments or liability arising from this Article for actions taken by the City in good faith.

ARTICLE 4 – 4-Union Representatives and Union Activities

- 4.1 The union shall inform the employer in writing of the names of its officers who are accredited to represent it, which information shall be kept up-to-date at all times. Only persons so designated will be accepted by the employer as representatives of the union.
- 4.2 Union activities shall not interfere with the day-to-day activities of the fire department. The City does not condone but will allow ~~deminimis~~de minimis use of City owned resources in the performance of union activity only to the service levels and access

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points determined to be appropriate for City owned resources by the Information Technology Department at that specific moment in time. The City recognizes the union's business need to communicate to the membership utilizing the City's email system and will maintain an email "group" for such purposes.

- 4.3 New employees will be given an orientation class during the first month of employment, not to exceed two hours in duration, regarding the bargaining agreement and union membership. Such orientation will be given by an accredited officer of the union.
- 4.4 Employees who are union officials or designated representatives shall be granted time off without suffering a loss of pay for investigation of grievances as approved by the ~~chief~~Chief of the department or ~~his/her~~ designee.
- 4.5 Union representatives shall be granted time off with pay for conducting union business provided that the total scheduled time off for such representatives shall not exceed one hundred forty-four (144) hours per year collectively. Union leave shall utilize the same request and approval process as other forms of scheduled leave.

During any year that the Employer and the Union open negotiations on a new labor agreement due to the fact that the agreement is expiring, the number of hours shall not exceed two hundred four (204). The Employer and the Union will work together to arrange shifts allowing union representatives to attend negotiation sessions without causing the need for hire backs.

Employees may be relocated to facilitate union meetings so long as normal staffing is maintained at all stations.

ARTICLE 5 – 5. Work Week, Hours of Work, Shifts

- 5.1 Management has the right to schedule hours of work, shift assignments, and days off.
- 5.2 Pursuant to Section 7(k) of the Fair Labor Standards Act ("FLSA"), the City has adopted a sixteen (16) day work period for bargaining unit members. For those employees required to work debit days, the City has adopted a thirty-two (32) day Debit Day Cycle, which spans two (2) FLSA work periods.
- 5.3 ~~5.2~~ Emergency Response and Readiness – 24-hour Schedule
 - A. The four-platoon (4-platoon) shift schedule shall be twenty-four (24) hours on, forty-eight (48) hours off, twenty-four (24) hours on, ninety-six (96) hours off, ~~and be established by the employer so that the weekly hours of duty shall average forty-eight (48)~~resulting in four (4) Static Work Days in each FLSA work period, and eight (8) Static Work Days in each Debit Day Cycle. In addition, employees will be assigned one (1) debit day in each Debit Day Cycle (of which there are approximately 11.4 per year). Debit Days will be assigned pursuant to the Annual Work Day Selection and Assignments Policy 500.20. The combination of Static Work Days and Debit Days results in an average of approximately one hundred three (103) shifts or two thousand four hundred fifty-

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eight (2458) hours per year (52 weeks at 47.26 hours per week~~on an annual basis).~~

~~The schedule identified above results in a forty-two (42) hour workweek with approximately ninety-one (91) scheduled Static Work Days.~~

~~To increase to a forty-eight (48) hour workweek, employees shall be assigned to work thirteen (13) Dynamic Work Days pursuant to the Annual Work Day Selection and Assignments Policy. In 2020, fifteen (15) of these days are selected in Bands (increase), and two (2) days are selected as Contractual Work Hour Reduction Days (reduction), equaling a total of thirteen (13) Dynamic Work Days.~~

~~In 2021, employees will select eleven (11) Dynamic Work Days and will be responsible for 2 additional flexible Dynamic Work Days (48 hours) which must be used to work open shifts in a work period in which the firefighter is not already working a Dynamic Work Day. Firefighters who have not used all flexible Dynamic Work Day hours by the last day of the annual staffing cycle will be debited one and one-half (1.5) hours of PDO for each unused hour; provided that firefighters who made themselves available to work an additional shift at least twenty-four (24) times during the year will be debited one (1.0) hour of PDO for each unused flexible Dynamic Work Day hour. Days count for purposes of making oneself available only if the firefighter is in the top five (5) names by seniority for the day; the burden of demonstrating this fact will be on the firefighter. Firefighters who separate from employment during the calendar year and who have not used a prorated portion of their flexible Dynamic Work Day hours will have their PDO accounts reduced by the number of hours owed or, in the absence of adequate PDO hours, will have remaining funds withheld from their final paychecks.—~~

- B. Three (3) meal and two (2) break periods, in addition to regular work periods, will be provided when working twenty-four (24) hour shifts.

5.4 ~~5.3~~ Emergency Response and Readiness – Alternative Schedules

The alternative schedules below may be utilized so long as not less than thirty-eight (38) personnel are daily maintained on ~~the 24/48 schedule~~ a schedule consisting of twenty-four (24) hour shifts; provided this number will increase to fifty-one (51) effective January 1, 2024.

- A. 4-10's. A 4/10 schedule may be utilized by the employer so that the weekly hours of duty shall average forty (40) hours per week within a seven (7) day work schedule, and may be from Sunday through Saturday. The work hours will begin at 0700 and end ~~at 1700~~ at 1700. Schedules will be assigned with consecutive days of work and consecutive days off. One meal and two break

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periods, in addition to regular work periods will be provided when working a 4/10 schedule.

Employees may take paid days off (PDOs) while assigned to this schedule with the approval of their supervisor, outside of the annual bidding process.

~~B. 12/12/24. A 12/12/24 schedule may be utilized by the employer. The shift shall consist of one twelve (12) hour shift, one twelve (12) hour shift and one twenty four hour (24) shift in any combination, during a consecutive three (3) day period, so that the weekly hours of duty shall average forty eight (48) hours per week within a seven (7) day work schedule and may be from Sunday through Saturday. Schedules will be assigned with consecutive days of work and consecutive days off. Two (2) meal and two (2) break periods, in addition to regular work periods, will be provided when working a 12/12/24 schedule. 12/12/24 schedule shall be considered as 24-hour employees where referenced elsewhere in this document unless a distinction is made specifically in that article.~~

~~Employees may take paid days off (PDOs) while assigned to this schedule with the approval of their supervisor, outside of the annual bidding process.~~

~~Response and readiness for alternative schedules and posting~~

1. Definitions:

- a. Point Posting: Positioning of a rescue at a specific geographic location, detached from a station, to provide emergency response during peak demand hours. Point locations will be identified. Rescues will respond from and return to the identified location unless actively responding to a call.

Intent of Point Posting:

The department needs to be able to Point Post to collect response data to determine optimal deployment locations for emergency response planning. The minimum time period needed for collection of data is six (6) months. Point Posting will be limited to six (6) months total in a rolling twelve (12) month calendar, regardless if Point Posting locations are changed (i.e., the calendar does not reset with a change in locations).

If Point Posting is adopted as an operational program versus data collection; a climate controlled alternative will be made available for crews to use during their shift. This may be in the form of a rented store front, mobile job site trailer or other convenience the department finds that meets the conditions of a climate controlled environment. The department will consider climate controlled alternatives when analyzing potential Point Posting locations to be used during data collection.

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- b. Zone Posting: Positioning of a rescue in a broad geographical location, detached from a station, with pre-identified boundaries during peak demand hours. Zones will be identified and rescues will be allowed to move freely within the zones while waiting for call assignments. Zone posting will allow for access to public facilities and other private establishments during the shift hours.
- c. Station Based: Positioning of a rescue at a fire station during peak demand hours. This may be the Rescues assigned station or another station.

2. Scheduling:

- a Point Posting: 4/10s with consecutive days of the week identified as work days.
- b Zone Posting: 4/10s with consecutive days of the week identified as work days.
- c Station Based: ~~12/12/24~~ or 4/10s with consecutive days of the week identified as work days.

B ~~C~~. All members on an assignment on an apparatus utilizing the emergency response and readiness alternative schedule will be given a five percent (5%) pay increase for the term of the assignment regardless of whether the assignment was voluntary or compelled. This premium will not apply to members performing fill-in or overtime work due to the absence of a member who is regularly assigned to an apparatus utilizing the emergency response and readiness alternative schedule.

5.5 ~~5.4~~ Assignment and Transfer from and to a 4/10 ~~or 12/12/24~~ Schedule.

- A. Assignments to the Rescue Assignment will be first by those who desire to fill the vacancy and meet the qualifications for the position. If no employee willingly accepts the position, selection will be made based upon the employee with the least non-probationary seniority within the position per the Annual Work Day Selection and Assignments Policy 500.20. Except when necessary to replace a departing member or a member who is medically unable to fulfill a Rescue Assignment, ~~beginning in 2021~~ all Rescue Assignments will be for a complete Annual Staffing Cycle.
- B. Members of the Rescue Assignment may exchange shifts per Section 5.5.
- C. Members on the Rescue Assignment (whether bid or compelled) will not participate in the annual PDO selection process applicable to those working 24-hour shifts. These members will select PDO in the manner identified in the Paid Days Off and (during 2003) Comp Time Selection Policy 500.22.

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- 5.6 ~~5.5~~ Employees shall be allowed to exchange shifts with each other so long as such exchanges do not interfere with the day-to-day operations of the fire department, and these exchanges shall be approved pursuant to the Shift Trades Policy 500.24.

Employees shall not work more than ~~seventy-two~~ninety-six (~~72~~96) hours in any ~~eighty-four~~one hundred eight (~~84~~108) hour work period. In any consecutive ~~eighty-four~~one hundred eight (~~84~~108) hour work period an employee must have no less than twelve (12) hours of consecutive off duty time.

The Union and the Administration mutually agree that if an employee is fatigued to the point of being unsafe, as determined by the supervisor, said employee may be relieved of duty earlier than the ~~seventy-two~~ninety-six (~~72~~96) hours.

5.7 ~~5.6~~ New Hire ~~and Retraining~~ Schedule

- A. Newly hired firefighters will initially be scheduled on 40-hour work week for up to six (6) months for orientation and training. This work week may be flexible depending on training needs, specifically for EMT classes and/or offsite recruit school training. Schedules requiring an employee to work outside a normal 5-8's or 4/10 schedule will require thirty (30) days' notice.
- B. Probationary employees shall not miss scheduled training nor owe or be owed more than twenty-four (24) hours trade time.

5.8 ~~G. Retraining Schedule.~~ Any employee who fails to pass the most recent department knowledge and skills assessment or repeatedly fails to perform specific skills to the level required in the VFD training manual may be scheduled on a 40-hour work week for up to three (3) weeks for retraining. Each employee will be allowed two (2) attempts to pass all phases of the test or perform the required skill(s) before being assigned to a 40-hour work week. Upon such failure, the employee will be immediately removed from duty and placed on administrative leave until the beginning of the retraining period. The employee may appeal the relevancy of the knowledge and skills assessment to the Training Division Chief, and thereafter to the Deputy Chief or Chief. Such appeal shall not be subject to the grievance procedure.

5.9 ~~5.7~~ Administrative Assignment Schedules

- A. An employee may be placed on a 40-hour per week schedule on a temporary basis for administrative assignments by mutual agreement between employee and employer. The hours of work for 40-hour per week administrative employees shall be 0800 to 1700 hours, Monday through Friday. One meal period and two break periods shall be provided by the employer within the employee's scheduled work day. Alternative work schedules may be instituted only by mutual agreement of the employer and the employee.
- B. Employees may take paid days off (PDOs) while on a 40-hour per week schedule with the approval of their supervisor. This 40-hour per week schedule will not interfere with approved pre-scheduled PDOs. Any probationary employee (new hire or promotional) will not be subject to administrative assignments on a 40-hour work week basis. If an administrative assignment is

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compelled by management, the compelled party will be given a five percent (5%) pay adjustment.

- C. Administrative assignments shall not exceed two (2) years, with the following exception: An incumbent in an administrative assignment may reapply for a second consecutive term, but the only case in which an employee may serve more than two (2) consecutive terms in the same administrative assignment position will be where there are no other qualified applicants.
- D. The qualifications for any administrative assignment will be provided to the union at least thirty (30) days prior to the selection process.
- E. Probationary captains may be placed on a temporary forty (40) hour work week for up to three (3) weeks for training and orientation.
- F. Training Captain assignments will be made as outlined in AG #500.5 and are not subject to the terms of the Article.

5.10 ~~5.8~~ Leave Accruals for 40-hour Per Week Assignments

Employees working a 40-hour per week schedule, including light duty, for thirty (30) days or more shall, for the purposes of leave accrual and holidays, be treated as follows: (Assignments as Recruit-Academy instructors are not subject to this clause)

G. PDO/Sick Leave Accrual. At the time a 40-hour assignment reaches thirty (30) days, the employee will begin accruing PDO and sick leave at the applicable 40-hour rate.

~~A. PDO/STD~~

~~1. 12/12/24 — The same as the four platoon schedule, as outlined in Appendix A.~~

H. ~~2. PDO and STD Accruals —~~ Sick Leave Balances. At the time a 40-hour assignment reaches thirty (30) days, ~~their~~ leave accruals will be ~~treated as follows:~~ converted by multiplying the applicable leave balance by .846 (Average hours of work on shift schedule divided by forty hours). When returning to a 24-hour shift, leave accruals will be converted by multiplying the applicable leave balance by 1.182 (40 hours divided by the average hours of work on shift schedule).

~~Conversion Factor Equation — Divide the work week hours that the employee is going in to by the work week hours they are leaving.~~ For example, on PDO:

~~24-hour shift employee, working a forty-eight (48) hour workweek, with twelve (12) years of service and a balance of 650 hours.~~

Conversion to 40-hour accrual maximum:

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650 times ~~.833846~~ equals ~~541.45549.90~~ hours. This is ~~his/her~~the new balance. ~~He/she~~The employee works the 40-hour schedule for four (4) months, accruing at ~~22.8523.69~~ hours per month, bringing ~~his/her~~their balance to ~~632.85644.66~~ hours. ~~He/she~~They then ~~returns~~return to a 24-hour shift schedule.

Conversion to 24-hour accrual maximum:

~~632.85644.66~~ times ~~1.21.182~~ equals ~~759.42761.99~~ hours. This is ~~his/her~~the new balance.

Once the administrative assignment ends, the employee's PDO and ~~STD~~sick leave balances shall be converted back to that of a 24-hour shift employee (see example above). Partial months of administrative assignment shall be prorated on a daily basis for purposes of PDO and ~~STD~~sick leave accruals.

L ~~B.~~ Holidays

1. Four-platoon shift employees working a 40-hour work week on administrative assignment shall be allowed holiday leave as outlined in ~~Article~~Section 9.4 during their administrative assignment.
2. Employees working the 4/10 ~~or 12/12/24~~ response and readiness schedule shall be allowed holiday leave as outlined in Article ~~9.59.4~~.

ARTICLE 6 – 6. Productive Hours of Work

6.1 Productive hours of work are, ~~0800~~ to 1700, with exercised discretion of the Company Officer.

- A. Except in an emergency situation, the City will notify the Union in advance when working outside these productive work hours.
- B. If crews are required to work outside the productive work hours, they will be given an equal amount of standby time during normal productive work hours on that day.
- C. Requiring work outside productive work hours should be an exception for training, events, or other items that cannot be completed during normal productive work hours.

D. On Saturday and Sunday four continuous (4) hours will be used as time to perform activities such as company and individual training, catch up on memos and communications, PA's, or as otherwise determined by the company officer.

E. On each day 0700-0800 is reserved for apparatus checks, morning meal and travel to assigned work beginning at 0800.

ARTICLE 7 – 7. Leave Time

7.1 Paid ~~Shifts~~Days Off.

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- A. Each ~~24-hour shift~~ employee shall ~~be granted~~ “accrue paid ~~shifts~~days off “PDO” each year in compensation for vacation, holidays, sickness and personal business time off. The ~~24-hour shift employee shall accumulate “paid shifts off” in accordance with~~ accrual rates for employees working 24-hour shifts and employees working 40-hour per week schedules are described in Appendix A of this ~~document. Paid shifts off~~ Agreement. PDO will be scheduled according to departmental policies and procedures. ~~The City recognizes, however, that the number of employees allowed to take vacation on any given shift is a mandatory subject of bargaining. The process to determine the number of employees allowed to take PDO on any given day is outlined in the Paid Days Off and Comp Time Selection Policy and Use for Response Personnel. These limits do not include battalion chiefs or any personnel who regularly work a 40-hour work week. including Policy 500.22.~~
- ~~B. Each 40-hour per week shift employee shall be granted “paid days off” each year in compensation for vacation, sickness, and personal business time off. See Article 9, below, regarding holidays. The 40-hour per week personnel shall accumulate “paid days off” in accordance with Appendix A of this document.~~
- B. At the end of the PDO Bidding process (Ref. Policy 500.22) any unclaimed vacation slots will remain open until one week prior to the date. Vacation scheduled within one week of the requested date may still be approved at the discretion of the Chief or designee. Furthermore, effective January 1, 2024, employees may use annually a maximum of ninety-six (96) hours of their accrued PDO in circumstances that exceed the number of allowable leave slots subject to the following conditions:
3. The member must secure a substitute willing and available to work overtime for the hours of leave use. Substitutes will be permitted on a rank-for-rank basis.
 4. The PDO bank for the member taking leave will be debited on an hour-for-hour basis.
 5. The substitute member will be added to the schedule for the appropriate hours and will be paid at the overtime rate.
- C. Employees may begin using accrued PDO hours as soon as the hours are ~~earned in said~~ deposited into their PDO bank. PDO hours accrued in a pay period cannot be used in the same pay period in which time is earned, i.e., PDO hours accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.
- D. An employee shall be paid for all earned and accrued PDO hours at the employee’s current rate of pay when ~~he/she terminates~~ they terminate employment.

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- E. ~~D.~~ If an employee must leave ~~his/her~~their work assignment due to a personal emergency during ~~his/her~~their shift, ~~he/she~~they will be paid for hours actually on duty during said shift. Such leave shall be charged to the appropriate leave balance and shall require the approval of the shift commander. Emergency leave shall be granted for up to one (1) full shift off to attend to emergencies. When the employee does not have reasonable time to schedule trades, such time off shall be granted with the approval of the Battalion Chief or shift commander, and such time off shall be charged as leave without pay, if there are not sufficient hours in the appropriate leave balance.

~~E. In the event an employee cancels a previously scheduled paid shift off, the shift commander may allow another employee to take that shift as a paid shift off; provided however, those sufficient remaining employees would be on duty to meet safe operating staffing levels as defined by department policy.~~

7.2 ~~Short-Term Disability—LEOFF II Employees~~Sick Leave.

- A. Employees ~~hired after October 1, 1977,~~ shall accrue ~~short-term disability~~sick leave at the following rates:
6. ~~(1)~~ 24 ~~hour and 12/12/24~~-hour employees – the accrual rate shall be twenty (20) hours per month to a maximum accumulation of 1,911 hours.
7. ~~(2)~~ 40-hour employees – the accrual rate shall be 16.32 hours per month to a maximum accumulation of 1,560 hours.
- B. Probationary employees—Probationary employees will begin accruing ~~paid shifts/days off for sickness~~sick leave immediately and may begin using accrued ~~STD~~sick leave hours as soon as the hours are ~~earned in said~~deposited in the employee's bank. ~~STD~~Sick leave hours accrued in a pay period cannot be used in the same pay period in which time is earned, i.e. ~~STD, sick leave~~ hours accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.
- C. ~~Use of this leave is available~~Unless otherwise required by applicable law, sick leave may be used only for ~~illness or injury which requires leave.;~~
1. The employee's own illness or injury;
 2. Pregnancy or childbirth;
 3. Quarantine following exposure to a contagious disease where the employee's presence on the job might jeopardize the health of others.
 4. Care for a family member with an emergency, or a serious health condition as those terms are defined in the FMLA or Washington State Family Care Act (WFCA); and

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5. Health care appointments that cannot be scheduled during non-work hours.

- D. ~~Payoff~~Cashout of Unused ~~Short Term Disability—Any employee who separates~~Sick Leave –Employees who separate from the employer ~~under the following circumstances~~through a LEOFF retirement or due to disability shall be paid a sum equal to twenty percent (20%) ~~his/her~~of their accrued and unused ~~short-term disability~~sick leave.

~~(1) Statutorily eligible for LEOFF retirement~~

- ~~1. 53 years old and 5 years of service; or
2. 50 years old and 20 years of service~~

~~(2) Separates due to a duty disability.~~

7.3 LEOFF-II Time Loss Guarantee (Duty Related)

A. Duty Related Injury Leave

1. In lieu of the statutory supplement described in RCW 41.04.500 et seq., the City will provide a LEOFF supplement to the time loss payments that are received by employees who have suffered on-the-job injuries as follows:

a. ~~(a)~~ The City will provide its supplement by paying the employee's base salary during ~~a period of time loss. The City's supplement will begin on the first date an~~the time periods that are set forth herein. Unless otherwise provided herein, the employee is entitled to time loss benefits under RCW, Title 51 receiving benefits under RCW, Title 51, and shall continue as long as the employee is receiving benefits under RCW, Title 51, up to a maximum of six (6) months from the first date of time loss.

b. ~~(b)~~ Employees receiving the City's time loss supplement must, within ten (10) business days of receipt, sign over to the City all time loss payment checks provided by the City's insurance administrator and/or the State. Time loss will be authorized and administered in accordance with L&I guidelines and/or Title 51.

c. The six (6) month period that the City provides the LEOFF Supplement shall begin on the first day the employees receive the LEOFF Supplement, which as is set forth below may or may not coincide with the payment of time loss.

d. If an employee sees a treatment provider during the three (3) day waiting period (which is defined for the purposes of this Article as the first three (3) days after an employee's date of injury, not including the date of injury) and if the employee is determined to not be able to work as a result of their injury and would not

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ordinarily be entitled to time loss during this period under L&I guidelines and/or Title 51, then the employee will receive the LEOFF Supplement for hours missed on their date of injury and the three (3) day waiting period at their normal base rate. For example: If an employee is injured mid shift on January 1, leaves work early and sees a treatment provider on January 2 who medically restricts the employee from work to January 10, then the employee would receive the LEOFF supplement for the missed hours on January 1, and January 2, 3, & 4, and then a combination of the LEOFF Supplement and time loss for January 5-9, returning to work on January 10. The six (6) month period that the LEOFF Supplement is provided will begin running on January 1.

e. If time loss is paid pursuant to L&I guidelines and/or Title 51 for the three-day waiting period after the date of injury, then the employee will receive the combination of time loss and the LEOFF Supplement for those days. The LEOFF Supplement will be paid for hours missed on the date of injury. For example: If the employee is injured on January 1, sees a doctor on January 2 who takes the employee off work, and the employee is medically restricted from working to January 21, then the employee receives the LEOFF Supplement for any hours missed on the date of injury, and a combination of time loss and the LEOFF Supplement from January 2 through January 20, and returns to work January 21. The six (6) month period that the LEOFF Supplement is provided will begin running on January 1.

f. If an employee does not seek medical treatment until after the three-day waiting period, then any time missed from work on the date of injury and those first three days will be coded using their accrued sick leave. For example: If an employee is injured on January 1, sees a doctor on January 5 who medically restricts the employee from working to January 15, then the employee will receive a combination of the LEOFF Supplement and time loss for January 5 through January 14, returning to work January 15. The employee would need to take accrued sick leave for hours missed on the date of injury and January 2, 3, 4. The six (6) month period that the LEOFF Supplement is provided will begin running on January 5.

2. After ~~this first~~the expiration of the six (6) month period, ~~employees in~~ which the LEOFF supplement provided for herein is provided to an employee, the employee may supplement time loss payments, up to their normal monthly salary, from their available leave accruals.
3. Employee benefits, including the Health Trust contribution, ~~STD~~sick leave, LTD and PDO will continue for the duration of the employee's employment.

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4. In a circumstance of a catastrophic one-time event, where the injury results in an immediate, total and permanent disability where the employee is unable to perform the essential job functions, excluding death, the provisions of a duty related injury shall apply; provided that no employee will receive the supplement described in this section after receiving permanent total disability compensation or pension as referenced in RCW Title 51 if they are unable to work as a firefighter.

B. Off Duty Rescue/Lifesaving Disability

- ~~4.~~ 1. Any employee who is disabled while engaging in a rescue or lifesaving situation, in the Vancouver Fire service area, while off duty, will receive the benefits provided under this article, provided that such situation did not occur while self-employed or in the employ of another where the scope of such employment would potentially involve such actions.
- C. An employee may, for a period of two (2) months following return to active service, draw prospectively upon ~~STD~~sick leave the employee is expected to accumulate, up to a maximum of three days (3) or three work shifts (3), whichever is greater. Any ~~STD~~sick leave drawn prospectively as provided in this subsection, shall be charged against earned ~~STD~~sick leave until such time as the employee has accrued the amount needed to restore the amount used. In the event an employee terminates active service without having restored the ~~STD~~sick leave drawn prospectively, the employer shall deduct the actual cost of any payments made under this subsection from compensation or other money payable to the employee, or otherwise recover such payments. _____

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7.4 Light Duty—~~LEOFF II Employees~~

- A. On-the-Job Light Duty. The employer shall require light duty to be performed by any employee whose injury is the result of an on-the-job injury, subject to the approval of and limitations determined by the employee's treating physician. Light duty may include, but is not limited to, fire inspections. Light duty is not a permanent assignment, and rather is intended to provide a temporary bridge between the time of injury and returning to regular duty.
1. The employer will not require work of the employee which would aggravate the condition for which the employee's duty has been limited.
 2. The light duty assignment shall begin seven (7) calendar days following the employer's receipt of clearance by the employee's doctor unless the employee wishes to begin earlier. Employees retain all contractual rights to which they would otherwise be entitled. A LEOFF-II employee's ~~STD~~sick leave balance shall not be charged for any supplement paid to the employee while performing a light duty assignment.
- B. Off-the-Job Light Duty. For injuries occurring off the job, the employer shall not require that employees return to work on a light duty basis. If employees wish to return to work on a light duty basis, they shall make such request to the Chief. ~~The employer agrees to provide at least five (5) light duty assignments for injuries that occur off the job. Of the five (5) light duty assignments, at least two (2) of the positions will perform~~Chief will determine whether a light duty assignment is available and the work associated with the assignment, which may include fire inspections ~~as the primary focus of the light duty work pursuant to the cross-jurisdictional agreement between the Union and guild representing the Fire Marshal's Office bargaining unit.~~
- ~~(a) Cross-Jurisdictional Agreement~~
- ~~IAFF Local 452 Fire Marshal's Office shall allow IAFF Local 452 Suppression uniformed members to perform cross-jurisdictional fire inspections while on light duty at the direction of the Fire Marshal.~~
- C. Schedule and Pay. All light duty assignments, whether a result of on or off the job injuries, shall be on a 40-hour work week basis. If a 24-hour shift employee is assigned to a 40-hour work week, their pay will be calculated based on a 40-hour work week.
- D. Holidays. 24-hour shift employees working a 40-hour work week on light duty assignment shall be allowed holiday leave as outlined in Article 9 during their light duty assignment.
- E. Leave Accrual. Suppression employees, who continue on light duty for thirty (30) days or more, will have their leave accruals ~~treated as follows:~~converted as described in Section 5.10, and will accrue leave at the rate applicable to their light duty schedule.

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~~Conversion Factor Equation — Divide the work week hours that the employee is going in to, by the work week hours they are leaving. For example on PDO:~~

~~24-hour shift employee, working a forty-eight (48) hour workweek, with twelve (12) years of service, begins administrative assignment on July 1, and has a balance of 650 hours.~~

~~Conversion to 40-hour accrual maximum:-~~

~~650 times .833 equals 541.45 hours. This is his/her new balance on July 1. He/she works the 40-hour schedule for four (4) months, accruing at 22.85 hours per month, bringing his/her balance to 632.85 hours. He/she returns to 24-hour shift schedule on November 1.~~

~~Conversion to 24-hour accrual maximum:-~~

~~632.85 times 1.2 equals 759.42 hours. This is his/her new balance on November 1.~~

~~**STD Accrual (LEOFF II only)** — At thirty (30) days, the employee's STD balance shall be converted to that of a 40-hour per week employee, by multiplying his/her balance by a factor of .833. The employee will then accrue STD at the rate of 16.32 hours per month. Once the light duty assignment ends, the employee's STD balance shall be converted back to that of a 24-hour shift employee, by multiplying his/her balance at the end of the light duty assignment by a factor of 1.20. Partial months of light duty assignment shall be prorated on a daily basis for purposes of STD accrual.~~

ARTICLE 8 – 8. Medical Examinations

8.1 The employer has the right to require medical/physical or psychological examinations by a licensed practitioner of all employees covered by this agreement to assure that they continue to meet the requirements for the position as set forth by the local pension board and/or department rules and regulations. The employer recognizes and respects the employee's right to privacy of personal medical/family history information which is not related to the employee's ability to perform the job. When requiring an examination, the employer shall request only information which is reasonably necessary to determine the employee's ability to perform ~~his/her~~their job, any appropriate restrictions of duties, the likely duration of any such restrictions and the probable date of return to duty. The Chief shall request that the practitioner recommend corrective measures to be taken by the employee to improve the health and/or physical condition which impairs the employee's ability to perform ~~his/her~~their job. The Chief may direct the employee to follow the corrective measures.

8.2 If an employee is required by the employer to have an examination under this ~~article~~Article:

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E. ~~(1)~~ Such examination shall be at the employer's expense.

G. ~~(2)~~ Actual time spent, including travel time, as authorized by the employer, shall be considered work time and paid at time and one-half (1 ½) times the employee's base rate of pay if the examination is on a day in which would otherwise have been a day off.

8.3 If an employee is injured, and the employer requires the employee to be evaluated for fitness for duty prior to returning to work, the evaluating physician will consult with the employee's private physician in the process of making that evaluation.

ARTICLE 9 – 9. Holidays

9.1 The following days are recognized as "legal" paid holidays:

New Year's Day – January 1
Martin Luther King Jr. Day – Third Monday in January*
President's Day – Third Monday in February
Memorial Day – Last Monday in May
Juneteenth – June 19th
Independence Day – July 4
Labor Day – First Monday in September
Veteran's Day – November 11*
Thanksgiving Day – Fourth Thursday in November
Native American Heritage Day (the day immediately following Thanksgiving)
Christmas Day – December 25

**These two holidays are granted only to 40-hour per week personnel.*

9.2 24-hour shift personnel will be granted time off for holidays as specified in 7.1 above.

~~9.3 – Holiday Routine~~

9.3 Holiday Routine. Unless mutually agreed upon by the department and the union, no scheduled training or extraordinary station maintenance shall occur on the following days:

New Year's Day – January 1
President's Day – Third Monday in February
Memorial Day – Last Monday in May
Labor Day – First Monday in September
Thanksgiving Day – Fourth Thursday in November
Christmas Day – December 25

July ~~Fourth~~4th is not included as a holiday for "holiday routine" due to the special nature of events surrounding that day.

9.4 For 40-Hour Week Personnel ~~–~~

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- A. Employees will receive eight (8) hours of holiday pay per occurrence.
- B. ~~a.~~ For employees scheduled for other than an eight (8) hour day, the employee will not be required to work on the holiday, and may choose to either:
 - 1. Utilize PDO or (during 2023) compensatory time to cover the additional hours beyond eight (8); or
 - 2. Work the hours beyond the eight (8) hours of holiday, for which they will be compensated at regular straight-time.
- C. Any of the ~~holiday's in section~~ holidays in Section 9.1 which fall on a calendar Saturday shall be celebrated on the previous Friday; any of the above holidays which fall on a calendar Sunday shall be celebrated on the following Monday.
- D. Any employee who is on authorized sick leave when a holiday occurs will receive the equivalent of eight (8) hours pay for that holiday and will not have ~~his/her~~ their sick leave accrual charged. For employees working other than an eight (8) hour day, the additional hours will be deducted from the employee's ~~STD~~ sick leave bank.
- E. Any employee who is on scheduled and approved vacation when a holiday occurs will receive eight (8) hours pay for that holiday. For employees working other than an eight (8) hour day, the additional hours will be deducted from the employee's PDO bank.
- F. Any 40-hour per week employee who is required to work on one of the actual holidays as specified in Section 9.1 shall be paid double ~~his/her~~ their base rate for the hours worked plus pay for the holiday.
- G. Holidays recognized on a normally scheduled day off the employee will bank eight (8) hours of holiday pay.
 - 3. ~~a.~~ This bank will be paid out at the time they move to a 24-hour shift.
 - 4. ~~b.~~ The employee will have the option to cash out any portion of the holiday bank, annually, during the same timelines of the contractual PDO payout.
- H. New employees working other than an 8-5 schedule will be allowed to utilize accruals as noted in 9.4 (A) to cover any additional time.
- L. ~~a.~~ If there is a ~~In the instance where a~~ holiday ~~is~~ in the new employee's very first pay period, the employee will be allowed to "borrow" the hours from their PDO bank and an adjustment will be made the following pay period.

~~9.5 For Personnel Working 12/12/24 schedules~~

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- a. ~~During recognized holidays, personnel working this schedule will be stationed based and be provided the holiday routine identified in 9.3.~~

ARTICLE 10 – 10. Military Leave

~~The employer abides by the provisions of the laws of the State of Washington, RCW 38.40.060, which stipulates that employees who are members of the National Guard or Federal Reserve military units are entitled to be absent from their duties for a period of up to twenty-one (21) calendar days with pay during each year (October 1 – September 30) while engaged in the performance of ordered military duty and while going to or from such duty.~~

Employees are entitled to paid military Leave as provided by RCW 38.40.060 and unpaid military leave as required by applicable federal law.

~~Twenty-one (21) calendar days for 24-hour personnel is defined as:~~

- ~~• (0001 – 2359 hours) = One (1) calendar day~~
- ~~• Twenty-one (21) calendar days = 10.5 shifts~~
- ~~• One (1) shift = Two (2) days~~

ARTICLE 11 – 11. Other Leaves

- 11.1 All leaves without pay will be handled in compliance with Civil Service Rules and Regulations.
- 11.2 A maximum of five (5) working days, or forty-eight (48) working hours in the case of 24-hour shift employees, bereavement leave shall be allowed when there is a death in an employee's immediate family. "Immediate Family" is defined as spouse, domestic partner, child, mother, father, brother, sister, or step family, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and grandparent, grandchild of the spouse or member of the employee's immediate household. (It is understood that this policy extends to members of a domestic partner's family to the same extent as specified for a spouse above).
- 11.3 Bereavement leave in excess of forty-eight (48) working hours for 24-hour shift employees or forty (40) hours for 40-hour per week employees may be charged to either accrued sick leave balance or ~~paid shifts off~~ PDO with the approval of the Fire Chief or ~~his/her~~ designee.
- 11.4 Family and Medical Leave (FMLA) shall be granted pursuant to the requirements of the Family and Medical Leave Act of 1993, ~~the Washington Family Leave Act~~ and ~~the~~ City of Vancouver policies.

ARTICLE 12 – 12. Rates of Pay

12.1 Forty-Hour (40) Per Week Personnel

The hourly rate of the employee will be ~~his/her~~ their monthly base rate multiplied by twelve (12) months and divided by 2080 hours. This rate multiplied by eight (8) hours will be

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the daily base rate; multiplied by forty (40) hours will be the weekly base rate; and multiplied by 173.3 hours will be the monthly base rate.

12.2 Twenty-Four (24) ~~and 12/12/24~~ Hour Shift Personnel
~~A. Twenty-Four (24) Hour Shift Personnel~~

The hourly rate of the employee will be ~~his/her~~ their semi-monthly base rate multiplied by twenty-four (24) pay periods and divided by ~~2496- hours-~~ two thousand four hundred fifty-eight hours (2458) (52 weeks x 47.26 hours per week). ~~Any time that a 24-hour employee is paid for a period of less than a full month, the reduction in salary for the unpaid period will be computed by placing the employee's semi-monthly salary on an annual basis and dividing this total amount by the annual hours to compute the hourly rate.~~

~~B. 12/12/24 Hour Shift Personnel~~

~~The hourly rate of the employee will be his/her semi-monthly base rate multiplied by twenty-four (24) pay periods and divided by 2496 hours.~~

Any time that a ~~12/12/24~~ 24-hour employee is paid for a period of less than a full month, the reduction in salary for the unpaid period will be computed by placing the employee's semi-monthly salary on an annual basis and dividing this total amount by the annual hours to compute the hourly rate.

12.3 Rates of pay for employees covered by this ~~agreement~~ Agreement and the effective date(s) thereof ~~shall be as~~ are set forth in Appendix ~~G~~ D.

J. Engineers. Effective January 1, 2024, the Department will establish the new rank of Engineer and staff that rank with fifty-six (56) engineers. Promotions will follow a testing/promotional process designed with input from the Local and completed during 2023 prior to Annual Work Day Selection & Assignments (Policy 500.20). Those promoted to Engineer will receive an additional five percent (5%) of top-step firefighter (without competency).

K. A. Captain Pay Structure.

5. During 2023, the Captain steps shall be as follows:

Step 1:	TSFF * 1.10% (110%)
Step 2:	CP1 * 1.05% (approximately 115%)
Step 3:	CP2 * 1.05% (approximately 120%)
Station Captain	CP3 * 1.05% (approximately 125%)
Special Projects	1.05% of current captain step rate

6. Effective January 1, 2024, Step 1 from the 2023 Captain steps will be eliminated, and all Captains currently at Step 1 will move to the new Step 1 below. Captains whose step is changed by virtue of this paragraph will retain their original step increase date.

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<u>Step 1:</u>	<u>TSFF * 1.16 (116%)</u>
<u>Step 2:</u>	<u>CP1 * 1.05</u>
<u>Station Captain</u>	<u>CP2 * 1.05</u>

~~B. For information regarding the history of and transition to the Captain pay structure please refer to Appendix D.~~

7. Effective January 1, 2025, Step 1 will be increased as follows:

<u>Step 1:</u>	<u>TSFF * 1.17 (117%)</u>
<u>Step 2:</u>	<u>CP1 * 1.05</u>
<u>Station Captain</u>	<u>CP2 * 1.05</u>

L. Special Programs. Captains assigned a special program will be paid at one hundred five percent (105%) of their current captain step while working on the project. Firefighters, paramedics or Engineers assigned to a special program will receive a premium of five percent (5%) of top-step firefighter (without competency) while working on the program. For purposes of this paragraph, special programs are as follows:

8. Wellness

9. Peer support

10. CRESA

11. Saws

12. CERT

13. Radios

M. Special Projects. Employees assigned to a special project will be paid at their overtime rate for all hours outside their normal schedule spent working on the project.

12.4 Fire fighters will receive their annual step increases effective on their anniversary date. Captains will receive step increases per the Company Officer program.

12.5 Promotional Increases

At the time of promotion, employees will move to that step in the new range which results in an increase of at least four and two-tenths percent (4.2%). ~~in~~ in no event shall a promoted employee's salary be less than the starting pay of the salary range for the new position, nor in excess of the highest pay of the salary range for the new position.

ARTICLE 13 – ~~13.~~ Policy References

13.1 ~~Promotional Process~~ Interaction Between Policy and the Agreement. This Agreement supersedes specific provisions of City and Department ordinances, policies and rules with which it conflicts. Absent such a conflict, employees will be subject to all City and Department ordinances, policies and rules.

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~~Selection of candidates to be appointed to a promotional position within the bargaining unit shall be from a certified eligibility list created from the examination process as established by the Civil Service Rules and Administrative Guideline ("AG") #500.3. If there are any conflicts between the Civil Service Rules and the Administrative Guideline, AG #500.3 will control.~~

~~13.2 Policy Changes~~

13.2 ~~Any proposed changes~~The City will satisfy any bargaining obligation under RCW 41.56 before making a change to applicable rules, regulations, and/or policies that involve mandatory subjects ~~shall be bargained pursuant to RCW 41.56~~for employees covered by this Agreement.

ARTICLE 14 – ~~14.~~ **Clothing and Bedding**

14.1 At the time of hire, the employer shall provide to all personnel all safety equipment and uniform equipment deemed necessary by the employer.

The employer will provide repair or replacement of the above on an as needed basis, as determined by the employer. When a part of the uniform has been determined to be in need of replacement, the employer will provide the replacement within a reasonable period of time.

14.2 Beds and Bedding

The employer will provide beds and bedding for 24-hour shift personnel. Bedding shall be laundered and/or cleaned as necessary at the expense of the employer. City-owned washer, dryer and supplies will be provided by the employer for use of employees.

ARTICLE 15 – ~~15.~~ **Overtime/Double Time**

15.1 In the event the need for overtime should arise, overtime will be compensated according to the following schedules.

- A. Double time will be paid when predetermined staffing levels are increased to address emergency situations. Such pay shall be for a minimum of two (2) hours.
- B. All other circumstances where overtime is required will be paid at time-and-one-half (1 ½). 40-hour per week employees will be paid time-and-one-half (1 ½) for all time worked:
 - 1. In excess of forty (40) hours per work week; or
 - 2. Outside the employee's normal assigned work schedule.

15.2 Compensatory Time Off.

C. ~~15.2 At~~During 2023, at the employee's option, compensating time off at the applicable premium rate may be accrued in lieu of overtime or callback pay.

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Compensating time off may accumulate not to exceed forty-eight (48) hours. Employees may use a maximum of ninety-six (96) hours of compensating time off in a calendar year.

D. ~~15.3~~ Comp time must be used in a minimum of four (4) hour blocks between the hours of 0800 – 1200 and a minimum of five (5) hour blocks between the hours of 1200 – 1700.

E. Effective January 1, 2024, all overtime will be compensated through overtime pay, and employees will no longer be permitted to opt for compensating time off as an alternative form of compensation. All compensatory time accrued as of December 31, 2023, will be cashed out at the employee's then-applicable rate of pay. Payment will be included in the first payroll period in 2024.

15.3 ~~15.4~~ Employees who work on a normally scheduled PDO shall be compensated as follows:

A. Employees shall be paid at the appropriate rate (overtime or double time) for all hours worked.

B. ~~A.~~ Twenty-four (24) ~~or twelve (12)~~ hours in the case of suppression personnel ~~(based on applicable schedule) or~~ or eight (8) or ten (10) hours, as applicable in the case of 40-hour personnel, shall be deducted from the employee's PDO balance.

C. If the employee chooses to cancel ~~his/her~~ their normally scheduled PDO per department policy and report to work, all hours worked shall be paid at straight time and the employee's PDO balance will not be reduced for that day.

15.4 ~~15.5~~ In the event a bargaining unit member is called into work for overtime and subsequently sent home as not needed, such employee will be paid a minimum of two (2) hours of straight time at the pay rate of that individual.

ARTICLE 16 – ~~16.~~ **Apprentice Program**

16.1 All new employees are required to participate in the apprentice program subject to a one (1) year probation, to include those individuals that are hired from another journeyman department, and must complete all provisions of the program, (as adopted by the Joint Committee) as a condition of employment. If unusual or extraordinary circumstances occur, outside the control of the participant, the Joint Committee will evaluate and determine any exceptions to meeting the requirements.

16.2 Current firefighters, paramedics, and captains will become journeyman through a process developed by the Joint Committee in compliance with JATC (Joint Apprenticeship and Training Committee) requirements and Washington State Law.

16.3 The recruit training academy and EMT will be paid by the employer to include: wages, benefits, and tuition. In addition, if the academy is outside the Vancouver service area the following will also be paid by the employer: mileage, commuting time wages for

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once a week travel to and from the academy, housing, and meals. The City will not pay overtime for any "Related Technical Instructions".

16.4 The City will reimburse the required tuition cost, if a grade of "C" or higher attained, for all "Related Technical Instruction". The apprentice will enroll in on-line training opportunities and perform this coursework during the apprentice work hours. The City will establish a separate reimbursement account separate from the current reimbursement systems. The Joint Committee will regulate the apprentice requirements to assure the apprentice can reasonably meet these requirements.

16.5 Wages for new apprentices will be paid according to the current collective bargaining agreement. Employees hired with JATC credentials shall be compensated at the wage step commensurate to their current level of certification within the JATC system.

16.6 For the purpose of attaining any apprentice training requirements, the productive work hours of apprentices will be extended to 10 pm at night for all assigned shifts. The City will ensure that discretionary time for the apprentice to work on apprentice training requirements will be made available.

16.7 Apprentices may be placed onto a daytime schedule for purposes of mandatory apprentice training requirements without any additional pay or premiums. The City will provide an annual schedule for each apprentice of the training requiring a schedule change prior to vacation selections each year.

16.8 Fire District 5 and the City agree to no longer use volunteers for emergency response delivery. In the event the apprentice program ends, the volunteer program will be reinstated to provide emergency response delivery existing within the scope of the program as it exists at the date of ratification of the November of 2014 Memorandum of Understanding. Outside agencies like the Red Cross and the Trauma Intervention Program (TIP) will continue to operate in support of emergency operations.

16.9 Apprentices will be allowed to work overtime and participate in shift trades in accordance with current policy, practice and pursuant to the parties' collective bargaining agreement. If the City utilizes an external recruit school for initial training, they will maintain a ratio of at least one (1) IAFF 452 instructor to every six (6) recruits (for example: 1-6 recruits, 1 instructor. 7-12 recruits, 2 instructors). The first instructor will be a Captain, and subsequent instructors will be drawn from an established instructor pool of interested IAFF 452 members who may be Captains, Firefighters, or Firefighter Paramedics. The instructor pool will be established by the employer based upon requests of the membership for interested applicants with a subsequent interview process for selection as determined by the employer.

ARTICLE 17 – ~~17~~-EMT Certification

17.1 It shall be a requirement of employment to acquire and maintain a Washington State EMT-B certification.

17.2 The employer will provide the training necessary to maintain EMT-B certification.

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- 17.3 No employee shall be terminated due to a temporary loss of ~~his/her~~their EMT-B certification.

ARTICLE 18 – ~~18. PLACEHOLDER~~Performance Evaluations

Employees will be given the opportunity to read and contribute information to any formal evaluations of their performance that are conducted by the City before any such evaluation is placed into their personnel file. Employees will also have the right to submit a written rebuttal to any performance evaluation and to have that rebuttal placed in their personnel file along with the evaluation.

ARTICLE 19 – ~~19. Specialty Pay~~

- 19.1 Specialty pay will apply to the following assignments:

- A. Hazmat
- B. Tech Rescue
- C. Marine
 - 1. Deckhand or Officer – Technician Level
 - 2. Marine Captain – Technician Level
 - 3. Lead Marine Captain – Lead Level
 - 4. Marine Pilot – Marine Pilot Level
 - 5. Lead Marine Pilot – Lead Marine Pilot
 - 6. Marine Coordinator – Coordinator Level
- D. Shipboard
 - 1. Shipboard Firefighter – Technician Level
 - 2. Shipboard Firefighter Team Leader – Lead Level
- E. SCBA-Technician Level
 - ~~1. When in an SCBA specialty, the specialty pay will end if the employee is not assigned to a SCBA station for more than one month.~~
 - 1. ~~2.~~ The employer may choose to end SCBA assignments and contract out for such repairs at any time.
- F. PIO - Team Lead Level

- 19.2 Specialty Pay shall be at the following monthly percentages:

Specialty Pay 1 (Trainee)	1.1% of base pay
Specialty Pay 2 (Technician)	2.2% of base pay
Specialty Pay 3 (Team Lead/ Coordinator)	3.6% of base pay
Specialty Pay 4 (Coordinator)	5.0% of base pay

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Specialty Pay 5 (Marine Pilot)	7.0% of base pay
Specialty Pay 6 (Lead Marine Pilot)	8.4% of base pay

- 19.3 Assignment to any specialty will be by mutual agreement of the parties, and any assignment may be ended by the employer at any time.
- 19.4 Specialty Pay (SP) amounts are not cumulative. For example, a firefighter at SP 3 level shall not receive specialty pay for the SP 1 and 2 levels. ~~He/she~~ They shall only receive specialty pay at the SP 3 level.
- 19.5 To receive Specialty Pay under this contract, an employee must have prior approval of the Chief. Special Operations teams personnel shall adhere to all rules, regulations, policies, and training standards established by the City and the Vancouver Fire Department.
- 19.6 Only one specialty assignment will be allowed per person; ~~provided that, unless~~ the Fire Chief ~~may permit one or more employees to combine the PIO or Shipboard-Firefighting~~ approves one specialty assignment to double up with another specialty ~~if necessary to fill vacancies. Employees, Legacy employees~~ who have two specialties assigned as of ~~1-1-2020 will be grandfathered~~ January 1, 2023, will be permitted to retain both specialties until one or both of their specialty assignments end.

ARTICLE 20 – 20. Paramedics

- 20.1 ~~Effective January 1, 2020, employees~~ Employees who are assigned by the Chief or designee as paramedics shall be compensated as follows:
- A. Fifteen percent (15%) of the top step firefighter (without competency) salary shall be added to the monthly base wage of Firefighter Paramedics.
 - B. ~~Ten~~ During 2023, ten percent (10%) of the top step firefighter (without competency) salary shall be added to the monthly base wage of Captain Paramedics. Effective January 1, 2024, the Captain Paramedic rank will be eliminated as described in Section 20.6.A and Captains maintaining their paramedic certification will be compensated as described in Section 20.6.B below.
- 20.2 There are ~~three~~ two distinct classifications of paramedic-certified employees, as follows:
- A. Those who became paramedics before January 2, 1995.
 - B. Those who became paramedics ~~between~~ after January 2, 1995 ~~and December 30, 1995.~~
 - ~~C. Those who became paramedics after December 30, 1995.~~
- 20.3 To decertify, the paramedic employee must notify the Fire Chief in writing, and they must take the necessary steps to ensure they transition directly from paramedic to EMT-B.

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- A. Those in classification A may decertify provided it does not cause the Department to drop below 17 paramedics. Such requests shall be approved on a first-come, first-served basis.
- ~~B. Those in classification B may decertify once the Department has appointed (through hiring or classification change) another paramedic to fill the paramedic vacancy they would create. Such requests shall be approved in seniority order based on length of service as a paramedic in this Department.~~
- B. ~~C.~~ Those in classification ~~C~~B may request to decertify and the City may allow them to decertify once the Department has appointed another paramedic to fill the paramedic vacancy they would create. Such requests shall be approved in seniority order based on length of service as a paramedic in this Department.
- 20.4 No employee shall be terminated due to a temporary loss of ~~his/her~~their paramedic certification.
- 20.5 ~~Minimum~~For 2023, minimum staffing for paramedics for leave selections will be eleven (11). Effective January 1, 2024, minimum staffing for paramedics for leave selection will be seventeen (17).
- 20.6 Captain Paramedic (PM) Classification Phase-Out
- A. ~~Current Captain Paramedics have the option to decertify as a PM. Pay~~Effective January 1, 2024, the Captain Paramedic rank will be eliminated. Those captains who held the Captain Paramedic rank as of December 31, 2023, will be red circled at their current rate of pay (Captain Paramedic (step and years of service) ~~rate~~ until such time as the appropriate ~~declassified~~ Captain (step and years of service) rate is greater than their ~~current Captain Paramedic~~red-circled rate.
- B. Effective January 1, 2024, three (3.0%) of the top step firefighter (without competency) salary will be added to the monthly base wage of captains who maintain their paramedic certification. The Department will continue to pay for the educational requirements necessary for Captains with medic certification to keep their paramedic certification. Such captains will mentor current paramedics, evaluate probationary paramedics (who have been cleared to and may act as a primary paramedic on an emergency scene), and may act themselves as a paramedic on an emergency scene. Except as provided in paragraph D below, Captains with paramedic certification will not have paramedic duties as their primary role and will not be considered paramedics for minimum staffing purposes.
- ~~1. Must give one (1) year notice by July 1 or January 1 effective same date following year.~~
- ~~2. The City will allow three (3) per six (6) month period to decertify as a PM.~~

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- a. ~~In the event more than three (3) Captains desire to decertify in the same six (6) month period, seniority within the Captain rank will determine which three will be allowed to decertify.~~
- B. ~~Paramedics hired prior to January 1, 2017 or members approved to become paramedics prior to January 1, 2017 may decertify as a PM when promoted; or are grandfathered and the above language will apply.~~
- C. Paramedics ~~hired~~promoted after January 1, ~~2017 must~~2023, will not be required to decertify ~~as a PM~~ when promoted to Captain.
- D. Effective January 1, 2024, if a Captain who has maintained paramedic certification voluntarily accepts a request from the Department to serve as a primary paramedic, the Captain will receive an additional twelve percent (12%) of the top step firefighter rate (without competency) for all hours worked as a primary paramedic. This premium will be paid in addition to the three percent (3%) certification pay described in Paragraph B above.

ARTICLE 21 – 21. Vacancies and Working Out of Classification

- 21.1 ~~It is the intent of the employer to budget officer positions and to fill them~~The Department has the authority to appoint acting officers or engineers as required, to provide the level of supervision determined by the City to be necessary and consistent with the safety of personnel and citizens as well as service to the community. ~~Therefore, it is the intent of the employer that any to make~~ work by any member of the unit in a job classification other than ~~his~~their assigned job classification ~~would be an exception, except in circumstances where officers are utilizing benefit accruals or coverage for administrative~~ to the expectation that positions in the bargaining unit will normally be filled by the rank prescribed by the employer's minimum staffing requirements. The Department will make reasonable efforts to fill short-term vacancies (those expected to last thirty (30) days or less) with voluntary overtime before making an out-of-class assignment. If mandatory overtime becomes necessary to meet minimum staffing requirements, such assignments will be made on a rank-for-rank basis. In the event that the same position must be consistently filled by temporary appointment, ~~contrary to the intent of the parties,~~ the employer and the union will meet to discuss resolution of the issues.
- 21.2 To be eligible for an out-of-class assignment, the employee must have passed the most recent promotional examination for the classification for which the acting assignment is classified and have completed the required sections of the position task book.
- ~~21.2 Within the context of the above statement of intent, the following is specifically agreed to by the parties hereto:~~
- 21.3 For out-of-class assignments lasting less than thirty (30) calendar days, the shift commander will appoint the person they deem most qualified, giving priority to eligible employees within a designated platoon (i.e., shift). Out-of-class assignments expected to last thirty (30) calendar days or longer will be filled through a temporary acting appointment made by the Fire Chief or designee from among the top three (3)

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candidates on the current promotional list for the classification or, if fewer than three (3) candidates remain on the list, from those that remain.

~~A. The employer will create and fill sufficient officer positions to provide departmental supervision. The employer will provide an officer or "Out of Class, Acting, or Temporary "Officer" to each engine and truck company at all times. However, in no case will the employer schedule more than four (4) non-regular officers to duty as company officers on engines and trucks.~~

~~1. This maximum does not apply from 0700-0800.~~

~~2. No individual will be compelled to work Out of Class unless they have been qualified to do so (except for compelled rescue assignments).~~

~~3. To be eligible for an Out of Class assignment after January 1, 2018, the Captain Out of Class Task Book will be required to be completed before working out of class.~~

~~4. On a daily basis, if overtime is necessary, it will first be offered to fill open Captain vacancies; even if the result is movement of a regularly assigned person from their bid spot in order to minimize the amount of overtime needed to fulfill minimum staffing requirements.~~

~~B. Out of classification pay will be paid in the following manner whenever a vacancy occurs for any reason:~~

~~1. When a firefighter is required to work as captain, or;~~

~~2. If a captain is required to work as a battalion chief, or;~~

~~3. When a firefighter or paramedic is required to work as a lead.~~

21.4 ~~He/she shall~~When acting out of class, an employee will be compensated at a rate of five percent (5%) more than ~~his~~their current pay rate, excluding overtime or other provisions for special pay. An employee who has received a temporary acting appointment will be paid at the base rate for the classification in which they are acting.

~~C. In making out-of-classification assignments, the shift commander will appoint such person that he deems qualified. In making such determination, he/she shall give first consideration to employees on applicable eligibility lists. In order to work out of class, a firefighter must have at least four (4) years seniority in the department.~~

~~21.3 Whenever a vacancy occurs (i.e., the person is separated from service), said vacancy shall be filled; provided this shall not supersede any Civil Service laws or regulations, nor shall it affect the City Council's prerogative to, at any time, eliminate any position or staff's prerogative to recommend the same to Council.~~

21.5 ~~21.4~~ The employer shall notify the union, in writing, fourteen (14) days prior to any recommendation to eliminate any position.

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ARTICLE 22 – 22. Employee Insurance

- 22.1 Life Insurance. Each employee shall receive a term life insurance policy in the amount of one (1) times annual base salary, not to exceed \$100,000, rounded up to the nearest \$1,000, double indemnity, the premium for which will be paid by the employer.
- 22.2 Health Insurance. During the term of this agreement, IAFF Local 452 will provide medical, dental and vision benefits to members, their spouses, qualified domestic partners, and dependents through the Vancouver Firefighter's Union Health and Welfare Trust established September 16, 2011 ("Trust").

It is the goal of the parties that this agreement will provide a long-term framework for bargaining unit health care coverage. Through this agreement, the parties seek to:

- ~~1.~~ meet the health care needs of employees, their spouses, qualified domestic partners, and dependents;
- ~~2.~~ significantly slow the growth of health care costs and create a more sustainable system;
- ~~3.~~ provide greater collective consumer choice, control, and accountability; and
- ~~4.~~ participate in a plan that is financially stable and in compliance with all applicable state and federal regulations.

A. Governance.

1. The primary purpose of the Trust is to fund medical, vision, and dental benefits to members, their spouses, qualified domestic partners, and dependents. The City recognizes that the Trust will incur administrative expenses, including broker fees, related to providing such coverage, and the Trust Agreement allows the Trust assets to be used for such purposes. The Trust will contract with a licensed third party administrator ("TPA"), as may be needed, to administer the Trust, which may include the payment of claims. The Trustees will provide the City with a copy of the Trust's annual audit, which shows that monies have been used for these purposes, and that all expenditures were made for the purpose of providing Health Care Benefits.
2. All health plan decisions, including but not limited to, the level of benefits, who is eligible, and the amount to be paid by employees, their spouses, qualified domestic partners, and dependents, will be made by the Trust. It is agreed that the City is not taking any claims risk, and the sole responsibility of the City is to pay the agreed upon Trust Contributions. All decisions related to the medical, vision and dental benefits for the Union will be made by the Trust.

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3. The Trust will give notice to the City within thirty (30) days of implementation if any contributions are used for purposes other than medical, dental or vision plans.
4. The Trust, either directly or through its advisors, is expected to:
 - a. ~~1.~~ contract for fiduciary liability and/or errors and omissions insurance in an amount as reasonably determined by the Trustees;
 - b. ~~2.~~ contract with a licensed trust company or other financial institution to hold the plan assets; and
 - c. ~~3.~~ put in place a fidelity bond covering all persons who handle plan assets.
5. The Trust will contract with vendors and providers regulated and, where applicable, licensed, by the appropriate regulatory agency (e.g. Office of the Insurance Commissioner of the State of Washington, etc.).

B. Trust Contributions.

6. ~~1.~~ Beginning January 1, ~~2020~~2023, the ~~City~~City's contribution per employee per month will be \$~~2,165.59~~2,506.95.

Beginning January 1, ~~2021~~2024, the City's contribution per employee per month will be \$~~2,273.87~~2,632.30.

Beginning January 1, ~~2022~~2025, the City's contribution per employee per month will be \$~~2,387.57~~2,763.91.

7. ~~6.~~ All Trust contributions must be made to the Trust by the 10th day of the month. Trust contributions will be made for each employee that is on the payroll as of the first of that month. Upon request of the Trust, the City agrees to facilitate an electronic or wire transfer of these funds to the Trust to expedite their delivery to the Trust.

8. ~~7.~~ If the City is delinquent in submitting contributions to the Trust, the City shall pay the Trust interest at a rate of twelve percent (12%) per annum.

9. ~~8.~~ In the event the Trust determines that employee contributions to health care coverage are required, the City will make deductions from payroll upon request. Where required, written authorization from employees to allow for a pre-tax deduction pursuant to a cafeteria plan under Code Section 125 will be provided to the City prior to the time deductions are made. The parties will determine a procedure that facilitates this process, allows for pre-tax deductions where appropriate, and minimizes the administrative burden on the City.

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10. ~~9.~~ The Trust will be responsible for all COBRA coverage (pursuant to federal requirements).
11. ~~10.~~ The Trust will provide to the employee and the taxing authorities appropriate tax reporting forms for any employees receiving benefits that are considered taxable. The City shall fund the “employer” portion of any required payroll taxes (e.g. employer share of Medicare) associated with taxable medical, dental and vision benefits, including those that may be payable with respect to a domestic partner coverage. In no event, will the City be responsible for any required payroll taxes beyond what the City was responsible for before the Trust was established. The Trust shall separately bill the City for any such payroll taxes that may be due.

C. Legal.

1. It is agreed the City is not taking any responsibility for claims risk, and the sole responsibility of the City is to pay the required Trust contributions.

In the event of any penalties, surcharges or taxes imposed upon the City that are directly related to the provision of Health Care Benefits under this Agreement (such as through PPACA), either the Trust will pay the penalty, surcharge or tax directly, or the City will pay and deduct that amount (other than any employer portion of any required payroll taxes from the Trust contributions due the following month (or months)).
2. The Trust will comply with all applicable state and federal laws. Without limiting the foregoing, this includes Washington State Privacy Act, HIPPA, COBRA and PPACA.
3. The City is not responsible (including fiduciary responsibility) for any of the actions of the Trust. The Trust will defend, indemnify and hold harmless the City from any and all liability that relates in any way to the operation of the Trust or providing Health Care Benefits to employees, their spouses, qualified domestic partners, and dependents. Without limiting the foregoing, the Trust will defend, indemnify and hold harmless the City from any and all liability related to claims that are the responsibility of the Trust.

In the event the Trust has insufficient assets to perform its obligations, under this Agreement, the IAFF Local 452 Union will defend, indemnify and hold harmless the City from any and all liability that relates in any way to the operation of the Trust.
4. The Union acknowledges the Trust’s responsibility to comply with all of the applicable provisions of the PPACA and federal and state laws and the Trust will file all required forms applicable to the Trust with the appropriate authorities.

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D. Information Provided to the City.

1. The City will be provided with a copy of an annual audit within thirty (30) days of receipt of the audit by the Trust, as well as the annual IRS Form 990, Return of Organization Exempt from Income Tax and any additional schedules/supplemental filings within thirty (30) days of filing with the federal government.
2. The Union will provide the City with sufficient information to bargain concerning the ongoing operation of the Trust, consistent with RCW 41.56.
3. The Union will also provide to the City upon request, a copy of the annual report Form 5500 filed with the Internal Revenue Service.

22.3 Flexible Spending Accounts. All employees will have the option of participating in City sponsored Flexible Spending Accounts (FSAs) for reimbursable medical costs, dependent care costs, or premium sharing costs.

22.4 Long-Term Disability Insurance. After six (6) months of employment, the City will convey to the Trust, an amount equal to \$45 per active employee, as calculated on the 1st of every month. The Trust will then be required to purchase long-term disability insurance through the Trust on behalf of such employee.

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ARTICLE 23 – 23. Medical Expense Reimbursement Plan (MERP)

23.1 A monthly deduction will be taken for each employee and will be contributed to the Medical Expense Reimbursement Plan of the Washington State Council of Firefighters Employee Benefit Trust (the “Plan”).

- A. The Union asserts the Plan is established in compliance with applicable federal and state laws. Further, the Union agrees to indemnify, defend and hold the City harmless for any and all liability, claims, demands, suits or any other loss, damage or injury to person or property arising from or related to the provisions of this article, including income tax withholding liabilities and tax penalties or any other monetary impacts.
- B. Funds diverted to the Plan shall be considered as base salary for purposes of total compensation calculation as outlined in Appendix ~~ED~~.
- C. The City will treat these contributions as ordinary income unless the Union provides the City with a legal opinion that the Plan is qualified under the Internal Revenue Code for tax deferred status and that the contributions made to the Plan by the City are not includible in the gross income of employees whose salaries would be reduced at the time the contributions are made.
- D. In addition, the Union will provide to the City at their request, a copy of the Summary Annual Report published by the Plan. The Union will also provide to the City upon request a copy of the annual report Form 5500 filed with the Internal Revenue Service.

23.2 Deductions

- A. The City shall take a pre-tax deduction of \$~~125.00~~200.00 from the normal salary of each eligible employee. The Union has the right to notify the City of changes (increases or decreases) to the monthly deduction. The Union shall document such changes in writing to Human Resources no later than the 25th of the month prior to the desired date of change. The parties agree that no additional MOU’s will be needed to make changes to the monthly amount.
 - 1. The deduction will be split between the employee’s 10th and 25th of the month paychecks.
 - 2. Deductions shall be made on a pre-tax basis.
- B. At the employee’s option, the City will allow a one-time “retirement leave sell-back” in the amount of one hundred percent (100%) of the cash-out value of all eligible, accrued and available PDO leave. The employee must declare their retirement and give the City at least three (3) months’ advanced notice of their prospective retirement date for this option. The “retirement leave sell-back”

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shall be paid in the pay period closest to thirty (30) days in advance of the employee's retirement date.

- C. ~~B.~~ The City shall additionally make a contribution to the Plan in the amount of one hundred percent (100%) of the cash-out value for all ~~eligible accrued and available~~ sick leave eligible for cash-out under the terms of this Agreement on the date of the eligible employee's retirement, ~~as identified in Appendix C.~~
- D. ~~C.~~ The City shall additionally make a contribution to the Plan ~~for all members hired on or before July 1, 1989~~ in the amount of one hundred percent (100%) of the cash-out value for all eligible, accrued and available ~~vacation leave~~ PDO on the date of the employee's separation.

~~1. The accumulated cash-out value deduction shall be made on a pre-tax basis.~~

ARTICLE 24 – 24. Physical Fitness and Wellness Program

24.1 Participation in the physical fitness program as mutually set up by the Union and the City shall be mandatory. The City and the Union shall meet at least annually to continually evaluate the program.

24.2 The City will contribute up to \$370 per authorized (on January 1 of each year) FTE to the Trust on an annual basis for wellness programming.

Payment will be made to the Trust monthly upon receipt of statement certifying the names of the individuals who have completed the wellness physicals. Parameters of the Wellness Program will be mutually agreed to by the City and the Union.

24.3 All information gathered as a result of the pre-screening and wellness testing process shall remain confidential between the medical and/or other service provider and the employee. Neither the City of Vancouver nor the Union shall have any right of access to the information.

24.4 ~~24.3~~ Employees are required to participate in an annual hearing exam performed during on-site testing (or an alternative) arranged by the City. The City will pay the costs associated with hearing testing.

ARTICLE 25 – 25. Retirement Plan and Deferred Compensation

~~25.1~~ All employees shall participate in the State of Washington Law Enforcement Officers and Firefighters Pension System. Employees may participate, at their option and cost, in the deferred compensation programs provided by ~~ICMA~~ Mission Square Retirement Corporation and Washington State DRS Deferred Compensation.

ARTICLE 26 – 26. Identification of Jobs

26.1 "Job" shall be defined as the employee's job title, job number and range assigned by the employer.

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26.2 When work operations involving new or substantially changed requirements are established after the effective date of this ~~agreement~~Agreement and such requirements are not adequately or specifically described in an existing job, the employer will describe and establish a new job in an appropriate range. Copies of the job description will be furnished to concerned employees and the ~~union~~Union.

26.3 When introduced, Squads will be staffed with a non-probationary firefighter and a non-probationary firefighter paramedic.

ARTICLE 27 – ~~27~~-Grievance Procedure

27.1 For purposes of this agreement, the term “grievance” means any dispute between the employer and the union or an employee concerning the application or interpretation of the terms of this agreement. Employees shall have access to the Union-Labor Relations Committee prior to advancing a grievance through the formal grievance procedure.

27.2 Procedure

A. If a grievance is to be advanced under this procedure, it shall be presented by the grievant(s) to the Fire Chief within ~~twenty-one~~thirty (~~21~~30) calendar days from the date of the alleged breach or violation of this ~~agreement~~Agreement. The grievance shall be reduced to written form by the grievant(s) and shall:

1. Fully describe the grievance and how the grievant(s) was/were affected.
2. Set forth the section(s) of the agreement allegedly violated and state the specific nature of the violation.
3. Indicate the date(s) of the incident(s) grieved.
4. Specify the remedy or solution to the grievance sought by the grievant(s).
5. Identify the grievant(s) and be signed by the grievant(s).
6. Specify whether the grievance procedure should begin at step 1 or step 2.

The grievant(s) may be accompanied by the union representative in presenting the written grievance to the Fire Chief. Presentation of the grievance may be made in person, by mail, or other electronic means, by the grievant(s), the Union, or both.

Step 1: The parties will use an interest based problem solving process to resolve the issues identified in the grievance. The process will include all individuals necessary and with authority to reach a resolution. Any resolution of the grievance will be in writing and signed by the parties. If the grievance is not resolved in ~~twenty-one~~thirty (~~21~~30) calendar days, the grievance shall automatically advance to step 2.

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Step 2: The Fire Chief shall conduct a meeting with the grievant(s) and the union representative, or with the union representative only, at the discretion of the Union. The chief shall make a decision on the matter, in writing, within ~~twenty-one~~^{thirty} (21³⁰) calendar days of receipt of the grievance. Copies of the decision shall be mailed, emailed, or hand delivered to the grievant(s), the union, and the City Manager.

Step 3: If the grievance remains unresolved after the decision has been rendered by the Fire Chief, the grievant(s) shall, by letter, or electronic means, deliver the grievance to the City Manager or ~~his/her designated~~designee representative within fourteen (14) days after receipt of the decision reached in step 2, above. The City Manager or ~~his/her designate shall conduct an-~~investigatory hearing designee shall meet and discuss the grievance with the appropriate parties within fourteen (14) calendar days of receipt of the written grievance and shall render ~~his~~a decision within fourteen (14) calendar days of such hearing, with copies to the grievant(s), the Union and the Fire Chief.

- B. If the grievance is not settled in ~~step~~Step 3, the Union may request arbitration of the grievance within twenty-one (21) calendar days after receipt of the decision of the City Manager, or ~~his designate~~designee, as hereinafter provided. In cases involving a dispute that is reviewable under both the grievance procedure and the Civil Service, the union will not proceed to arbitration unless the grievant(s) waives the right to proceed before the Civil Service Commission.

The parties shall mutually select a disinterested third party to serve as arbitrator. In the event the employer and the union are unable to agree on an arbitrator, an arbitrator shall be selected by the process of alternately striking from a panel of ~~eleven~~seven (7) arbitrators ~~(selected from WA or OR)~~ requested from the ~~Public Employment Relations Commission (PERC) or the~~ Federal Mediation and Conciliation Service (FMCS) from Regions 1 and 2. The loser of a coin toss shall strike the first name. The request to ~~PERC or~~ FMCS shall state the general nature of the issue and ask that the nominee be qualified to handle the type of issue involved.

The City and the Union will jointly share the fee for selection and services of an arbitrator.

The arbitrator shall render a decision as promptly as possible. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and/or the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this ~~agreement~~Agreement. A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties. The expenses and fees incumbent to the services of the arbitrator shall be split equally between the parties. Each party shall pay the costs of presenting its own case, including any attorneys' fees.

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- 27.3 Failure by the grievant(s), or ~~his/her~~their representative, to advance the grievance to ~~step~~Step 3 or to arbitration within time limits stipulated in this article shall constitute abandonment of the grievance. The parties may mutually agree in writing to extend the time limit for given step for a stated period of time. Failure by the employer to reply in a timely manner constitutes a denial of the grievance, unless both parties have agreed to an extension of the ~~time-line~~timeline.

ARTICLE 28 – ~~28~~-Employee Discipline/Termination

- 28.1 All disciplinary actions for employees who have successfully completed their new-hire probationary period shall require just cause. During their new-hire probationary period, employees are “at will” employees who may be disciplined or discharged without just cause and without recourse to the grievance procedure. Disciplinary actions taken by the City may include an oral or written reprimand, suspension without pay, demotion, any combination of these, or discharge. The City will, using progressive disciplinary principles, tailor discipline to respond to the nature and severity of the offense and the employee’s prior disciplinary record.
- 28.2 Employees will be notified in writing by the City that they are the subject of a disciplinary investigation at the time when the City determines that such an investigation is necessary, provided that the City may delay notice where necessary to protect the integrity of the investigation or where notification may present a safety risk. This notice will include a reasonably detailed description of the allegations against the employee who is the subject of the investigation.
- 28.3 The City will copy the Union on all correspondence that is provided to the employee in connection with a disciplinary process, including any final notice of discipline, unless the employee notifies the City in writing that the employee is requesting the City not to do so.
- 28.4 Disciplinary Investigations.
- A. Unless superseded by a specific provision of this Article, Department policy will be followed by all parties in investigations into allegations of misconduct or substandard performance that, if substantiated, would likely lead to discipline as outlined in 28.1.
- B. The City may place employees on paid administrative leave during disciplinary investigations, with no change in compensation, except that employees who are on paid administrative leave will not be eligible for overtime assignments. The City will not place employees on paid administrative leave for arbitrary or discriminatory reasons. When an employee is placed on paid administrative leave, the City will provide the employee with written notice that they are being placed on paid administrative leave. While employees are on paid administrative leave, they may be temporarily placed upon a day shift schedule, M-F, 9am-5pm. Employees will be expected to be available to answer phone calls from the

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City between 9am and 5pm on days they are scheduled to work, and will be expected to be able to report to work at a City facility within a reasonable period of time if they are directed to do so by the City. Absent a compelling need, an employee on paid administrative leave will not be obligated to attend interviews or perform other work functions outside of the City's normal business hours. Employees will receive reasonable advanced notice of any work functions required outside of the City's normal business hours. Paid administrative leave is not discipline.

C. Employees have an obligation to cooperate with any disciplinary investigation conducted by the City, and employees can potentially be subjected to disciplinary action that is consistent with the provisions of this Article if they fail to cooperate with such investigations.

28.5 If at the conclusion of its investigation, the City is considering imposing disciplinary action upon an employee that would involve a loss of pay or termination of employment, the following procedures will be followed:

A. The City will inform the employee in writing that the City is considering taking disciplinary action against the employee. This written notice will describe the nature of the disciplinary action that is being contemplated. The written notice will also contain a sufficient description of the alleged misconduct so as to allow the employee to understand the specific allegations being made and to respond to those allegations in a meaningful fashion if the employee chooses to do so. If the City's consideration of discipline is based upon an investigative report, memo, etc. of any kind, the City will provide the employee with a copy of this report, as well as with any other documentation that would allow the employee to understand the factual basis of the allegations being made against them, at the same time that the employee is provided with written notice that disciplinary action is being considered.

B. Before any final disciplinary action involving a loss of pay or termination is imposed upon an employee, the employee will be provided with an opportunity to participate in a Pre-Disciplinary (Loudermill) Hearing with the City should the employee choose to do so. Unless otherwise agreed, Pre-Disciplinary Hearings will take place no less than seven (7) calendar days and no more than fourteen (14) calendar days after employees have been provided with written notice that the City is considering taking disciplinary action against them unless a mutual agreement is reached to schedule the Pre-Disciplinary Hearing outside of this window.

C. The City will inform the employee in writing of the City's final disciplinary decision within fourteen (14) calendar days after the Pre-Disciplinary Hearing, or

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within fourteen (14) calendar days of learning that the employee has chosen to waive their Pre-Disciplinary Hearing, whichever occurs first. The City's final disciplinary letter shall describe the nature of the disciplinary action being taken and shall set forth the reason(s) for the City's decision to impose discipline.

28.6 ~~28.1 The employer may, in good faith for or cause, take disciplinary action by written reprimand, suspension, demotion, or discharge. The employee shall be provided a letter setting forth the reason(s) for such action at the time such action is taken or shortly thereafter.~~ Employees shall be given the opportunity to read and answer all disciplinary letters ~~or performance evaluations~~ before placement of such material into their personnel file and will be requested to sign such letters. Signature thereon shall not be construed as admission of guilt or concurrence with the reprimand, but rather an indication that ~~he/she~~the employee has seen and comprehends the gravity of the disciplinary action. ~~A copy of the letter will be provided to the union upon authorization by the employee~~Employees may submit a written rebuttal to any disciplinary letters which will also be included in their personnel file.

28.7 ~~28.2~~ It is agreed by both parties that no entries may be made to an ~~employee's~~employee's personnel file from anonymous sources without substantive evidence.

28.8 Employees who have completed their new-hire probationary period may challenge all disciplinary actions, including oral or written reprimands, through the grievance procedure.

~~28.3 The guidelines outlined in AG #500.4 will be followed by all parties in investigations into allegations of misconduct or substandard performance that, if substantiated, would likely lead to discipline as outlined in 28.1.~~

ARTICLE 29 – 29. Labor Relations Committee

- 29.1 The Labor Relations Committee shall be composed of the Fire Chief and the Union Local President and/or their designees.
- 29.2 This committee shall meet at least monthly, or more frequently as agreed upon, to discuss mandatory subjects of bargaining.
- 29.3 The Fire Chief may hear input from the union on non-mandatory subjects of bargaining, and may consider the union's position on those matters.

30. Conflict of Contract and Ordinance

~~It is agreed that the intention of the parties to this agreement is that this agreement and all working agreements shall be consistent with the Personnel Ordinance and that where it is found that the provisions of such an agreement are in conflict with the Personnel Ordinance, that the language of the agreement would become the basis for recommending an amendment of the ordinance.~~

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ARTICLE 30 – 31. Tuition Reimbursement

The employer shall establish a tuition reimbursement account in the Fire Department budget in the amount of ~~\$8,000~~58,000 for each year of the ~~agreement. The department and the Union shall develop and monitor a program for the disbursement of these funds to eligible union members.~~Agreement. Twenty thousand dollars (\$20,000) of the funds will be accessible by any unit member; the remaining thirty-eight thousand dollars (\$38,000) will be set aside for use by those unit members participating in the 2017 Company Officer Step Program. Funds will be used to reimburse eligible employees for the costs of tuition (up to Eastern Oregon University rates), books and fees according to a program developed and monitored by the Department and the Union. At the end of each year, any undistributed funds may be used to provide additional reimbursement to any eligible employee who was not fully reimbursed for an eligible expense.

ARTICLE 31 – 32. Substance Abuse Prevention Policy

- 31.1 ~~32.1~~The Union and the City agree that the Substance Abuse Prevention Policy shall apply to all members of the bargaining unit outlined in ~~appendix H~~Appendix E.
- 31.2 The City will conduct periodic training of all personnel, including supervisory personnel, in the content of the policy and in the means and methods whereby supervisory staff may identify characteristics triggering a “reasonable suspicion” testing process.
- 31.3 The City will endeavor to make available to any employee, at the time ~~he/she~~they may be required to undergo testing under the policy, a summary of the following: how and where the test will be administered, what the employee should do pending the outcome of the test results, and what may occur based on a positive test result.
- 31.4 Failure on the part of the City to provide this information to an employee prior to administering a test under the policy shall not void the results of the test nor shall it be considered a grievable action under the contract.

ARTICLE 32 – 33. Paydays and Payroll Deductions

- 32.1 Pay periods shall be the following:

Pay period of 1st through 15th - payday on 25th

Pay period of 16th through the end of the month – payday on 10th

Continued salaried (half of monthly pay each pay period – continue to calculate hourly for overtime purposes).

- 32.2 The parties agree that additional payroll deductions will be mutually agreed upon by the employer and the union.

ARTICLE 33 – 34. Separability Clause

In the event that any provision of this agreement shall be determined to be illegal or in violation of any federal or state law or regulation, whether by judicial or administrative determination,

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that portion of the contract shall be deemed excised from this agreement and all other portions unless dependent upon the excised portions shall remain in full force and effect.

ARTICLE 34 – 35. Non-Reduction of Wages and Working Conditions

The parties hereto agree that the wages and working conditions in effect and now being paid to and enjoyed the members of the union shall not be reduced in view of the provisions of this agreement, provided, however, that nothing in this article shall be construed as limiting management rights pursuant to Article 2, above.

ARTICLE 35 – 36. Appendices and Amendments

All appendices and amendments shall be numbered or lettered, dated and signed by the responsible parties and shall be subject to all provisions of this agreement.

ARTICLE 36 – 37. Successor Clause

This agreement and all amendments thereto, shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto.

The parties agree that this Agreement may be amended in writing as agreed to by both parties without action of their respective legislative bodies, unless otherwise specified herein, including but not limited to amendment by Memorandum of Understanding or Memorandum of Agreement.

ARTICLE 37 – 38. Termination and Renewal

37.1 ~~38.1~~ This agreement is effective January 1, ~~2020~~2023, and shall remain in full force and effect through December 31, ~~2022~~2025, and shall be automatically renewed thereafter upon each anniversary of said date unless written notice to the contrary is given by either party as set forth in ~~38.2~~37.2, below.

37.2 ~~38.2~~ Pursuant to the provisions of RCW, Chapter 41.56, the employer agrees to commence negotiations with the union not later than June 1 of any calendar year wherein the union notifies the employer of intent to reopen the agreement on the anniversary date in order to modify wages, hours and other terms and conditions of employment for the employees covered by this agreement.

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Dated this _____ day of _____, ~~2020~~2023.

For the Employer

For the Union

Eric J. Holmes, City Manager

~~Judson McCauley~~Ryan Reese, President

~~Joseph Molina~~Brennan Blue, Fire Chief
Vice President

~~Greg Straub~~Chris Wanous,

~~Lenda Crawford, Deputy City Manager~~
Lisa Takach, HR Director

~~Pete Adams, Secretary~~
Abe Dahmus, Unit Vice President

Approved as to form:

Secretary

~~Dave Sturbelle, Treasurer~~Kevin Lundy.

Jonathan Young, City Attorney

Dave Sturbelle, Treasurer

Attest:

Natasha Ramras, City Clerk

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APPENDIX A

IAFF LOCAL 452

Paid Days Off Accruals

For 24-Hour Shift Employees

<u>During Year of Service</u>	<u>Paid Shifts off Per Year</u>	<u>Accrual Rate Per Month</u>	<u>Maximum Accumulation</u>
1-5	11 Shifts	22 Hours	824 Hours
6-10	12	24	824
11-15	14	28	824
16-20	15	30	824
21-25	17	34	824
26+	18	36	824

For 40-Hour Work Week Employees:

<u>During Year of Service</u>	<u>Accrual Rate Per Month</u>	<u>Maximum* Accumulation</u>
1-5	18.33 18.61 Hours	686 Hours
6-10	19.99 20.30	686
11-15	23.32 23.69	686
16-20	24.99 25.38	686
21-25	28.32 28.76	686
26+	29.99 30.47	686

* Accrual rates and maximums are determined by multiplying the 24-hour accrual rates and maximums by ~~.833~~ 846 (40-hour workweek/~~48~~ 47.26-hour workweek = ~~.833~~ 846)

In addition to the above, a maximum of one hundred twenty (120) hours per person for those employees on a 24-hour shift and a maximum of eighty-two (82) hours for those employees on a 40-hour work week are allowed to be sold back at regular base rate. The intention to sell back PDO's must be declared in the last pay period of October, in advance of the PDO selection process. PDO's may then be bid with the remaining PDO balance for that year.

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APPENDIX B

IAFF Local 452

Company Officer

~~March 1, 1995, the City and the Union bargained and agreed upon a "Company Officer Program" which resulted in the following:~~

- ~~1. The elimination of the rank of Lieutenant, and,~~
- ~~2. A process for movement through the steps of Captain which were based on time in grade and specific educational/experiential requirements.~~

~~The City and the Union have agreed upon those requirements necessary to proceed through the steps of the Captain rank. Any changes to the program will be mutually agreed upon between the city and the union.~~

As of January 1, 2017:

Company Officer Step Program

- ~~Current Step 1 have the following two options:~~
 - ~~Fulfill the Step 1 requirements in the current program.~~
 - ~~After this step is completed, you then transition to the new program for all future steps.~~
 - ~~Fulfill the Step 1 requirements in the new program~~
- ~~Current Step 2 and above can opt into the new program, or choose to stay in the current program.~~
 - ~~Staying in current program results in no access to Company Officer Step Program tuition reimbursement, but maintains access to department tuition reimbursement.~~
- ~~All education from an accredited college toward a Bachelor's degree in Fire Science or Administration, Public or Business Administration, or Emergency Management.~~
- ~~Accredited schools determine what credits apply.~~
- ~~Program Overview:~~
 - ~~Cpt 1: Four (4) years with VFD~~
 - ~~Cpt 2: One (1) year and completion of probation as Cpt 1. Complete fifteen (15) credits in Bachelor's program as noted above. Incident Command System (ICS) and Incident Safety Officer (ISO) Classes.~~
 - ~~Cpt 3: Four (4) years as a Captain. Forty-five (45) additional credits as noted above. Qualified to work OOC as a BC. Successful completion of Haz-Mat On-Scene Incident Commander (IC) and the NFA "Introduction to Emergency Response to Terrorism" classes.~~
 - ~~Station Captain: Initial recruitment from current Step 3 and above Captains; future recruitments are two (2) years as a Step 3 Captain. Thirty (30) additional credits as noted above. Promoted by testing process as bargained~~

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~~between the parties, with rule of three (3). One (1) per station. Health and Safety Officer class.~~

- ~~▪ Current Captain 4 and 5 red-circled if not selected to fill station captain role and assigned as a Step 3 Captain.~~

Captain Pay Transition

Step	Medic/Captain	Captain	
1	4	8	110%
2	7	6	115%
3	7	7	120%
4*	0	7	124%
5**	6	1	125%
Station Captain***		(10)	125%

- ~~• *Current Step 4 captains not receiving a station captain position will increase to 124% and then be red-circled until such time as the step 3 captain rate exceeds their red-circled rate.~~
 - ~~○ Current step 4 captains will be grandfathered in, there will be no additional progression to the former step 4 or 5 positions, instead there will be opportunity to progress to a station captain or special projects captain position.~~
- ~~• **Current Step 5 captains not receiving a station captain position will be red-circled at the appropriate 2017 station captain rate, until such time as the step 3 captain rate exceeds their red-circled rate.~~
- ~~• ***Based on comparables as of 11.16.2016, station captain rate was 128%. The negotiated station captain rate is 125%, a difference of 3%, multiplied by 10 station captains equals 30%. 30% was divided by the number of current step 4 captains as of 11.16.2016 (7) to get to 4.28%. That 4.28% was rounded down to account for the possibility of additional step 3 captains advancing to step 4 prior to the execution of the agreement. The 4% added to their current 120%, resulting in a grandfathered step 4 of 124%. Both parties agreed to this methodology for calculating the rate of the grandfathered step 4 captains.~~

Tuition Reimbursement

~~Up to \$50,000 per year towards tuition, books, and fees for the company officer-step program up to EOU rates.~~

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~~APPENDIX C~~

IAFF LOCAL 452

Method of Negotiating the Contract

For the ~~2017-2019~~2023-2025 contract, the method of determining total monthly compensation and considering departmental policies and other working conditions was as follows:

The following departments were used as comparable:

Eastside Fire & Rescue (King County Fire District 10)

Puget Sound RFA (Kent)

Central Pierce Fire & Rescue (Pierce County Fire Protection District #6)

~~Snohomish~~South County Fire ~~Protection District 1~~(Snohomish County)

South King Fire & Rescue

City of Spokane ~~Local #29~~

City of Tacoma ~~Firefighters Local #31~~

The parties agreed to determine the comparable by:

Population (50%-150%) Fire Agencies in Washington

Assessed Valuation (50% - 150%)

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~~A study was conducted to determine total monthly compensation for this group of comparable and Vancouver Fire Department. Total monthly compensation included the following, all of which were converted to dollars:~~

- ~~• Base salary for top step fire fighter~~
- ~~• Longevity pay for a 10-year employee~~
- ~~• Competency pay for a 10-year employee~~
- ~~• Education pay for an Associate Degree, divided by one third (1/3)~~
- ~~• Holiday pay or In-lieu of holiday pay~~
- ~~• Deferred compensation matching~~

~~Any specialty pay that is paid by fifty percent (50%) of the comparables that is not yet identified in the collective bargaining agreement shall be included in the negotiations of the successor collective bargaining agreement.~~

~~The "net hourly compensation" components were then added together and divided by seven (7) to reach an average "net hourly compensation."~~

~~City of Vancouver's "net hourly compensation," using the above formula, was then compared to the average of the seven (7) comparable and adjusted.~~

APPENDIX DC

IAFF LOCAL 452 Competency Pay – effective January 1, 2009

As part of the annual fire department training program members are required to demonstrate proficiency with SCBA.

In order to earn competency pay members must on an annual basis successfully complete the SCBA Skill Sheet covering SCBA Donning – Coat Method within the timeframe as referenced in Washington State standards.

As with all Fire Department training requirements, Company Officers will be responsible for ensuring the member's skill proficiency is verified as satisfactory. For competency pay purposes both the member and the Company Officer will sign and date the skill sheet. A signed and dated skill sheet or an electronic training record will satisfy the competency pay requirement. Members seeking a change in competency pay will notify a Chief Officer that they have met the requirements within six (6) months (before or after) of the change in competency pay.

Members must demonstrate proficiency to be eligible for the next level of competency pay.

The request for competency pay will be denied if the member fails to provide proof of proficiency as outlined above.

Any extraordinary circumstances as to why the skill sheet was not completed shall come to the Chief for review. If the Chief's review determines there were no extraordinary circumstances the request for competency pay will be denied.

A member whose competency request is denied will not receive credit for one year.

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Competency pay was calculated on a top step 0-4 year firefighter range.

2% of top step firefighter after five (5) years
4% of top step firefighter after ten (10) years
6% of top step firefighter after fifteen (15) years
8% of top step firefighter after twenty (20) years

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APPENDIX **ED**

IAFF LOCAL 452 RATES OF PAY

See the attached spreadsheets for ~~each year of the~~ rates of pay applicable to each year of this Agreement.

Effective January 1, ~~2020~~2023, base wages for the classifications covered by this ~~agreement~~Agreement were adjusted by ~~3.0~~7.5%.

Effective January 1, ~~2021~~2024, base wages for the classifications covered by this ~~agreement~~Agreement ~~shall~~will be increased by ~~2.5%-4.0%~~4.0%. In addition, the rank of Engineer will be added. Step 1 of the Captain salary range will be eliminated and the new Step 1 of the Captain salary range will be increased to 116% of top step fire fighter (without competency).

Effective January 1, ~~2022~~2025, base wages for the classifications covered by this ~~agreement~~Agreement ~~shall~~will be increased by ~~2.0%-4.0%~~4.0%. In addition, Step 1 of the Captain salary range will be increased to 117% of top step fire fighter (without competency).

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CITY OF VANCOUVER, WASHINGTON									
FIRE									
SALARY SCHEDULE - January 1, 2020 through December 31, 2020									
JOB CLASS	JOB CLASS TITLE	RANGE NUMBER	TYPE RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	BARG UNIT
553	FIRE CAPTAIN PARAMEDIC (w/0-4 yr; no competency)	23	MO.	9,887	10,340	10,816	Station Captain 11,315		IAFF
			YR.	118,644	124,080	129,792	135,780		
			48 HR.	47,5337	49,7115	52,0000	54,3990		
			40 HR.	57,0404	59,6538	62,4000	65,2788		
	FIRE CAPTAIN PARAMEDIC (w/5 yr competency)	23.1	MO.	10,052	10,505	10,981	11,480		IAFF
			YR.	120,624	126,060	131,772	137,760		
			48 HR.	48,3269	50,5048	52,7933	55,1923		
			40 HR.	57,9923	60,6058	63,3519	66,2308		
	FIRE CAPTAIN PARAMEDIC (w/10 yr competency)	23.2	MO.	10,216	10,670	11,145	11,645		IAFF
			YR.	122,592	128,040	133,740	139,740		
			48 HR.	49,1154	51,2981	53,5817	55,9856		
			40 HR.	58,9385	61,5577	64,2981	67,1827		
	FIRE CAPTAIN PARAMEDIC (w/15 yr competency)	23.3	MO.	10,381	10,834	11,310	11,810		IAFF
			YR.	124,572	130,008	135,720	141,720		
			48 HR.	49,9087	52,0865	54,3750	56,7788		
			40 HR.	59,8904	62,5038	65,2500	68,1346		
	FIRE CAPTAIN PARAMEDIC (w/20+ yr competency)	23.4	MO.	10,546	10,999	11,475	11,975		IAFF
			YR.	126,552	131,988	137,700	143,700		
			48 HR.	50,7019	52,8798	55,1683	57,5721		
			40 HR.	60,8423	63,4558	66,2019	69,0865		
551	FIRE CAPTAIN (w/0-4 yr; no competency)	22	MO.	9,063	9,516	9,992	Station Captain 10,492		IAFF
			YR.	108,756	114,192	119,904	125,904		
			48 HR.	43,5721	45,7500	48,0385	50,4423		
			40 HR.	52,2865	54,9000	57,6462	60,5308		
	FIRE CAPTAIN (w/5 yr competency)	22.1	MO.	9,228	9,681	10,157	10,656		IAFF
			YR.	110,736	116,172	121,884	127,872		
			48 HR.	44,3654	46,5433	48,8317	51,2308		
			40 HR.	53,2385	55,8519	58,5981	61,4769		
	FIRE CAPTAIN (w/10 yr competency)	22.2	MO.	9,393	9,846	10,321	10,821		IAFF
			YR.	112,716	118,152	123,852	129,852		
			48 HR.	45,1587	47,3365	49,6202	52,0240		
			40 HR.	54,1904	56,8038	59,5442	62,4288		
	FIRE CAPTAIN (w/15 yr competency)	22.3	MO.	9,557	10,010	10,486	10,986		IAFF
			YR.	114,684	120,120	125,832	131,832		
			48 HR.	45,9471	48,1250	50,4135	52,8173		
			40 HR.	55,1365	57,7500	60,4962	63,3808		
	FIRE CAPTAIN (w/20+ yr competency)	22.4	MO.	9,722	10,175	10,651	11,151		IAFF
			YR.	116,664	122,100	127,812	133,812		
			48 HR.	46,7404	48,9183	51,2067	53,6106		
			40 HR.	56,0885	58,7019	61,4481	64,3327		

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		NUMBER	RATE	1	2	3	4	5	UNIT
543	FIREFIGHTER PARAMEDIC (w/0-4 yr; no comp	18	MO.	7,754	8,353	8,709	9,083	9,475	IAFF
			YR.	93,048	100,236	104,508	108,996	113,700	
			48 HR.	37.2788	40.1587	41.8702	43.6683	45.5529	
			40 HR.	44.7346	48.1904	50.2442	52.4019	54.6635	
	FIREFIGHTER PARAMEDIC (w/5 yr competenc	18.1	MO.					9,640	IAFF
			YR.					115,680	
			48 HR.					46.3462	
			40 HR.					55.6154	
	FIREFIGHTER PARAMEDIC (w/10 yr compet	18.2	MO.					9,804	IAFF
			YR.					117,648	
			48 HR.					47.1346	
			40 HR.					56.5615	
	FIREFIGHTER PARAMEDIC (w/15 yr compet	18.3	MO.					9,969	IAFF
			YR.					119,628	
			48 HR.					47.9279	
			40 HR.					57.5135	
	FIREFIGHTER PARAMEDIC (w/20+ yr compet	18.4	MO.					10,134	IAFF
			YR.					121,608	
			48 HR.					48.7212	
			40 HR.					58.4654	
542	FIREFIGHTER (w/0-4 yr; no competency)	17	MO.	6,518	7,117	7,473	7,847	8,239	IAFF
			YR.	78,216	85,404	89,676	94,164	98,868	
			48 HR.	31.3365	34.2163	35.9279	37.7260	39.6106	
			40 HR.	37.6038	41.0596	43.1135	45.2712	47.5327	
	FIREFIGHTER (w/5 yr competency)	17.1	MO.					8,404	IAFF
			YR.					100,848	
			48 HR.					40.4038	
			40 HR.					48.4846	
	FIREFIGHTER (w/10 yr competency)	17.2	MO.					8,569	IAFF
			YR.					102,828	
			48 HR.					41.1971	
			40 HR.					49.4365	
	FIREFIGHTER (w/15 yr competency)	17.3	MO.					8,733	IAFF
			YR.					104,796	
			48 HR.					41.9856	
			40 HR.					50.3827	
	FIREFIGHTER (w/20+ yr competency)	17.4	MO.					8,898	IAFF
			YR.					106,776	
			48 HR.					42.7788	
			40 HR.					51.3346	

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CITY OF VANCOUVER, WASHINGTON									
FIRE									
SALARY SCHEDULE - January 1, 2021 through December 31, 2021									
JOB CLASS	JOB CLASS TITLE	RANGE NUMBER	TYPE RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	BARG UNIT
553	FIRE CAPTAIN PARAMEDIC (w/0-4 yr; no competency)	23	MO.	10,134	10,599	11,086	Station Captain 11,598		IAFF
			YR.	121,608	127,188	133,032	139,176		
			48 HR.	48.7212	50.9567	53.2981	55.7596		
			40 HR.	58.4654	61.1481	63.9577	66.9115		
	FIRE CAPTAIN PARAMEDIC (w/5 yr competency)	23.1	MO.	10,303	10,767	11,255	11,767		IAFF
			YR.	123,636	129,204	135,060	141,204		
			48 HR.	49.5337	51.7644	54.1106	56.5721		
			40 HR.	59.4404	62.1173	64.9327	67.8865		
	FIRE CAPTAIN PARAMEDIC (w/10 yr competency)	23.2	MO.	10,472	10,936	11,424	11,936		IAFF
			YR.	125,664	131,232	137,088	143,232		
			48 HR.	50.3462	52.5769	54.9231	57.3846		
			40 HR.	60.4154	63.0923	65.9077	68.8615		
	FIRE CAPTAIN PARAMEDIC (w/15 yr competency)	23.3	MO.	10,641	11,105	11,593	12,105		IAFF
			YR.	127,692	133,260	139,116	145,260		
			48 HR.	51.1587	53.3894	55.7356	58.1971		
			40 HR.	61.3904	64.0673	66.8827	69.8365		
	FIRE CAPTAIN PARAMEDIC (w/20+ yr competency)	23.4	MO.	10,810	11,274	11,762	12,274		IAFF
			YR.	129,720	135,288	141,144	147,288		
			48 HR.	51.9712	54.2019	56.5481	59.0096		
			40 HR.	62.3654	65.0423	67.8577	70.8115		
551	FIRE CAPTAIN (w/0-4 yr; no competency)	22	MO.	9,290	9,754	10,242	Station Captain 10,754		IAFF
			YR.	111,480	117,048	122,904	129,048		
			48 HR.	44.6635	46.8942	49.2404	51.7019		
			40 HR.	53.5962	56.2731	59.0885	62.0423		
	FIRE CAPTAIN (w/5 yr competency)	22.1	MO.	9,458	9,923	10,411	10,923		IAFF
			YR.	113,496	119,076	124,932	131,076		
			48 HR.	45.4712	47.7067	50.0529	52.5144		
			40 HR.	54.5654	57.2481	60.0635	63.0173		
	FIRE CAPTAIN (w/10 yr competency)	22.2	MO.	9,627	10,092	10,580	11,092		IAFF
			YR.	115,524	121,104	126,960	133,104		
			48 HR.	46.2837	48.5192	50.8654	53.3269		
			40 HR.	55.5404	58.2231	61.0385	63.9923		
	FIRE CAPTAIN (w/15 yr competency)	22.3	MO.	9,796	10,261	10,748	11,261		IAFF
			YR.	117,552	123,132	128,976	135,132		
			48 HR.	47.0962	49.3317	51.6731	54.1394		
			40 HR.	56.5154	59.1981	62.0077	64.9673		
	FIRE CAPTAIN (w/20+ yr competency)	22.4	MO.	9,965	10,430	10,917	11,429		IAFF
			YR.	119,580	125,160	131,004	137,148		
			48 HR.	47.9087	50.1442	52.4856	54.9471		
			40 HR.	57.4904	60.1731	62.9827	65.9365		

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		RANGE NUMBER	TYPE RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	BARG UNIT
542	FIREFIGHTER PARAMEDIC (w/0-4 yr; no competency)	18	MO.	7,948	8,562	8,927	9,310	9,712	IAFF
			YR.	95,376	102,744	107,124	111,720	116,544	
			48 HR.	38,2115	41,1635	42,9183	44,7596	46,6923	
			40 HR.	45.8538	49.3962	51.5019	53.7115	56.0308	
	FIREFIGHTER PARAMEDIC (w/5 yr competency)	18.1	MO.					9,881	IAFF
			YR.					118,572	
			48 HR.					47,5048	
			40 HR.					57.0058	
	FIREFIGHTER PARAMEDIC (w/10 yr competency)	18.2	MO.					10,050	IAFF
			YR.					120,600	
			48 HR.					48,3173	
			40 HR.					57.9808	
	FIREFIGHTER PARAMEDIC (w/15 yr competency)	18.3	MO.					10,219	IAFF
			YR.					122,628	
			48 HR.					49,1298	
			40 HR.					58.9558	
	FIREFIGHTER PARAMEDIC (w/20+ yr competency)	18.4	MO.					10,387	IAFF
			YR.					124,644	
			48 HR.					49,9375	
			40 HR.					59.9250	
542	FIREFIGHTER (w/0-4 yr; no competency)	17	MO.	6,681	7,295	7,660	8,043	8,445	IAFF
			YR.	80,172	87,540	91,920	96,516	101,340	
			48 HR.	32,1202	35,0721	36,8269	38,6683	40,6010	
			40 HR.	38.5442	42.0865	44.1923	46.4019	48.7212	
	FIREFIGHTER (w/5 yr competency)	17.1	MO.					8,614	IAFF
			YR.					103,368	
			48 HR.					41,4135	
			40 HR.					49.6962	
	FIREFIGHTER (w/10 yr competency)	17.2	MO.					8,783	IAFF
			YR.					105,396	
			48 HR.					42,2260	
			40 HR.					50.6712	
	FIREFIGHTER (w/15 yr competency)	17.3	MO.					8,952	IAFF
			YR.					107,424	
			48 HR.					43,0385	
			40 HR.					51.6462	
	FIREFIGHTER (w/20+ yr competency)	17.4	MO.					9,121	IAFF
			YR.					109,452	
			48 HR.					43,8510	
			40 HR.					52.6212	

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CITY OF VANCOUVER, WASHINGTON									
FIRE									
SALARY SCHEDULE - January 1, 2022 through December 31, 2022									
JOB CLASS	JOB CLASS TITLE	RANGE NUMBER	TYPE RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	BARG UNIT
553	FIRE CAPTAIN PARAMEDIC (w/0-4 yr; no competency)	23	MO.	10,337	10,811	11,308	11,830		IAFF
			YR.	124,044	129,732	135,696	141,960		
			48 HR.	49.6971	51.9760	54.3654	56.8750		
			40 HR.	59.6365	62.3712	65.2385	68.2500		
	FIRE CAPTAIN PARAMEDIC (w/5 yr competency)	23.1	MO.	10,509	10,983	11,480	12,003		IAFF
			YR.	126,108	131,796	137,760	144,036		
			48 HR.	50.5240	52.8029	55.1923	57.7067		
			40 HR.	60.6288	63.3635	66.2308	69.2481		
	FIRE CAPTAIN PARAMEDIC (w/10 yr competency)	23.2	MO.	10,681	11,155	11,653	12,175		IAFF
			YR.	128,172	133,860	139,836	146,100		
			48 HR.	51.3510	53.6298	56.0240	58.5337		
			40 HR.	61.6212	64.3558	67.2288	70.2404		
	FIRE CAPTAIN PARAMEDIC (w/15 yr competency)	23.3	MO.	10,854	11,327	11,825	12,347		IAFF
			YR.	130,248	135,924	141,900	148,164		
			48 HR.	52.1827	54.4567	56.8510	59.3606		
			40 HR.	62.6192	65.3481	68.2212	71.2327		
	FIRE CAPTAIN PARAMEDIC (w/20+ yr competency)	23.4	MO.	11,026	11,500	11,997	12,519		IAFF
			YR.	132,312	138,000	143,964	150,228		
			48 HR.	53.0096	55.2885	57.6779	60.1875		
			40 HR.	63.6115	66.3462	69.2135	72.2250		
							Station Captain		
551	FIRE CAPTAIN (w/0-4 yr; no competency)	22	MO.	9,475	9,949	10,447	10,969		IAFF
			YR.	113,700	119,388	125,364	131,628		
			48 HR.	45.5529	47.8317	50.2260	52.7356		
			40 HR.	54.6635	57.3981	60.2712	63.2827		
	FIRE CAPTAIN (w/5 yr competency)	22.1	MO.	9,648	10,121	10,619	11,141		IAFF
			YR.	115,776	121,452	127,428	133,692		
			48 HR.	46.3846	48.6587	51.0529	53.5625		
			40 HR.	55.6615	58.3904	61.2635	64.2750		
	FIRE CAPTAIN (w/10 yr competency)	22.2	MO.	9,820	10,294	10,791	11,313		IAFF
			YR.	117,840	123,528	129,492	135,756		
			48 HR.	47.2115	49.4904	51.8798	54.3894		
			40 HR.	56.6538	59.3885	62.2558	65.2673		
	FIRE CAPTAIN (w/15 yr competency)	22.3	MO.	9,992	10,466	10,963	11,486		IAFF
			YR.	119,904	125,592	131,556	137,832		
			48 HR.	48.0385	50.3173	52.7067	55.2212		
			40 HR.	57.6462	60.3808	63.2481	66.2654		
	FIRE CAPTAIN (w/20+ yr competency)	22.4	MO.	10,164	10,638	11,136	11,658		IAFF
			YR.	121,968	127,656	133,632	139,896		
			48 HR.	48.8654	51.1442	53.5385	56.0481		
			40 HR.	58.6385	61.3731	64.2462	67.2577		

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		RANGE NUMBER	TYPE RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	BARG UNIT
542	FIREFIGHTER PARAMEDIC (w/0-4 yr; no competency)	18	MO.	8,107	8,733	9,105	9,496	9,906	IAFF
			YR.	97,284	104,796	109,260	113,952	118,872	
			48 HR.	38,9760	41,9856	43,7740	45,6538	47,6250	
			40 HR.	46.7712	50.3827	52.5288	54.7846	57.1500	
	FIREFIGHTER PARAMEDIC (w/5 yr competency)	18.1	MO.					10,078	IAFF
			YR.					120,936	
			48 HR.					48,4519	
			40 HR.					58,1423	
	FIREFIGHTER PARAMEDIC (w/10 yr competency)	18.2	MO.					10,251	IAFF
			YR.					123,012	
			48 HR.					49,2837	
			40 HR.					59,1404	
	FIREFIGHTER PARAMEDIC (w/15 yr competency)	18.3	MO.					10,423	IAFF
			YR.					125,076	
			48 HR.					50,1106	
			40 HR.					60,1327	
	FIREFIGHTER PARAMEDIC (w/20+ yr competency)	18.4	MO.					10,595	IAFF
			YR.					127,140	
			48 HR.					50,9375	
			40 HR.					61,1250	
542	FIREFIGHTER (w/0-4 yr; no competency)	17	MO.	6,815	7,441	7,813	8,204	8,614	IAFF
			YR.	81,780	89,292	93,756	98,448	103,368	
			48 HR.	32,7644	35,7740	37,5625	39,4423	41,4135	
			40 HR.	39.3173	42.9288	45.0750	47.3308	49.6962	
	FIREFIGHTER (w/5 yr competency)	17.1	MO.					8,786	IAFF
			YR.					105,432	
			48 HR.					42,2404	
			40 HR.					50,6885	
	FIREFIGHTER (w/10 yr competency)	17.2	MO.					8,959	IAFF
			YR.					107,508	
			48 HR.					43,0721	
			40 HR.					51,6865	
	FIREFIGHTER (w/15 yr competency)	17.3	MO.					9,131	IAFF
			YR.					109,572	
			48 HR.					43,8990	
			40 HR.					52,6788	
	FIREFIGHTER (w/20+ yr competency)	17.4	MO.					9,303	IAFF
			YR.					111,636	
			48 HR.					44,7260	
			40 HR.					53,6712	

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City of Vancouver, Washington
Fire Suppression 452
Salary Schedule - January 1, 2023 through December 31, 2023

(Added) ^e							
Fire Captain	Step Number	Type Rate	Competency 0 - 4 Years	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
	Step 1	Month	10,186	10,371	10,556	10,742	10,927
		Annual	122,232	124,452	126,672	128,904	131,124
		47.26 Hr	49,7282	50,6314	51,5346	52,4426	53,3458
		40 Hr	58,7654	59,8327	60,9000	61,9731	63,0404
	Step 2	Month	10,695	10,881	11,066	11,251	11,436
		Annual	128,340	130,572	132,792	135,012	137,232
		47.26 Hr	52,2132	53,1212	54,0244	54,9276	55,8308
		40 Hr	61,7019	62,7750	63,8423	64,9096	65,9769
	Step 3	Month	11,230	11,415	11,601	11,786	11,971
		Annual	134,760	136,980	139,212	141,432	143,652
		47.26 Hr	54,8251	55,7282	56,6363	57,5395	58,4426
		40 Hr	64,7885	65,8558	66,9288	67,9962	69,0635
	Station Captain	Month	11,792	11,977	12,162	12,347	12,532
		Annual	141,504	143,724	145,944	148,164	150,384
		47.26 Hr	57,5688	58,4719	59,3751	60,2783	61,1814
		40 Hr	68,0308	69,0981	70,1654	71,2327	72,3000

(Added) ^e							
Fire Captain Paramedic	Step Number	Type Rate	Competency 0 - 4 Years	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
	Step 1	Month	11,112	11,297	11,482	11,668	11,853
		Annual	133,344	135,564	137,784	140,016	142,236
		47.26 Hr	54,2490	55,1522	56,0553	56,9634	57,8666
		40 Hr	64,1077	65,1750	66,2423	67,3154	68,3827
	Step 2	Month	11,621	11,807	11,992	12,177	12,362
		Annual	139,452	141,684	143,904	146,124	148,344
		47.26 Hr	56,7339	57,6420	58,5452	59,4483	60,3515
		40 Hr	67,0442	68,1173	69,1846	70,2519	71,3192
	Step 3	Month	12,156	12,341	12,527	12,712	12,897
		Annual	145,872	148,092	150,324	152,544	154,764
		47.26 Hr	59,3458	60,2490	61,1570	62,0602	62,9634
		40 Hr	70,1308	71,1981	72,2712	73,3385	74,4058
	Station Captain	Month	12,718	12,903	13,088	13,273	13,458
		Annual	152,616	154,836	157,056	159,276	161,496
		47.26 Hr	62,0895	62,9927	63,8959	64,7990	65,7022
		40 Hr	73,3731	74,4404	75,5077	76,5750	77,6423

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Firefighter	Type Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
	Month	7,326	7,999	8,399	8,819	9,260	9,445	9,630	9,816	10,001
	Annual	87,912	95,988	100,788	105,828	111,120	113,340	115,560	117,792	120,012
	47.26 Hr	35.7657	39.0513	41.0041	43.0545	45.2075	46.1107	47.0138	47.9219	48.8251
	40 Hr	42.2654	46.1481	48.4558	50.8788	53.4231	54.4904	55.5577	56.6308	57.6981
Job Class Title										
Firefighter Paramedic	Type Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
	Month	8,715	9,388	9,788	10,208	10,649	10,834	11,019	11,205	11,390
	Annual	104,580	112,656	117,456	122,496	127,788	130,008	132,228	134,460	136,680
	47.26 Hr	42.5468	45.8324	47.7852	49.8356	51.9886	52.8918	53.7950	54.7030	55.6062
	40 Hr	50.2788	54.1615	56.4692	58.8923	61.4365	62.5038	63.5712	64.6442	65.7115

City of Vancouver, Washington
Fire Suppression 452
Salary Schedule - January 1, 2024 through December 31, 2024

(Added)							
Fire Captain	Step Number	Type Rate	Competency 0 - 4 Years	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
	Step 1	Month	11,171	11,364	11,556	11,749	11,942
		Annual	134,052	136,368	138,672	140,988	143,304
		47.26 Hr	54.5370	55.4793	56.4166	57.3588	58.3011
		40 Hr	64.4481	65.5615	66.6692	67.7827	68.8962
	Step 2	Month	11,730	11,922	12,115	12,308	12,500
		Annual	140,760	143,064	145,380	147,696	150,000
		47.26 Hr	57.2661	58.2034	59.1456	60.0879	61.0252
		40 Hr	67.6731	68.7808	69.8942	71.0077	72.1154
	Station Captain	Month	12,316	12,509	12,702	12,894	13,087
		Annual	147,792	150,108	152,424	154,728	157,044
		47.26 Hr	60.1269	61.0692	62.0114	62.9487	63.8910
		40 Hr	71.0538	72.1673	73.2808	74.3885	75.5019

(Added)							
Fire Captain	Step Number	Type Rate	Competency 0 - 4 Years	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
Paramedic Certification Pay	Step 1	Month	11,460	11,653	11,845	12,038	12,231
		Annual	137,520	139,836	142,140	144,456	146,772
		47.26 Hr	55.9479	56.8902	57.8275	58.7697	59.7120
		40 Hr	66.1154	67.2288	68.3365	69.4500	70.5635
	Step 2	Month	12,019	12,211	12,404	12,597	12,789
		Annual	144,228	146,532	148,848	151,164	153,468
		47.26 Hr	58.6770	59.6143	60.5566	61.4988	62.4361
		40 Hr	69.3404	70.4481	71.5615	72.6750	73.7827
	Step 2 (Previous step 3)	Month	12,445	12,630	12,816	13,001	13,186
		Annual	149,340	151,560	153,792	156,012	158,232
		47.26 Hr	60.7567	61.6599	62.5679	63.4711	64.3743
		40 Hr	71.7981	72.8654	73.9385	75.0058	76.0731
	Station Captain	Month	13,007	13,192	13,377	13,562	13,747
		Annual	156,084	158,304	160,524	162,744	164,964
		47.26 Hr	63.5004	64.4036	65.3068	66.2099	67.1131
		40 Hr	75.0404	76.1077	77.1750	78.2423	79.3096

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(Add) Job Title							
	Step Number	Type Rate	Competency 0 - 4 Years	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
Decertified Fire Captain Paramedic Without Paramedic Certification Pay Red-Circled	Step 2 (Previous step 3)	Month	12,156	12,341	12,527	12,712	12,897
		Annual	145,872	148,092	150,324	152,544	154,764
		47.26 Hr	59,345.8	60,249.0	61,157.0	62,060.2	62,963.4
		40 Hr	70,130.8	71,198.1	72,271.2	73,338.5	74,405.8
	Station Captain	Month	12,718	12,903	13,088	13,273	13,458
		Annual	152,616	154,836	157,056	159,276	161,496
		47.26 Hr	62,089.5	62,992.7	63,895.9	64,799.0	65,702.2
		40 Hr	73,373.1	74,440.4	75,507.7	76,575.0	77,642.3

(Added) Job Title	Type Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
Firefighter	Month	7,619	8,319	8,735	9,172	9,630	9,823	10,016	10,208	10,401
	Annual	91,428	99,828	104,820	110,064	115,560	117,876	120,192	122,496	124,812
	47.26 Hr	37,196.1	40,613.5	42,644.4	44,777.9	47,013.8	47,956.1	48,898.3	49,835.6	50,777.9
	40 Hr	43,955.8	47,994.2	50,394.2	52,915.4	55,557.7	56,671.2	57,784.6	58,892.3	60,005.8
Firefighter - Engineer	Month	8,101	8,801	9,217	9,654	10,112	10,305	10,498	10,690	10,883
	Annual	97,212	105,612	110,604	115,848	121,344	123,660	125,976	128,280	130,596
	47.26 Hr	39,549.2	42,966.6	44,997.6	47,131.0	49,367.0	50,309.2	51,251.4	52,188.8	53,131.0
	40 Hr	46,736.5	50,775.0	53,175.0	55,696.2	58,338.5	59,451.9	60,565.4	61,673.1	62,786.5
Job Class Title										
Firefighter Paramedic	Month	9,064	9,764	10,180	10,616	11,075	11,268	11,460	11,653	11,845
	Annual	108,768	117,168	122,160	127,392	132,900	135,216	137,520	139,836	142,140
	47.26 Hr	44,250.6	47,668.0	49,698.9	51,827.5	54,068.3	55,010.6	55,947.9	56,890.2	57,827.5
	40 Hr	52,292.3	56,330.8	58,730.8	61,246.2	63,894.2	65,007.7	66,115.4	67,228.8	68,336.5
Firefighter Paramedic - Engineer	Month	9,546	10,246	10,662	11,098	11,557	11,750	11,942	12,135	12,327
	Annual	114,552	122,952	127,944	133,176	138,684	141,000	143,304	145,620	147,924
	47.26 Hr	46,603.7	50,021.2	52,052.1	54,180.6	56,421.5	57,363.7	58,301.1	59,243.3	60,180.6
	40 Hr	55,073.1	59,111.5	61,511.5	64,026.9	66,675.0	67,788.5	68,896.2	70,009.6	71,117.3

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City of Vancouver, Washington
Fire Suppression 452
Salary Schedule - January 1, 2025 through December 31, 2025

(Added)							
	Step	Type	Competency	Competency	Competency	Competency	Competency
Fire Captain	Number	Rate	0 - 4 Years	5 Years	10 Years	15 Years	20 Years
	Step	Month	11,718	11,918	12,118	12,319	12,519
	1	Annual	140,616	143,016	145,416	147,828	150,228
		47.26 Hr	57,2075	58,1839	59,1603	60,1416	61,1180
		40 Hr	67,6038	68,7577	69,9115	71,0712	72,2250
	Step	Month	12,304	12,504	12,704	12,905	13,105
	2	Annual	147,648	150,048	152,448	154,860	157,260
		47.26 Hr	60,0683	61,0448	62,0212	63,0024	63,9788
		40 Hr	70,9846	72,1385	73,2923	74,4519	75,6058
	Station	Month	12,919	13,119	13,319	13,520	13,720
	Captain	Annual	155,028	157,428	159,828	162,240	164,640
		47.26 Hr	63,0708	64,0472	65,0236	66,0049	66,9813
		40 Hr	74,5327	75,6865	76,8404	78,0000	79,1538
Job Class Title							
	Step	Type	Competency	Competency	Competency	Competency	Competency
Fire Captain	Number	Rate	0 - 4 Years	5 Years	10 Years	15 Years	20 Years
Paramedic Certification Pay	Step	Month	12,018	12,219	12,419	12,619	12,819
	1	Annual	144,216	146,628	149,028	151,428	153,828
		47.26 Hr	58,6721	59,6534	60,6298	61,6062	62,5826
		40 Hr	69,3346	70,4942	71,6481	72,8019	73,9558
	Step	Month	12,604	12,804	13,005	13,205	13,405
	2	Annual	151,248	153,648	156,060	158,460	160,860
		47.26 Hr	61,5330	62,5094	63,4906	64,4670	65,4434
		40 Hr	72,7154	73,8692	75,0288	76,1827	77,3365
	Station	Month	13,219	13,420	13,620	13,820	14,021
	Captain	Annual	158,628	161,040	163,440	165,840	168,252
		47.26 Hr	64,5354	65,5167	66,4931	67,4695	68,4508
		40 Hr	76,2635	77,4231	78,5769	79,7308	80,8904

(Added)										
	Type	Step	Step	Step	Step	Step	Competency	Competency	Competency	Competency
Firefighter	Rate	1	2	3	4	5	5 Years	10 Years	15 Years	20 Years
	Month	7,924	8,652	9,084	9,539	10,015	10,216	10,416	10,616	10,816
	Annual	95,088	103,824	109,008	114,468	120,180	122,592	124,992	127,392	129,792
	47.26 Hr	38,6851	42,2392	44,3483	46,5696	48,8934	49,8747	50,8511	51,8275	52,8039
	40 Hr	45,7154	49,9154	52,4077	55,0327	57,7788	58,9385	60,0923	61,2462	62,4000
Firefighter - Engineer										
	Month	8,425	9,153	9,585	10,040	10,516	10,717	10,917	11,117	11,317
	Annual	101,100	109,836	115,020	120,480	126,192	128,604	131,004	133,404	135,804
	47.26 Hr	41,1310	44,6851	46,7941	49,0155	51,3393	52,3206	53,2970	54,2734	55,2498
	40 Hr	48,6058	52,8058	55,2981	57,9231	60,6692	61,8288	62,9827	64,1365	65,2904
Job Class Title										
	Type	Step	Step	Step	Step	Step	Competency	Competency	Competency	Competency
Firefighter Paramedic	Rate	1	2	3	4	5	5 Years	10 Years	15 Years	20 Years
	Month	9,426	10,154	10,587	11,041	11,517	11,718	11,918	12,118	12,319
	Annual	113,112	121,848	127,044	132,492	138,204	140,616	143,016	145,416	147,828
	47.26 Hr	46,0179	49,5720	51,6859	53,9024	56,2262	57,2075	58,1839	59,1603	60,1416
	40 Hr	54,3808	58,5808	61,0788	63,6981	66,4442	67,6038	68,7577	69,9115	71,0712
Firefighter Paramedic - Engineer										
	Month	9,927	10,655	11,088	11,542	12,018	12,219	12,419	12,619	12,820
	Annual	119,124	127,860	133,056	138,504	144,216	146,628	149,028	151,428	153,840
	47.26 Hr	48,4638	52,0179	54,1318	56,3483	58,6721	59,6534	60,6298	61,6062	62,5875
	40 Hr	57,2712	61,4712	63,9692	66,5885	69,3346	70,4942	71,6481	72,8019	73,9615

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APPENDIX FE

IAFF LOCAL 452 Vancouver Fire Department Substance Abuse Policy

PURPOSE

The Vancouver Fire Department is committed to providing its employees and the public a workplace that is free from substance abuse. The City supports employees undergoing treatment and rehabilitation for substance abuse and notifies employees of the penalties that may be imposed for substance abuse violations in the workplace. This policy complies with the Drug Free Workplace Act of 1988.

SCOPE

This policy applies to all City of Vancouver (Fire Department) employees, volunteers and vendors that work at or represent the City or the City's interests and/or access facilities, unless otherwise addressed by a current collective bargaining agreement or public safety policy.

DEFINITIONS

Alcohol means ethyl alcohol or ethanol. Breath alcohol tests on covered employees must show levels below 0.04 or the employee will be in violation of this policy, however, an employee will not be permitted to return to work if the employee's BAC is greater than 0.02.

Alcohol concentration means the alcohol in volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test.

Alcohol use means the consumption of any beverage, mixture or preparation, including any medication, containing alcohol.

Breath Alcohol Technician (BAT) means an individual who instructs and assists individuals in the alcohol testing process and operates an EBT.

Breath Alcohol Testing Site means a location which affords visual and aural privacy for the performance of breath alcohol testing. No unauthorized person shall be permitted access to the breath alcohol testing site when the evidential breath testing device is unsecured or at any time when testing is being conducted. In unusual circumstances, e.g. after an accident when a test must be conducted outdoors, the breath alcohol technician must provide visual and aural privacy to the greatest extent practicable.

City means the City of Vancouver, Washington.

Controlled substance means a chemical or its immediate precursor classified in Schedules I through V under the *Federal Controlled Substances Act, 21 USC 811 to 812*, as modified under *RCW 46.25* (copies are available to employees from the City's HRRS department). "Controlled substances" include but are not limited to narcotics, depressants, stimulants, hallucinogens, and cannabis.

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DHHS means the *Department of Health and Human Services* or any designee of the Secretary, Department of Health and Human Services.

Drug means a substance:

- Recognized as a drug in the official United States Pharmacopoeia, official Homeopathic Pharmacopoeia of the United States, official Formulary, or in any supplement to any of them;
- Intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in humans or animals;
- Other than food or beverage, intended to affect the structure or any function of the body of humans or animals;
- Intended for use as a component of anything listed above in A, B, or C of this definition.

Employee means an individual who personally renders services to the City of Vancouver temporarily or otherwise, and who is not employed by an independent contractor to render those services pursuant to a contract.

EBT device (or **Evidential Breath Testing device**) means an EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices." (CPL)

Illegal Drug means drugs which are not legally obtainable or drugs which have not been obtained legally. It also means drugs which are legally obtained but are knowingly used in a purpose or manner other than prescribed or intended.

Medical Review Officer (MRO) means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test results together with ~~his or her~~their medical history and any other relevant biomedical information. MRO's must be certified by a substance abuse medical association such as AAMRO or MROCC.

On-Duty means as any time on the job, volunteering or representing or acting in or on behalf of the City's interests. In addition, all time spent in association with drug testing specimen collection and/or alcohol testing is considered on-duty time.

Prohibited drug means cocaine, opiates, amphetamines, or phencyclidine.

Reasonable Suspicion means that a trained manager or supervisor observes behavior, appearance, speech or body odors that are characteristic of alcohol or drug misuse. These observations must be specific, articulable and contemporaneous.

Refuse to submit (to a drug/alcohol test) means that a covered employee fails to provide a urine sample or to submit to a breath alcohol test as required by this policy, without a valid medical explanation, after ~~he or she has~~they have received notice of the requirement to be

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tested in accordance with the provisions of this policy, or engages in conduct that clearly obstructs the testing process.

Substance Abuse means addiction to or the dependency upon alcohol or a controlled substance, or the use of alcohol or a controlled substance in a manner that results in interference with an employee's performance of work-related tasks.

Substance Abuse Professional (SAP) means a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.

Work shift means any time during which an employee is engaged in work on behalf of the City, including but not limited to routine 8-hour or 24-hour shifts, rotating shifts, part-time shifts, breaks, and time spent traveling from one work site to another.

Verified negative (drug test result) means a drug test result reviewed by a medical review officer and determined to have no evidence of prohibited or authorized drug use.

Verified positive (drug test result) means a drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use at or above the following thresholds:

Substance	Initial Test	Threshold	Confirmation Test	Threshold
Amphetamines ng/ml	Urinalysis	1000 ng/ml	Split Specimen	500
Amphetamine ng/ml	Urinalysis	1000 ng/ml	Split Specimen	500
Methamphetamine	Urinalysis	1000 mg/ml	Split Specimen	500 ng/ml
Cocaine Metabolite	Urinalysis	300 ng/ml	Split Specimen	150 ng/ml
Opiates Metabolite	Urinalysis	300 ng/ml	Split Specimen	300 ng/ml
Morphine	Urinalysis	300 ng/ml	Split Specimen	300 ng/ml
Codeine	Urinalysis	300 ng/ml	Split Specimen	25 ng/ml
Phencyclidine ng/ml	Urinalysis	25 ng/ml	Split Specimen	25

Results below the thresholds are considered negative.

Procedure and Guidelines

Testing Procedures

Testing required under this policy will be considered on-duty time. All drug and alcohol testing will be conducted with accuracy, reliability and a high regard for privacy and dignity in specimen collection, testing and notification. The security of urine samples and the accuracy of breath testing are absolutely necessary. For this reason, the City uses collection and testing procedures that are based on the industry standards established by the DOT. The City will

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adhere to these standards for collection, testing, MRO review and result reporting. Results obtained from procedures not in accordance with these industry protocols will not be valid for the purpose of this policy.

Drug Testing:

- a. Urine specimen collection for drug testing will be performed by qualified individuals in conformance with current standards of practice, using chain of custody procedures, and with respect for the privacy and dignity of the person giving the specimen. Employees will not be witnessed when providing a urine specimen. Drug test specimens will be collected to provide at least 30 ml of urine in a "primary specimen" shipping bottle and at least 15 ml of urine in a "split specimen" shipping bottle.
- b. Drug testing will be performed only by laboratories certified by the Substance Abuse and Mental Health Administration (SAMHSA) of the U.S. Department of Health and Human Services (previously "NIDA").
- c. Testing procedures will be conducted and monitored in accordance with *49 CFR Part 40*. Copies of these federal regulations are available from HRRS to all employees upon request. Specimens submitted to the laboratory are tested for the following drugs:
 - Cocaine
 - Amphetamines
 - Opiates
 - Phencyclidine (PCP)
- d. The specimen collection agent will use the split sample method of collection. This method involves dividing the original specimen into a "primary" and a "split" sample.
- e. The contract laboratory must be certified by the SAMHSA. The laboratory will observe testing/chain of custody procedures to ensure that the specimens' security, proper identification and integrity are not compromised.
- f. When an initial screening test for drugs is positive, a second, confirmatory test will automatically be performed. Confirmed positive drug tests will be reported by the testing laboratory to the MRO for verification.
- g. If the primary specimen is positive, the MRO will make every reasonable effort to notify the employee of the result. If the MRO is unable to reach the employee, the City will as soon as practicable request that the employee contact the MRO to discuss test results.
- h. When the MRO is able to contact the employee or applicant to discuss the results, the MRO will inform the candidate or employee that ~~he/she has~~they have 72 hours from having been informed of a verified positive test to request that the MRO send the split specimen to a different SAMHSA-certified laboratory for analysis.

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- i. Expenses for testing of the split sample will be paid for initially by the City. If the results of the split sample test are positive, the City will be reimbursed by the employee for the cost of testing the second split sample.
- j. Outside job applicants who request a second test will be responsible for the cost of testing the split sample. In addition, the candidate will be responsible for coordination of payment for the second testing.

Marijuana Testing:

In the State of Washington, marijuana is legal under state law, both as a prescription medication and as a drug used for recreational purposes.

Employees shall not be under the psychoactive effects of marijuana causing motor impairment while on duty. Marijuana metabolites can stay in a person's blood for weeks after the psychoactive effects of the drug have completely subsided. In addition, certain topical medications containing marijuana, do not cause any psychoactive effects, but can still result in a positive test for marijuana.

A saliva test shall be used to screen for the psychoactive effects of marijuana use, and if positive, shall be confirmed by a blood test performed by a qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the tests utilizing appropriate equipment. An initial positive level shall be 5 nano grams per milliliter of Delta-9-tetrahydrocannabinol. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed using a blood test.

Sample handling procedures, as detailed in section discussing "Drug Testing", shall apply. A confirmatory test shall also test for the psychoactive effects of marijuana usage. A positive blood level shall be 5 nano grams per milliliter of Delta-9-tetrahydrocannabinol. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's files.

If the employee tests positive for marijuana, the MRO will make a determination, based on current scientific data and other evidence, if the marijuana more than likely caused the behavior or impairment that resulted in the administration of the drug or alcohol test.

If the MRO determines marijuana was not the likely cause of the behavior or impairment that resulted in the administration of the drug or alcohol test, the MRO will not release any results of the marijuana portion of the drug test to the Employer.

Alcohol Testing:

- a. Candidate shall report to testing facility and sign the Breath Alcohol Testing Release Form. Refusal to sign this form will be regarded as refusal to take the test. A Breath Alcohol Test will then be conducted by a certified Breath Alcohol Technician (BAT).

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- b. Testing procedures will be conducted and monitored in accordance with 49 CFR Part 40. Copies of these federal regulations are available from HRRS to all employees upon request.
- c. The BAT must conduct a second breath alcohol test if the initial screening test indicates that the employee or applicant has a prohibited alcohol concentration.
 - The first test is a screening test. Any result less than 0.02 alcohol concentration is considered negative and no further testing is required.
 - If the alcohol concentration is 0.02 or greater, the BAT will conduct a confirmation test within 15 minutes of the screening test.
 - If the results of the screening and confirmation tests are not identical, the confirmation test will be the result upon which any further action under this policy will be taken.
- d. If the confirmation test indicates an alcohol concentration at 0.02 or above, the BAT must immediately notify the supervisor who will arrange for transportation of the employee from the alcohol testing site.
- e. If the confirmation test indicates an alcohol concentration of 0.04 or above, the individual is considered to have a prohibited alcohol concentration.

Prohibited Forms of Drug/Alcohol Use

Employees are prohibited from the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance on City property, or anytime during an employee's work shift.

Employees are prohibited from reporting for work after using illegal drugs or controlled substances at a time, or in such a manner that may impair work performance. This prohibition includes a verified positive drug test result.

Employees are prohibited from reporting for work after consuming alcohol at a time, or in such a manner, that may impair work performance (prohibited alcohol conduct).

Refusal by an employee to submit a urine or breath specimen when requested to do so under the guidelines of this policy will have the same consequences as a positive test result, and will result in immediate removal from duty.

Violations of this policy and/or its prohibitions may lead to corrective action up to and including termination of employment, providing just cause for such action exists. Official discovery of prior voluntary treatment or professional assistance shall not, by itself, constitute just cause for corrective action.

Types of Drug/Alcohol Use Testing

Post-offer of employment: Alcohol testing is not conducted. Drug testing is conducted after offer to hire; hire is contingent on negative results.

Applicants for positions that are covered under this policy will be notified of the testing requirements during the application process.

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If an outside applicant's drug test is verified as positive, ~~he/she~~they will be prohibited from hire. Applicants may be considered again for employment with the City after six (6) months.

Post-accident: Post-accident testing will be conducted when an employee, driving a vehicle/equipment during the course of ~~his or her~~their shift, has an accident which results in any of the following:

- a fatality; or
- the employee receives a citation for a moving traffic violation.

As soon as practicable following an accident, the supervisor or another appropriate City administrator will indicate whether the operator(s) of any vehicle involved in the accident must report for specimen collection and/or an alcohol breath test. Such operators shall be ordered to submit to testing.

Alcohol and drug testing must be conducted as soon as possible following an accident (as defined above), but in no case will an alcohol test be conducted later than 8 hours after the incident; and in no case will a drug test be conducted later than 32 hours after the incident.

Employees who are ordered to be tested under this section are to report immediately to the designated specimen collection and testing facility as instructed. The supervisor or other appropriate administrator will arrange transportation for the employee to the facility, as well as transportation to the employee's place of residence.

Any employee who is subject to post-accident testing must remain readily available for testing. If the employee does not or is not able to remain at the accident scene, ~~he/she is~~they are required under this policy to notify the City of his or her location until testing is completed. This notification requirement will be considered to be met if the employee is unable, because of the need for medical treatment for personal injury, to remain at the site. If the employee fails to do this, when ordered, the City will interpret this action as a refusal to undergo the required testing. However, nothing in this section is designed to require the delay of any appropriate action that may need to be taken by the employee in an emergency situation such as obtaining emergency assistance, seeking emergency medical attention, etc.

If a regular/probationary employee has a positive drug test or a breath test indicating an alcohol level of 0.04 or greater, the employee cannot return to work until ~~he/she has~~they have been evaluated by a substance abuse professional, complied with recommended rehabilitation, and has a negative result on a return to duty drug and/or alcohol test(s). In addition, the employee may also be required to undergo follow-up testing as outlined in this policy.

The employee will be placed on a paid administrative leave from the time they are required to undergo testing until such time testing, or any requested confirmation tests are completed. The employee may use any available leave balances to cover any absences that occur from the time period between completion of confirmation tests until the time the employee is permitted to return to work.

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In addition to post-accident tests conducted under the procedures of this policy, the results of a breath or blood test for alcohol or a urine test for the use of prohibited drugs, conducted by Federal, State, or local officials having independent authority for conducting such tests, are considered to meet this policy's post-accident testing. For the enforcement of this policy, the City will use the results of such tests when available. No additional confirmation tests are required under this policy. The City will notify the employee that under this policy ~~he/she-~~ has they have the option of undergoing an additional drug test within 32 hours of the incident if ~~he/she chooses~~ they choose. Procedures for conducting this second test will be in accordance with this policy.

The City will provide employees covered by this policy with all the necessary post-accident information, procedures and instructions so that all covered employees will be able to comply with the requirements of this policy.

Reasonable Suspicion: Conducted when a trained supervisor or manager observes behavior or appearance which is characteristic of alcohol or drug misuse.

An employee may be referred for drug and/or alcohol testing only by a trained supervisor or manager who observes, first hand, specific, articulable and contemporaneous behavior such as appearance, speech or body odors that are characteristic of alcohol or drug misuse. Co-workers or other employees may report a behavior that causes concerns, but employees will only be sent for testing based on first hand observations of a trained supervisor or manager.

The supervisor will complete an observation of behavior checklist as part of any referral for reasonable suspicion testing. Use of this checklist will be reviewed during the training for supervisors and managers in the recognition and detection of signs and symptoms of alcohol and drug misuse.

The supervisor or manager who has reasonable suspicion that the observed behavior or appearance of an employee is characteristic of alcohol or drug misuse will take the employee aside to a private area, express ~~his/her~~ their observations, and require (or order, in the case of police and fire personnel) that the employee submit to a drug and/or alcohol test in accordance with City policy. Prior to beginning a discussion with the employee about the observed behavior, the supervisor or manager will inform the employee of their right to have union representation present during the meeting. Employee requests for representation will be honored to the extent that honoring the request would not unreasonably delay testing.

Employees who are required to be tested because of reasonable suspicion are required to report immediately to the specimen collection and/or testing site. The supervisor or manager will arrange transportation for the employee to the specimen collection/testing site and to the employee's place of residence.

If required specimens are not collected or if required tests are not administered within 8 hours (for alcohol) and within 32 hours (for drug), the manager or supervisor will document the reasons for not collecting the specimens or administering the tests and will discontinue the efforts to test the employee.

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If the employee exhibits behavior that gives cause for reasonable suspicion testing referral for alcohol misuse, in spite of an inability to immediately test, the employee will not be permitted to complete ~~his/her~~their shift. Employees who are not permitted to complete a work shift under this policy will be placed on paid administrative leave as described below.

If an employee has a positive drug test or a breath test indicating an alcohol level of 0.04 or greater, the employee cannot return to work until ~~he/she has~~they have been evaluated by a substance abuse professional, complied with recommended rehabilitation, and has a negative result on a return to duty drug and/or alcohol test(s). In addition, the employee may also be required to undergo follow-up testing as outlined in this policy.

The employee will be placed on a paid administrative leave from the time they are required to undergo testing until such time testing, or any requested confirmation tests are completed. The employee may use any available leave balances to cover any absences that occur from the time period between completion of confirmation tests until the time the employee is permitted to return to work.

Voluntary Testing: An employee may voluntarily submit to drug or alcohol testing upon agreement of the City. The City will not suggest such voluntary testing or coerce employees into such testing. Results of voluntary tests will be disclosed only to the employee who submitted to the test. Employees who voluntarily test, or who voluntarily go through substance abuse treatment programs, will not be required to undergo random testing as a result of their voluntary actions.

Return to work and follow-up: Conducted when an employee is returning to work after having violated this policy by testing positive for drugs and/or demonstrating prohibited alcohol conduct.

Before returning to work, an employee who has violated this policy is required to submit to an alcohol and/or drug test.

After returning to work, additional follow-up testing may be required. The number, frequency, and type (drug and/or alcohol) of follow-up testing will be directed by the employee's substance abuse professional. When required by the SAP, follow-up testing will consist of at least six tests in the first twelve months after returning to work. Follow-up testing may be extended for no longer than sixty (60) months following return to work, as recommended by the SAP.

An employee subject to these requirements must test negative for alcohol and/or drug misuse under the tolerances established in this policy.

If the alcohol or drug test is positive for an employee ~~he/she~~they will be referred to the substance abuse professional who is guiding rehabilitation. The City will follow the recommendations of the SAP, and consider the SAP's evaluation of the employee in determining any corrective action. If an employee tests positive on any follow-up tests the employee will be subject to corrective action up to and including termination.

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Training and Education

Employee education and supervisor training are essential parts of this policy and program. All existing and new employees will receive information on the impact of drug and alcohol use and will receive information on resources for assistance. Supervisors will receive this same training, as well as additional training in the recognition and detection of signs and symptoms of alcohol and drug misuse. Supervisors will not be permitted to make reasonable suspicion testing referrals unless they have completed such training. In addition, the City will make this same training available to union representatives in an effort to keep them up to date and educated in this area.

Treatment – Employee Assistance Program

The City will support treatment efforts for regular/probationary employees with drug/alcohol problems who, prior to official discovery, voluntarily seek assistance. When an employee under this policy for the first time, voluntarily seeks assistance, ~~he/she~~they will immediately be granted a leave of absence in accordance with the applicable employment policies.

Discipline and Rehabilitation

An employee whose alcohol or drug test yields a verified positive result for any concentration of a controlled substance that is prohibited by law and/or under this policy will be required to submit to an evaluation for substance abuse at a facility designated by the City or the City's employee assistance program (EAP).

An employee who violates any element of this policy may be subject to discipline in accordance with applicable City policies, procedures, and collective bargaining agreements provided that an employee who violates any prohibition of this policy will not be disciplined for the first offense if ~~he/she~~they successfully completes a treatment program and follow-up testing upon return to work. An employee may be subject to discipline for adulterating or falsifying, or attempting to adulterate or falsify, a test sample, or for falsifying or attempting to falsify a test result; and/or for refusing to undergo treatment or rehabilitation as may be recommended by a professional in the field of substance abuse. All employees are required to comply with other City or departmental policies and may be subject to discipline for violation of such policies. No employee shall be disciplined under this policy except for just cause.

Any discipline imposed on an employee covered by a collective bargaining agreement may be subject to the collective bargaining agreement grievance procedure or Civil Service Appeal, if applicable.

The City offers an EAP through a private firm. An employee may seek help directly from the private firm for evaluation of abuse of, addiction to, or dependency upon alcohol or a controlled substance. The private firm may refer the employee to another firm for treatment or rehabilitation. An employee's use of the EAP and referral to another firm for treatment and rehabilitation shall be confidential and shall not be disclosed to the City, unless the SAP determines that the employee is unable to safely perform ~~his/her~~their employment duties.

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An employee who undergoes treatment or rehabilitation under paragraph (d) of this section may use any appropriate leave benefits available to attend treatment or rehabilitation sessions.

An employee who participates in a treatment or rehabilitation program will not be penalized for participation. However, participation in a program will not excuse the employee from compliance with this policy in its entirety or, from fully and acceptably performing all of ~~his/her~~their employment duties.

Payment for outpatient, inpatient, or any other treatment programs will be covered subject to the terms of the employee's health insurance benefit and/or EAP in effect at the time. However, if an employee requires in-patient detoxification and/or treatment for a substance abuse problem, the city will reimburse the employee for all "co-pay" costs noted under the employee's city-provided insurance plan. This reimbursement will be made if the employee self refers to such treatment program, or if the employee is required to undergo such treatment due to on-the-job substance abuse problems.

This reimbursement shall be available one time only to any employee covered by the policy, whether the associated treatment is due to a self-referral or required referral. If an employee chooses to utilize a substance abuse program, either on an in-patient or out-patient basis that is not covered by the employee's health insurance plan, the city will not reimburse any of the costs associated with that treatment.

An employee who is required to participate in a treatment or rehabilitation program may, upon successful completion of such program, be randomly re-tested for alcohol and/or controlled substance abuse for a period of up to sixty (60) months upon the recommendation of the SAP, following completion of the program. Positive test results during this period may be grounds for discipline up to and including termination

An employee who successfully completes a treatment or rehabilitation program shall be returned to ~~his/her~~their regular duty assignment. Thirty-six (36) months following the completion of a treatment program, if the employee has had no further positive testing or other alcohol or substance abuse related incidents, the employee's personnel file shall be purged of any reference to ~~his/her~~their drug and/or alcohol problem.

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RESPONSIBILITY ASSIGNMENTS

Human Resources and Risk Services

- Manage the alcohol and controlled substance testing program.
- Ensure all testing and collection procedures are in compliance with federal regulations.
- Maintain all documentation regarding any positive test results in a locked file cabinet in HRRS.
- Provide sole source communication on drug and/or alcohol issues and provide information on employee assistance program and available assistance resources.
- Provide mandatory training for managers and supervisors and offer the same training to union representatives.
- Take every reasonable measure to safeguard the privacy of an employee in connection with this policy. Maintain the confidentiality of an employee who voluntarily requests assistance in dealing with chemical dependency.

Managers and Supervisors

- Assist employees with chemical dependency problems who are seeking help and support recovery efforts.
- Attend training programs on detecting substance abuse and the administration of the City of Vancouver Substance Abuse Policy.
- Adhere strictly, at all management levels, to the policies and procedures established for drug and alcohol testing.
- Require an employee to submit to drug testing when there is reasonable suspicion to believe the employee has used alcohol and/or a controlled substance in a way which violates the law and/or this policy.
- Work with HRRS and Law Departments to understand the employee's rights and the assistance resources available if ~~he/she is~~they are identified as being chemically dependent.
- Take every reasonable measure to safeguard the privacy of an employee in connection with this policy. Maintain the confidentiality of an employee who voluntarily requests assistance in dealing with chemical dependency.

Employees

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- Know that employee consumption of alcohol and/or controlled substances (other than medications prescribed by a physician) on City premises is prohibited at all times; and is prohibited off City premises during normal break periods if the employee is scheduled to return to work.
- An employee shall notify ~~his/her~~their manager or supervisor and HRRS within five (5) calendar days after a conviction for a violation of any criminal drug or alcohol statute if (a) the violation occurred in the employee's workplace or during the employee's work shift, (b) the conviction results or may result in the loss of driving privileges for any period of time, (c) the conviction otherwise adversely affects the employee's ability to perform employment duties, or (d) if the conviction may result in time lost from work.
- Promptly comply with an order to submit to a urine and/or breath test for alcohol and/or controlled substances pursuant to this policy.
- Support the City's commitment to maintain a drug-free work place by reporting any violation of the Substance Abuse Policy to ~~his/her~~their supervisor, manager, or to HRRS.

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Summary report: Litera Compare for Word 11.3.1.3 Document comparison done on 5/15/2023 2:39:20 PM	
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Intelligent Table Comparison: Active	
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Table moves from	0
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Embedded Excel	0
Format changes	0
Total Changes:	1310



Staff Report: 109-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/5/2023
6/26/2023

SUBJECT Larson Annexation

Key Points

- Single property owner request to annex into the City of Vancouver
- Site is 1.16 acres
- Property is zoned for residential use

Strategic Plan Alignment

Goal 1: Ensure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest

Present Situation

City staff has received a petition to annex a parcel of land adjacent to city limits from a single-owner. The subject site is located at the very northern edge of the city limits at 5213 NE 95th Street, east of Saint Johns Road. The site is 1.16 acres in size and contains a single-family home and accessory structures. Surrounding uses include single family residential to the north, west, and east and an industrial warehouse to the south. The annexation area does not include any right of way within 95th street.

The current service providers for the annexation boundary area include:

- Fire District 5 (currently serviced by Vancouver Fire Department)
- Clark Public Utilities water district (will remain)
- Clark Regional Sewer district (will remain)
- Clark County Park District 7 (will change to City Park District B)
- Clark County Sherriff's Office (will change to Vancouver Police Department)
- Development review/ permits (will change to City of Vancouver)

The proposed annexation is being processed by the "direct petition" annexation method under RCW 35.13.125. At a publicly noticed hearing on February 27, 2023, City Council adopted a resolution that confirmed:

- the physical boundary of the annexation property; and
- the resulting comprehensive plan designation of Urban Lower Density(UL) and a zoning designation of R-9 for the property; and
- the annexing property owner will not assume any City indebtedness.

Following the February 27, 2023, Resolution to proceed, the applicant submitted a formal petition to annex the subject property into the City of Vancouver. The petition signature was reviewed and certified by the Clark County Assessor's Levy Office on April 20, 2023.

The annexation notice with hearing dates and information was published in the Columbian newspaper on May 4, 2023. The subject site was physically posted with signs in three places on May 4, 2023.

Advantage(s)

- Supports owner annexation request.
- Ensures UGA land is developed under City of Vancouver standards.

Disadvantage(s)

None; based on the size of the annexation area.

Budget Impact

Minimal, based on the size of the annexation area. The City will assume property taxes from the annexed area. The site will continue to be served by 3rd party water and sewer utility providers. Vancouver Fire Department already serves this area under contract with Fire District #5. Clark County will continue to maintain the 95th Street right of way. Vancouver Police Department will assume service from the Clark County Sheriff's Office.

Prior Council Review

February 27, 2023 Resolution hearing.

Action Requested

Following the first reading of the ordinance on June 5, 2023, and the public hearing proceeding on June 26, 2023, vote to approve and adopt the ordinance to annex the Larson property into the City of Vancouver.

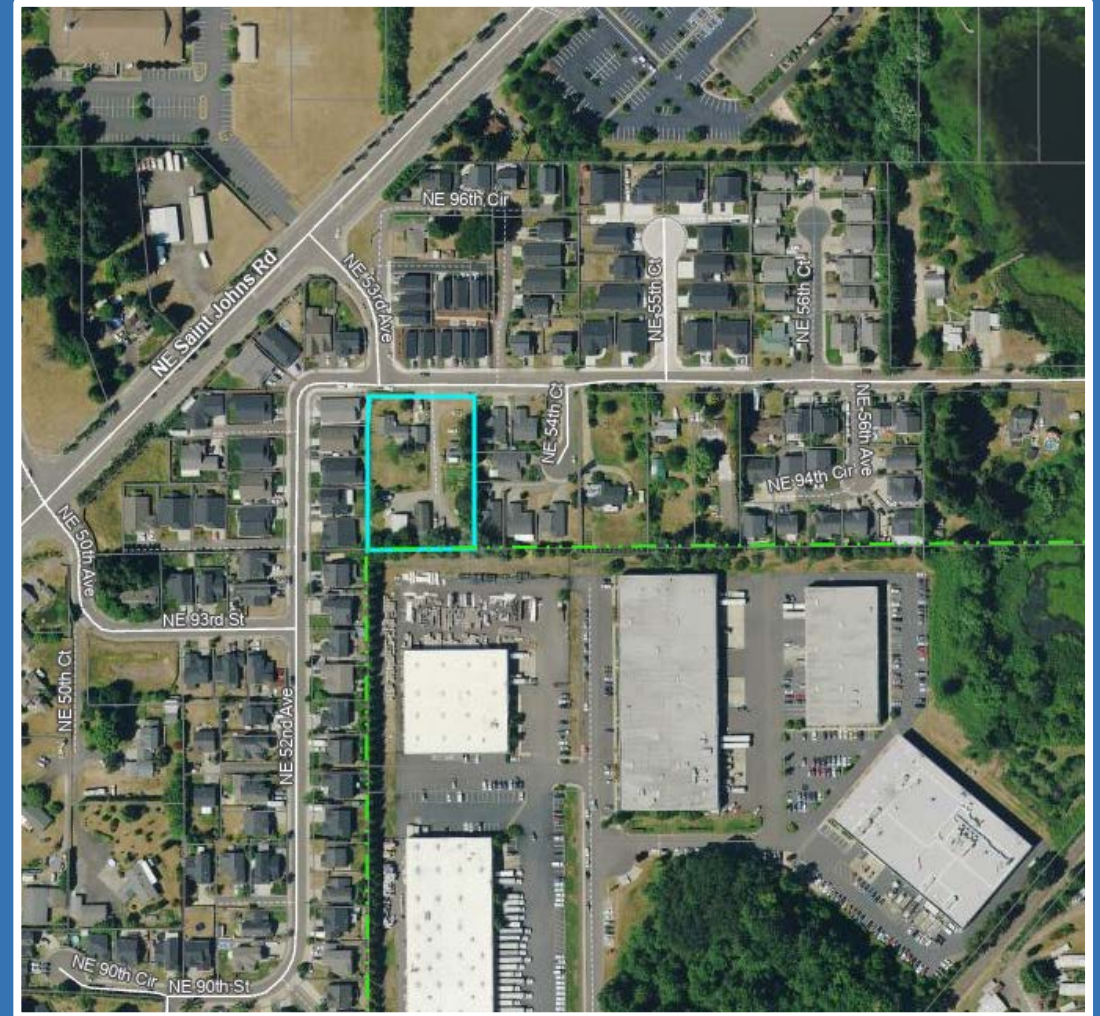
Bryan Monroe, Associate Housing Project Coordinator, 360-487-7958

ATTACHMENTS:

- ▢ Larson Annexation Presentation
- ▢ Larson Annexation Ordinance
- ▢ Larson Annexation Ordinance Exhibits A-E

Larson Annexation Petition

Vancouver City Council
June 5, 2023- Introduction
June 26, 2023- Public Hearing



Bryan Monroe
Associate Planner
Economic Prosperity and Housing

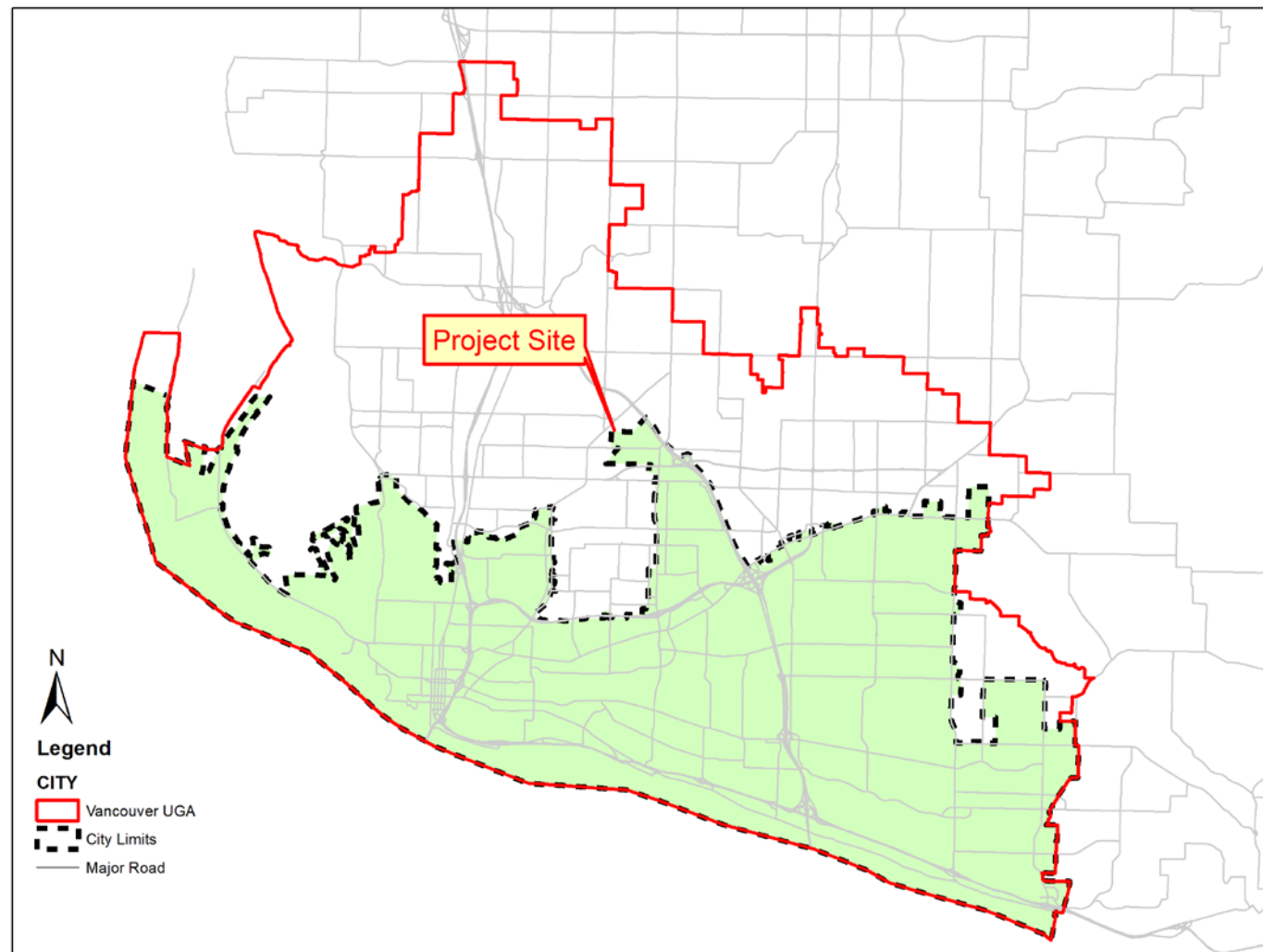
Presentation Overview

- Annexation Process
- Location / Site Characteristics
- Approval Criteria
- Next Steps

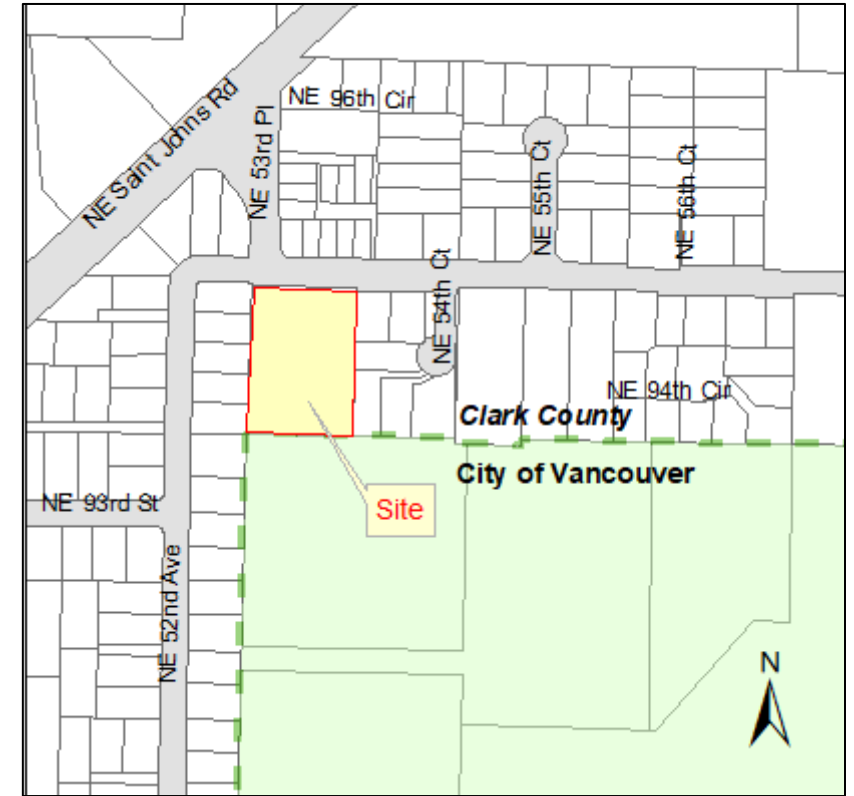
Annexation Process

- Direct Petition Method
- Initial 10% Ownership Resolution
- Petition Signature Certification
- 30-day Notice of Public Hearing
- 60% Ownership Ordinance hearing
- Conduct Population Census

Urban Growth Area



Vicinity Location



Annexation Factors

- Determine Geographic Area
- Determine Initial Comprehensive Plan and Zoning Designations
- Determine Assumption of Indebtedness for Annexed Area

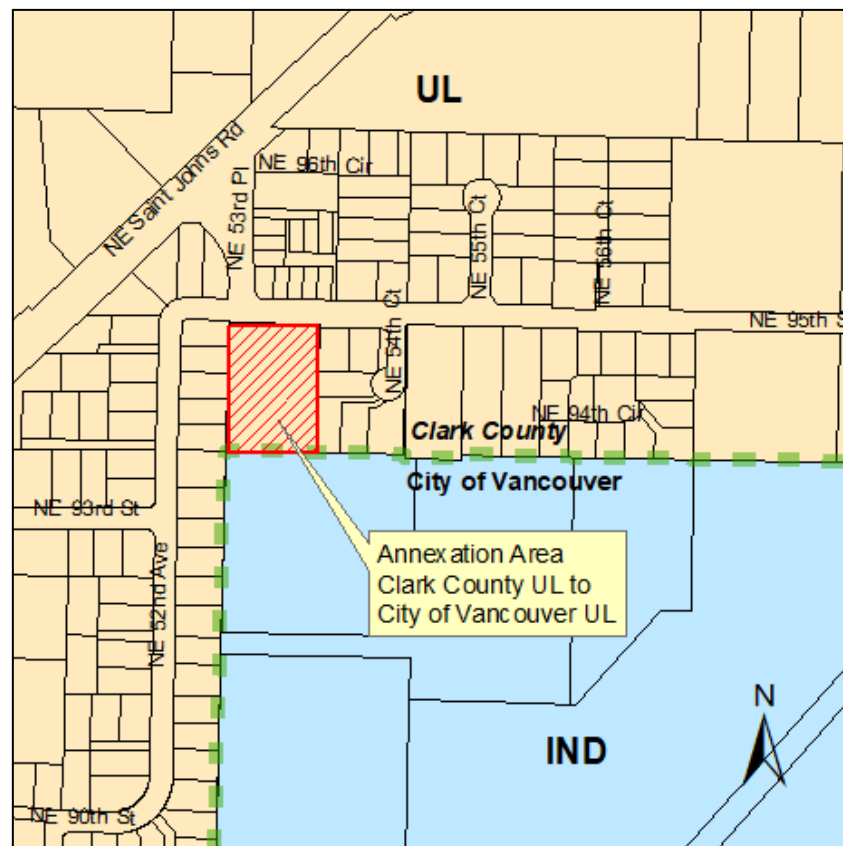
Geographic Area

- 5213 NE 95th Street
- 1.16 Acres

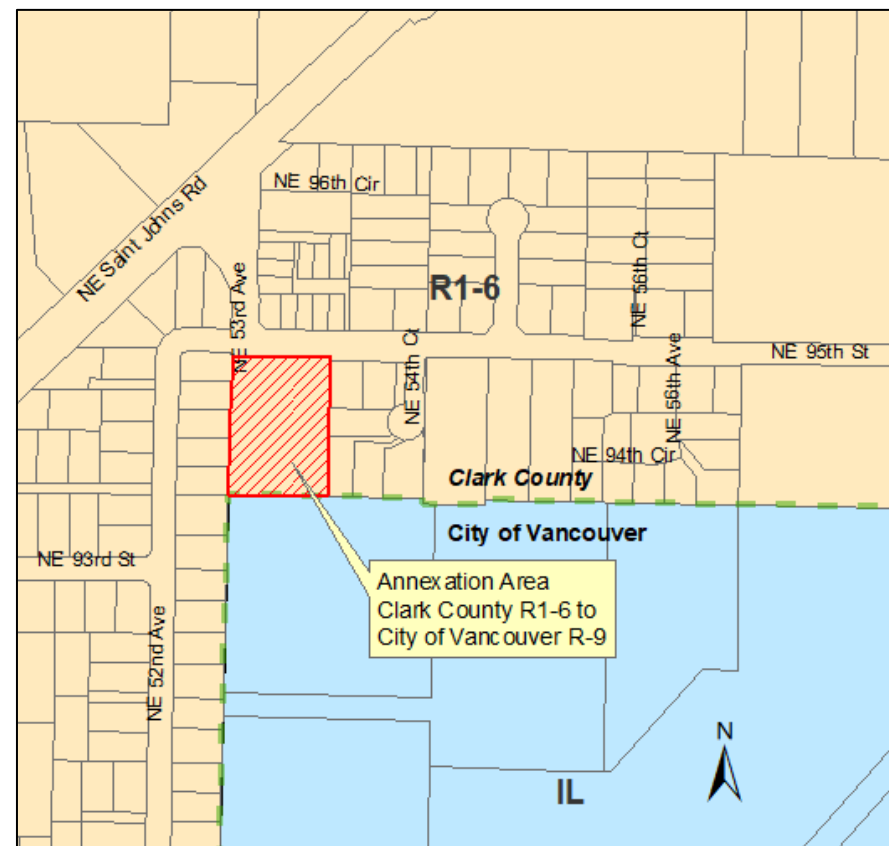


Comprehensive Plan

Zoning Designation



Comp Plan:
UL to UL



Zoning:
R1-6 to R-9

Assumption of Indebtedness

- There is no pre-existing debt to pass on to the annexing property owner

Next Steps

- Send notice of annexation to service providers
- Submit property census documents to Washington State Office of Financial Management.

Requested Action

Following the first reading of the ordinance on June 5, 2023, and the public hearing proceeding on June 26th, 2023, vote to approve and adopt the ordinance to annex the Larson property into the City of Vancouver

Thank You

Bryan Monroe, Associate Planner
bryan.monroe@cityofvancouver.us

Rebecca Kennedy, Long Range Planning Manager
Rebecca.Kennedy@cityofvancouver.us

To learn more, visit www.cityofvancouver.us/cdd/page/annexation



6/5/2023
6/26/2023

ORDINANCE NO. _____

AN ORDINANCE relating to approval of an annexation pursuant to RCW 35.13.125; establishing the geographic extent, defining the comprehensive plan and land use designations, and determining the assumption of all or any portion of existing city indebtedness; accepting the certified petition supporting annexation; and providing for an effective date for the Larson annexation.

WHEREAS, pursuant to RCW 35.13.005, no city located in a county in which urban growth areas have been designated under RCW 36.70A.110 may annex territory beyond an urban growth area; and,

WHEREAS, pursuant to RCW 36.70A, the City of Vancouver has an urban growth area designated under the Growth Management Act; and,

WHEREAS, the proposed annexation area is located in Vancouver's urban growth boundary, and is contiguous to the City of Vancouver along the northern most border at the address of 5213 NE 95th Street; and

WHEREAS, pursuant to RCW 35.13.125, the City of Vancouver received a signed annexation petition from property owners of at least 60% of the assessed value of land within the defined annexation area; and,

WHEREAS, pursuant to RCW 35.13.410 (Alternative direct petition method) on February 27, 2023, Vancouver City Council met with the initiating party, considered public testimony, and voted to accept the annexation request; defined the geographic extent of the proposed annexation; determined the comprehensive plan and zoning designation; and did not require assumption of all or any portion of the existing city indebtedness by the area to be annexed; and,

WHEREAS, pursuant to RCW 35.21.005 (Sufficiency of Petitions), on April 20, 2023, the Clark County Assessor certified that the signature represents property owner support from more than 60% of the total assessed valuation of the proposed annexation area.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Location of Annexation Area: Pursuant to RCW 35.13 (Annexation Of Unincorporated Areas) the proposed Larson annexation area is located in Vancouver's urban growth boundary and is contiguous to the City of Vancouver along the northern border at the address of 5213 NE 95th Street. The legal description of such annexing land is set forth in Exhibit "A", attached hereto and incorporated herein. A parcel map of such annexing land is set forth in Exhibit "B", attached hereto and incorporated herein.

Section 2. Comprehensive Plan and Zoning Designations: Currently the Larson Annexation area has a Clark County Low-Density Residential (UL) comprehensive plan designation, and a R1-6 zoning designation. Upon annexation the comprehensive plan designation for the parcel will

convert to the Vancouver Urban Lower-Density (UL) designation and the R-9 zoning designation as set forth in Exhibits “C” and “D” attached hereto and incorporated herein.

Section 3. Comprehensive Plan and Zoning Maps: The comprehensive plan and zoning designations provided for in Section 2 shall, upon the designated effective date, be applied to the land being annexed, as shown on the maps attached hereto and incorporated herein as Exhibits “C” and “D”.

Section 4. Indebtedness: As decided by City Council on February 27, 2023, the City will not require the property owner within the annexation boundary to assume any existing city indebtedness.

Section 5. Signature Certification: Pursuant to RCW 35.21.005, the County Assessor issued a Certification of Sufficiency dated April 20, 2023, regarding the signature support for Larson annexation, as set forth in Exhibit “E”.

Section 6. Signature Acceptance: City Council hereby accepts the certified signatures supporting annexation of the Larson annexation.

Section 7. Annexation Approval: City Council hereby approves the Larson annexation as described herein.

Section 8. Effective Date: This ordinance shall become effective thirty (30) days following the date of final adoption.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

Signed this 26th day of June 2023.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to approval of an annexation pursuant to RCW 35.13.125; establishing the geographic extent, defining the comprehensive plan and land use designations, and determining the assumption of all or any portion of existing city indebtedness; accepting the certified petition supporting annexation; and providing for an effective date for the Larson annexation thirty (30) days following the date of final adoption.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Exhibit A

Legal Description

The west half of lot seven (7) of Hillond Tracts, as recorded in Book D, Page 76 of subdivisions, records of Clark County, Washington.

TOGETHER with that portion as described in auditor's file no. 3219292

TOGETHER with that portion as described in auditor's file no. 5055543

Except that portion described in auditor's file no. 3219293

Exhibit B: Annexation Boundary

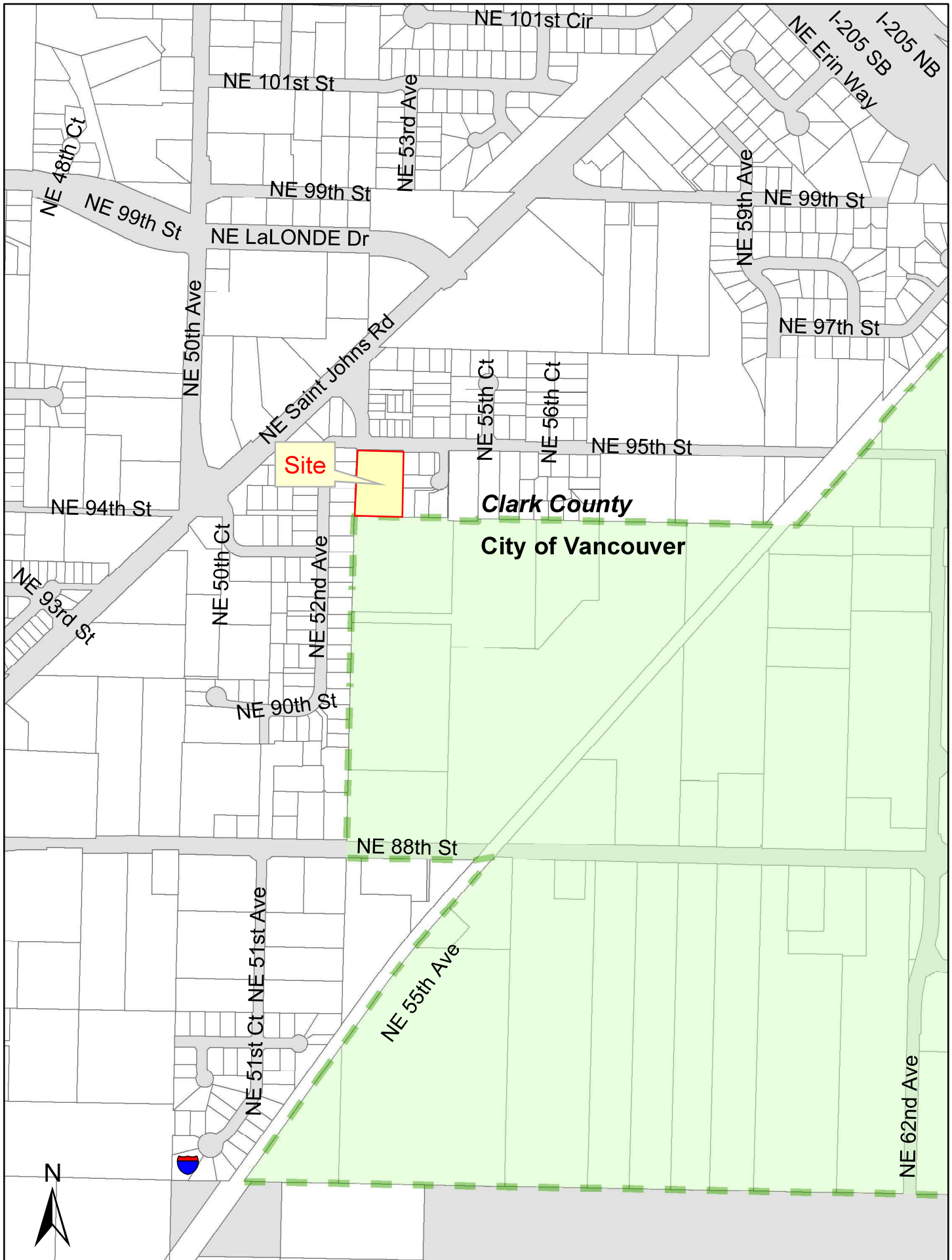


Exhibit C: Comprehensive Plan

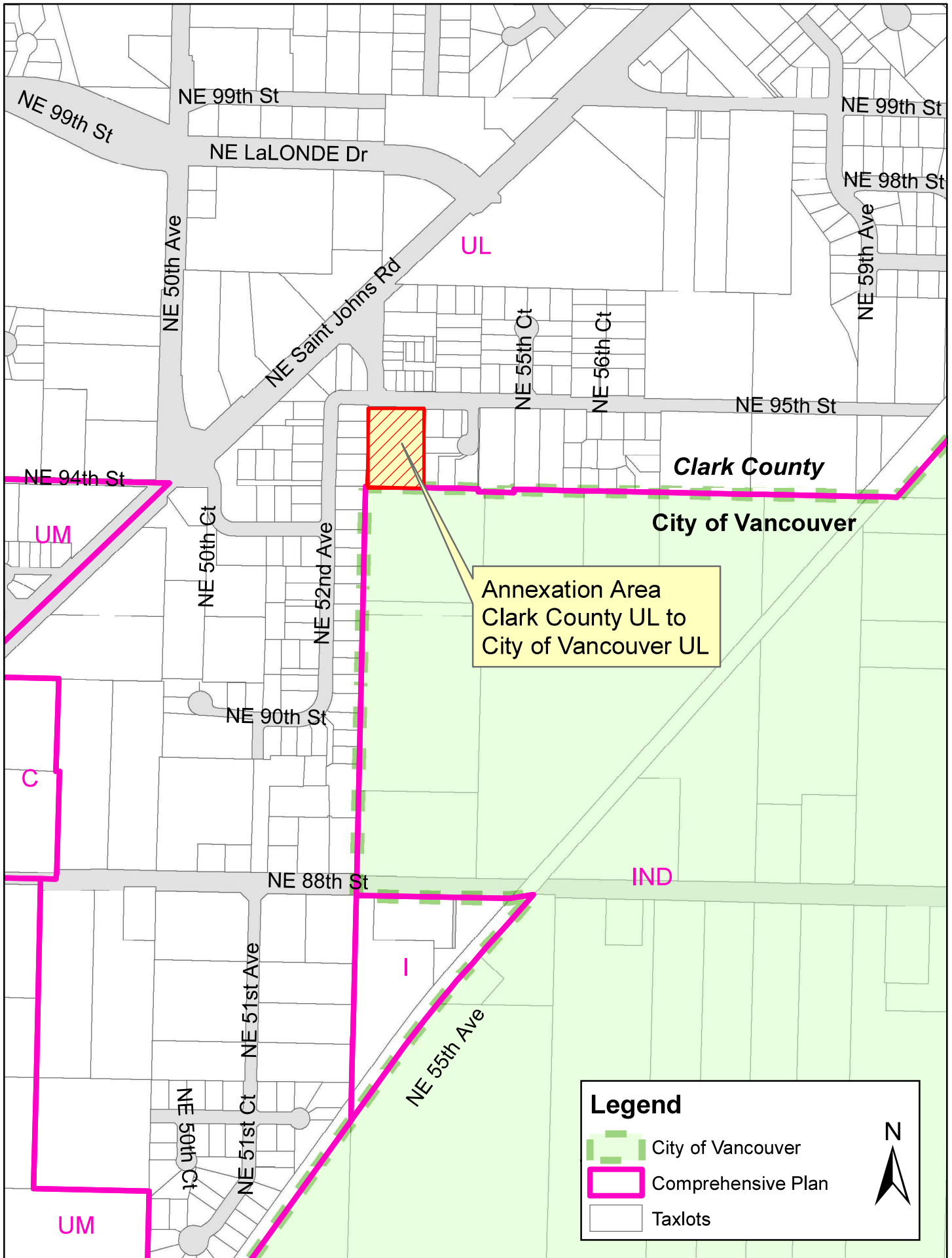


Exhibit D: Zoning Boundary

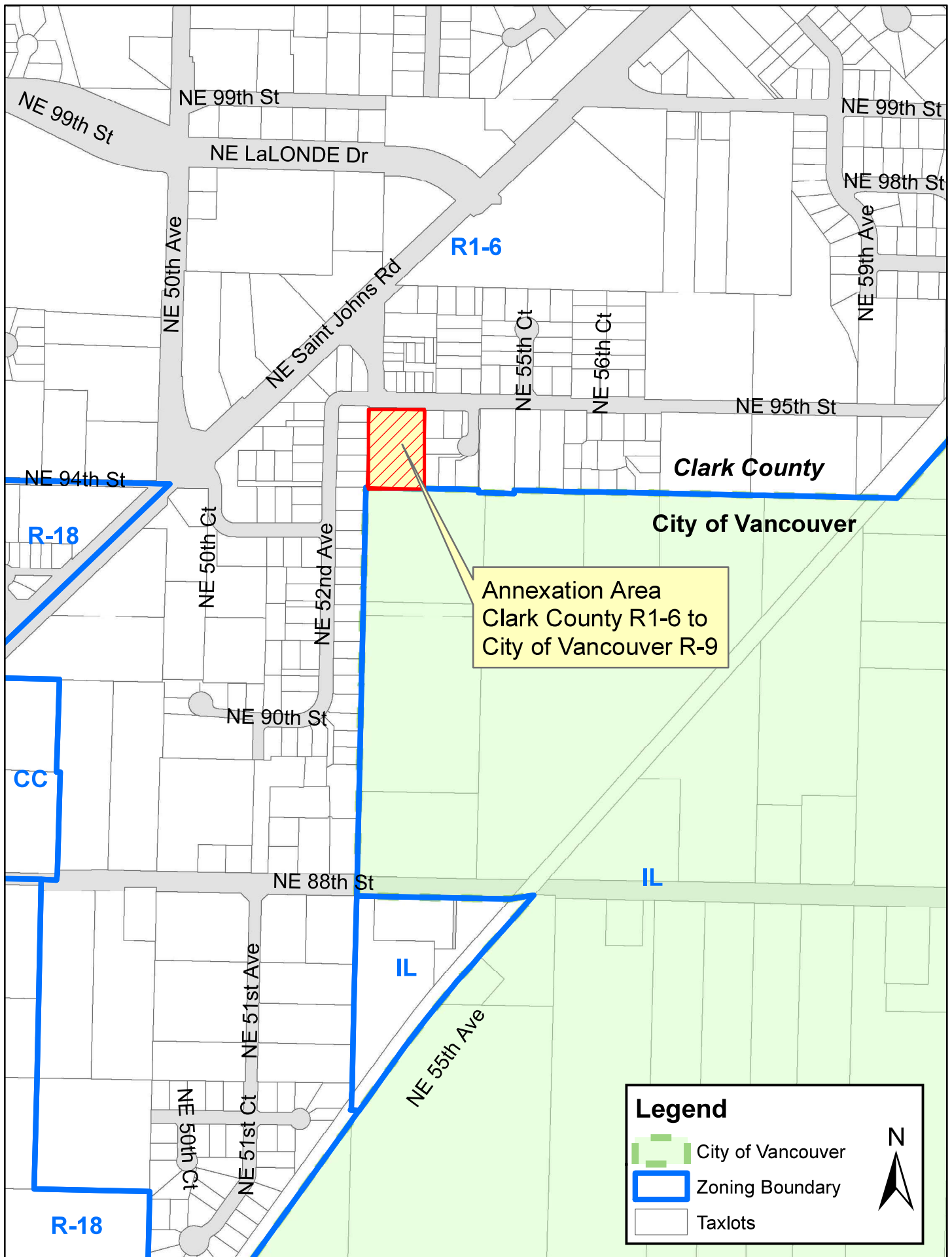


EXHIBIT E



CLARK COUNTY WASHINGTON

www.clark.wa.gov/assessor

ASSESSOR'S OFFICE

Peter Van Nortwick, Assessor

1300 Franklin Street
PO Box 5000
Vancouver, WA 98666-5000
360.397.2391
360.397.6046 f

April 20, 2023

Brian Monroe
415 W 6th Street
PO Box 1995
Vancouver, WA 98668

Dear Brian,

You will find enclosed the Certification of Sufficiency of the petition for annexation of land to the City of Vancouver: Larson annexation.

Please contact me should you have any questions regarding this annexation.

Sincerely,

Peter Van Nortwick

Peter Van Nortwick
Clark County Assessor

Enclosed:

Certification of Sufficiency
Annexation Legal Description
Annexation Map

Exhibit E-2

Certification of Sufficiency Larson Annexation

The City of Vancouver on April 13th, 2023, submitted for review by Clark County Assessor, a USC to annex to the city, approximately 1.14 acres of land known as the Larson Annexation. Subject to the requirements of 35.21.005 I now certify the following in my capacity as Clark County Assessor:

1. On April 13th, 2023, the city of Vancouver submitted for certification by the Clark County Assessor utility service covenants (USC) to annex to the city one (1) parcels of land including associated road and public utility rights-of-way, totaling approximately 1.14 acres.
2. The legal description and map of the area proposed for annexation, as provided by the city, are attached to this certification. According to the map provided by the city, this area is in unincorporated Clark County and within the urban growth boundary.
3. The city is completing annexation pursuant to the sixty percent method of annexation RCW 35.13.125 – 170
4. The Clark County Assessor initiated determination of USC sufficiency on April 19th 2023 which is the “terminal date” as defined in 35.21.005
5. The area proposed for annexation has a certified annexation value for general taxation of \$159,061.
6. USC signatures provided by the city represent valid owner signatures of a combined total assessed value for general taxation of not less than 60% of the total assessed value for general taxation of all property in the proposed annexation area. This review did not address the legal sufficiency of any proxy or utility covenant, only the sufficiency of the presence of signatures thereon.

Therefore, based on the USC certification request and supporting materials submitted by the city, I hereby declare and certify that the USC documents represents the affirmative consent of properties totaling more than 60% of the value according to the assessed valuation for general taxation purposes of the property proposed for annexation.

Given under my hand and seal this April 20th 2023

Peter Van Nortwick

Peter Van Nortwick
Clark County Assessor

Exhibit E-3

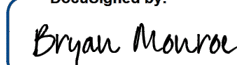
Submitting Jurisdiction: VancouverAnnexation Name: Larson Annexation

PETITION FOR ANNEXATION –COVENANT COVER SHEET

RCW Chapter 35.13 governs non-code city annexations, which is subject to petition sufficiency review by Clark County under RCW 35.21.005. Likewise, RCW 35A.14 governs code city annexations, which is subject to petition sufficiency review by the Clark County under RCW 35A.01.040. Both statutes require that the Clark County Auditor and Assessor work together to verify the signatures of petition signors by comparing them to the signature records of registered voters or current property owners in Clark County. This process becomes complicated when the signature on a petition is that of a city officer under a covenant and is signed by a person who is no longer a landowner and is not a registered voter. In those instances, there is no known signature to compare it to.

Therefore, to "certify" the petition and make certain that the City's annexation will not later be declared invalid, the Auditor and Assessor must rely upon the jurisdictions who submit such covenant signatures. Therefore, for each covenant, the City shall summarize the documents and information they have researched that ensure the covenant's validity. Upon submission of this cover sheet, the County shall process the covenant signatures by examining only facial irregularities, and any petition certification issued shall clearly indicate that for such signatures, verification was made in reliance upon the submitting jurisdiction.

I certify under penalty of perjury that this information is true and correct to the best of my understanding, as of this 13th day of April, 2023.

DocuSigned by:

745949ED86C0425...
(signature)

By: Bryan Monroe Agent of Submitting Jurisdiction
(print signatory's name)

Exhibit E-4

GENERAL ANNEXATION COVENANT

THIS COVENANT is made and executed this 9 day of March, 2023 by and between the City of Vancouver, a municipal corporation, hereinafter referred to as "City" and Donald A Larson, hereinafter referred to as "Owner".

WHEREAS, the Owner owns, or claims an ownership interest in, the following real property located in Clark County, Washington, hereinafter referred to as "Property":

Parcel No(s): 105900000

Attachments: A-Full legal description of parcel(s)
B- Parcel map showing property covered by covenant
C-Affidavit

WHEREAS, the property is located outside the present city limits of Vancouver, and within the Vancouver Urban Growth Area; and,

WHEREAS, it is understood that the Owner is submitting their petition signature supporting annexation; and,

WHEREAS, it is recognized that the Property is to become part of the City of Vancouver through annexation; and,

WHEREAS, the Owner has been informed of and understands that the City intends to commence annexation proceedings to annex certain property to the City of Vancouver, including, but not limited to, the property legally described herein; and,

WHEREAS, the Owner of the Property is not under a legal obligation to sign a petition for annexation to the City of Vancouver for the Property legally described herein at this time; and,

WHEREAS, the Owner further acknowledges that this covenant shall be considered a valid Petition supporting annexation; and,

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. INCORPORATION OF RECITALS: The foregoing recitals are incorporated herein by reference.

2. COVENANT RUNNING WITH THE LAND: The Owner agrees that in the event of a sale or transfer of the property affected by this Agreement, future Owners shall acknowledge that the promises made herein, do constitute a covenant running with the land as described above, which shall bind the land and shall run with the land, binding the Owners, heirs, transferees, Successors in Interest and all who derive an interest herein. The Owner understand this covenant shall be considered a valid Petition for Annexation by the Owner, heirs, successors and assignees, for the Property.

For recording purposes, please **do not** write outside the double line.

Page 1

Exhibit E-5

3. NON-SEVERABILITY: In the event that any material provision is found unenforceable by a court of competent jurisdiction, this Agreement shall be null and void and the City shall have no further obligation to annex the property that is described herein.

4. WARNING: Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

THIS COVENANT shall be recorded in the Clark County Auditor's Office.

Dated this 3 day of 9, 2023

Donald a Larson

(Signature of Owner)

Donald a Larson

(Printed name of Owner)

STATE OF WASHINGTON)
)SS
COUNTY OF CLARK)

I hereby certify that I know or have satisfactory evidence that Donald A Larson
(Print Name)

signed this instrument, on oath stated that (she/he) is authorized to execute the instrument as a

Owner of _____
(Position/Title) (Name of Corporation/ Trust)

and acknowledge it to be (her/his) free and voluntary act of such party for uses and purposes mentioned in the instrument

M. Aguirre
(Signature of Notary)

Marisol Aguirre
(Print Name of Notary)

My Appointment Expires: Feb 14, 2026
Notary Public for the State of Washington

NOTARY PUBLIC
STATE OF WASHINGTON
MARISOL AGUIRRE
MY COMMISSION EXPIRES
FEBRUARY 14, 2026
COMMISSION # 198056

For recording purposes, please **do not** write outside the double line.
Do not write, stamp, or sign outside the line

Page 2



Staff Report: 110-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/5/2023
6/26/2023

SUBJECT Renaissance Boardwalk Master Plan

Key Points

- Per VMC Table 20.210.020-1 and VMC 20.620.030, master plans in the Columbia Shoreline Enhancement Plan District require a Type IV process and recommendation by the Hearing Examiner to the City Council for final approval.
- Following January 17, 2023 hearing, the Hearing Examiner issued a recommendation to City Council. The Hearing Examiner recommended approval of the master plan and denial of the zoning variance (variance to the 12,000 square foot limitation on the 8th floor).
- Council held two workshop meetings with staff on April 3, 2023 and May 1, 2023.
- Staff has added conditions of approval to the Hearing Examiner recommendation as directed by Council. The updated conditions are contained in a staff memorandum attached to the draft ordinance.
- Staff recommends that the City Council approve the project and adopt the findings contained in the Hearing Examiner recommendation dated February 3, 2023 along with the updated findings contained in the draft ordinance. The draft ordinance includes updated findings in support of the height variance and revised conditions of approval recommended by staff as provided in memorandum attached to the draft ordinance.
- As the final decision maker, the City Council may approve the application as recommended by staff and the Hearing Examiner, amend the recommendation including adding or modifying the recommended conditions of approval, or deny the application.
- The decision by City Council is appealable to Superior Court.

Strategic Plan Alignment

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

Goal 7: Build on our status as the largest city on the Columbia River by strengthening connections to the river and the waterfront

Goal 8: Strengthen commercial, retail and community districts throughout the city

Present Situation

The Kirkland Renaissance Boardwalk development includes multi-family residential and commercial uses, open space, and a riverfront boardwalk. The proposed development program includes 217 multi-family dwelling units, approximately 115,500 sq. ft. of commercial space, 370 underground parking spaces, including 100 EV-ready spaces, removal of the existing deteriorated wooden fishing pier, a new public riverside trail (the Renaissance Boardwalk), a new relocated public storm pipe, and reconstruction of the Renaissance Trail to incorporate the Heritage Sidewalk detail installed in the Vancouver Waterfront development.

The applicant is requesting the following approvals:

1. Shoreline Substantial Development Permit – for development within the City Shoreline. The site contains critical areas including the FEMA floodway, FEMA 100-year floodplain (aka flood fringe), riparian management area and riparian buffer of the Columbia River and geologic hazards due to steep slopes and liquefaction. Critical areas review is processed with the shoreline substantial development permit and the critical areas regulations contained within the City's Shoreline Master Program, Chapter 5A apply.
2. Approval of a Master Plan – The site is located within the Columbia Shoreline Enhancement District that requires a master plan be approved per the standards of VMC 20.260 Planned Developments. The applicant requests both a conceptual and detail plan approval under the planned development provisions.
3. Shoreline Conditional Use Permit – for relocation and replacement of a large diameter stormwater outfall line that services upstream property.
4. CX Zone Height Variance – to allow the floor area to exceed 12,000 square feet for a floor that extends above 75 feet in height (Floor 8 is proposed to have 27,022 square feet).
5. Design Review – for development within the Downtown Design Review district.

On January 17, 2023, a duly noticed public hearing was conducted before the City's Hearing Examiner and the Hearing Examiner issued findings, conclusions and recommendations for approval of the master plan, shoreline substantial development permit and shoreline conditional use permit and denial of the zoning variance (variance to the 12,000 square foot limitation on the upper 8th floor).

Based upon the two City Council workshops on April 3, 2023 and May 1, 2023, City staff has added conditions of approval to the Hearing Examiner recommendation as directed by Council (see Ordinance attachment memo 5-23-23). Additionally, the draft ordinance contains approval findings for the requested height variance.

Advantage(s)

- Public access to the riverfront will be restored.
- New businesses and residences will be added to downtown and Vancouver riverfront.

Disadvantage(s)

Additional traffic will be generated from the project.

Budget Impact

Since the site is privately owned, there is no direct impact to the City of Vancouver's budget.

Prior Council Review

- April 3, 2023 and May 1, 2023 Council Workshop Meetings.
- Council approved a Development Agreement in 2021.

Action Requested

On Monday, June 5, 2023, approve the ordinance approving the project; and subject to the Council's decision on the proposed ordinance, setting a date of second reading and public hearing for June 26, 2023.

Keith Jones, Senior Planner, 360-487-7887

ATTACHMENTS:

- ▢ Applicant Shade and Tree Plan
- ▢ Applicant Environmental Permitting Memo
- ▢ Hearing Examiner Recommendation
- ▢ Ordinance
- ▢ Ordinance Attachment 5-23-23 Memo
- ▢ Staff Presentation



Technical Memorandum

To: Keith Jones – City of Vancouver
From: Travis Kessler, PWS - Otak
Copies: Casey McKenna, AIA – Otak
Date: May 9, 2023
Subject: Kirkland Renaissance Boardwalk – Environmental Permitting Considerations
Project No.: 18923.000

Introduction

Kirkland Development, LLC is planning the Kirkland Renaissance Boardwalk, a mixed-use development project along the banks of the Columbia River within the City of Vancouver, Washington. The site is currently developed with the Who Song and Larry's restaurant. Joe's Crab Shack restaurant, which closed early in the 2020 pandemic, has been since demolished. The proposed development includes removal of the existing public wooden pier located on City of Vancouver and Clark PUD property adjacent to the site and the construction of a cantilevered boardwalk.

Project Location

The project site is located east of the Vancouver-Oregon Interstate-5 (I-5) Bridge, and south of SE Columbia Way, in the City of Vancouver, Washington. The project site is located in Sections 27, 34, and 51 of Township 02 North, Range 01 East of the Public Land Survey System in Water Resource Inventory Area (WRIA) 28 – Salmon-Washougal. Columbia River flows east to west along the southern boundary of the project area. Columbia River flows into the Pacific Ocean approximately 100 miles downstream. Land use in the watershed consists of a mix of urban commercial and residential areas, rural residential, and large forested areas used for logging.

Meeting Summary

The Vancouver City Council held a meeting on May 1, 2023 to discuss the proposed Kirkland Renaissance Boardwalk project. During the workshop, a concern was raised over the environmental procedures and regulations that would need to be followed in the unforeseen event that the integrity of the seawall was compromised and collapsed after construction commenced. The section below outlines the environmental procedures and regulations that would need to be followed.

Environmental Procedures and Regulations

Although the project proposal is to avoid in-water work along the Columbia River to avoid and minimize impacts to critical areas, a plan is in place in the event that the existing retaining wall loses its integrity and collapses. In this case, a series of environmental procedures and regulations have the potential to be triggered. The general steps to follow in the unforeseen event that the existing retaining wall collapses include:

- 1) Notify local, state and federal agencies;
- 2) Develop cleanup and stabilization plan for short-term;
- 3) Develop long-term solution;
- 4) Complete regulatory permitting.

The first step in the process is to stop work immediately and notify the regulatory agencies in the event that the existing retaining wall collapses. The second step in the process consists of developing a short-term cleanup and stabilization plan to temporarily stabilize the wall from further collapsing into the Columbia River nearshore habitat. This step may require an emergency declaration to allow for after-the-fact permitting. The third step in the process is to develop a long-term solution to repair/replace the damaged wall and mitigate for any environmental impacts that have occurred. The fourth step in the process consists of compliance with local, state and federal regulations to compensate for the additional unanticipated impacts. These regulations are summarized in the paragraphs below.

City (Shoreline/Critical Areas)

City of Vancouver (City) regulates critical areas (e.g., wetlands, streams, waterbodies, and their buffers) per Vancouver Municipal Code (VMC) 20.740 (Critical Areas Protection). Columbia River is a Shoreline of Statewide Significance per City of Vancouver's Shoreline Master Program and is also regulated per VMC 20.760 (Shoreline Management Area). Activities that modify streams, waterbodies or their buffers require authorization from the City, including a critical areas assessment report that adequately evaluates the proposed action and potential impacts to support any land use application (VMC 20.740.050).

State (Ecology/WDFW)

Ecology

Washington Department of Ecology (Ecology) regulates activities in wetlands, streams and waterbodies under Section 401 of the CWA through the Water Quality Certification process. Ecology has authority over discharge into all wetlands, streams, and waterbodies and can impose buffers and compensatory mitigation for impacts under 90.48 RCW depending on the proposed project and amount of impacts to aquatic resources. Ecology also issues Coastal Zone Management federal consistency for projects occurring in City of Vancouver.

WDFW

Washington Department of Fish and Wildlife (WDFW) requires issuance of a Hydraulic Project Approval (HPA) prior to any activities that may directly or indirectly affect streams or associated aquatic resources considered as waters of the state. WDFW has jurisdiction over Columbia River in the study area, and administers the HPA program under the state Hydraulic Code [Chapter 77.55 Revised Code of Washington (RCW)]. An HPA will be required for any work within and adjacent to the ordinary high water mark (OHWM) of Columbia River, including uplands within the riparian corridor.

Federal (USACE/EPA)

The Environmental Protection Agency (EPA) and US Army Corps of Engineers (USACE) regulate wetlands and other waters of the United States (WOTUS) under Section 404 of the Clean Water Act (CWA). Columbia River is classified as a Traditional Navigable Water (TNW) and is regulated under Section 404 and Section 10 of the CWA. Discharge of fill material within the OHWM of the Columbia River is regulated by the USACE and will require federal permits.

**BEFORE THE HEARING EXAMINER
FOR CITY OF VANCOUVER**

In the Matter of the Application of	)	NO. PRJ-163131/LUP-82094
	)	
	)	
Kirkland Development LLC	)	Kirkland Renaissance Boardwalk
	)	
	)	
For Approval of a Master Plan, Design	)	FINDINGS, CONCLUSIONS,
Review, Zoning Variance, Shoreline	)	AND RECOMMENDATIONS
Substantial Development Permit, and	)	
<u>Shoreline Conditional Use Permit</u>	)	

SUMMARY OF RECOMMENDATION

The Hearing Examiner recommends to Vancouver City Council that the requests for master plan, design review, shoreline substantial development permit, and shoreline conditional use permit approval should be **GRANTED** subject to conditions. The Examiner recommends that the request for a zoning variance should be **DENIED**.

SUMMARY OF RECORD

Request:

Kirkland Development LLC (Applicant) requested master plan, design review, shoreline substantial development permit, shoreline conditional use permit, and zoning variance approval to construct a mixed-use development consisting of 217 multi-family dwelling units, 115,500 square feet of commercial space, and 370 underground parking spaces at property currently addressed as 101 and 111 SE Columbia Way. A zoning variance was requested to allow floor area in excess of 12,000 feet on a floor over 75 feet above ground.

Hearing Date:

The Vancouver Hearing Examiner conducted a virtual open record hearing on the application on January 17, 2023. In an abundance of caution, the record was held open through January 19, 2023 to allow for written public comment from members of the public who experienced difficulty joining the virtual hearing (if any), with additional time arranged for responses by the parties. No post-hearing public comment was submitted, and the record closed on January 19, 2023.

Testimony:

At the open record hearing the following individuals presented testimony under oath:

Keith Jones, Senior Planner, City of Vancouver

Cristina Haworth, Senior Planner, Otak (for Applicant)

Ron Dean, Senior Project Designer, Otak (for Applicant)

Exhibits:

The following exhibits were admitted through the open record hearing process:

Exhibit 1 Staff Report to the Hearing Examiner, dated January 3, 2023

- A. Application Form
- B. Traffic Impact Fee Estimate
- C. Applicant Narrative, including the following appendices:¹
 - A. Development Agreement, dated July 12, 2021
 - B(1). Traffic Debit Memo, dated March 17, 2022
 - B(2). [duplicate of Exhibit 1.P]
 - C. Driveway Engineering Analysis, dated March 22, 2022²
 - D. Preliminary Stormwater Technical Information Report, dated December 2021
 - I. Arborist Report and Level V Tree Plan, dated December 30, 2021
 - L. Letter from Clark County Public Health, dated January 27, 2022
 - R. Sight Distance Analysis, dated March 17, 2022
- D. Site Plan
- E. Landscape Plans
- F. Grading and Erosion Control Plan
- G. Building Elevations
- H. Floor Plans
- I. JARPA for Department of Natural Resources
- J. Department of Archaeological and Historic Preservation letter, dated December 10, 2021
- K. Washington State Department of Transportation letter, dated November 14, 2022
- L. Washington State Department of Transportation Aviation letters, dated November 9, 2022 and November 16, 2021
- M. Department of Ecology letter, dated November 14, 2022
- N. Schematic Foundation memo, dated March 4, 2022

¹ At hearing, the appendices to the Applicant's narrative (Exhibit 1.C) were not offered in the record. During deliberations, the undersigned determined that review of source documents was required to draft accurate findings and conclusions and make correct recommendations to Council. The undersigned requested (via email to the hearing clerk) that the record be supplemented with these appendices to the narrative (as well as with the final SEPA determination and notice of hearing). The original appendix numbering scheme has been retained.

² Identified in the Narrative (Exhibit 1.C) as a Driveway Engineering Analysis, the document submitted as Appendix C to Exhibit 1.C is a minor road modification request related to the pavement cutting moratorium in effect on SE Columbia way.

- O. Seawall memo, dated March 4, 2022
- P. Traffic Analysis Report (Waterfront East), dated August 2020
- Q. Critical Areas Report, dated December 27, 2021
- R. Hydraulic Report, dated February 17, 2022
- S. Geotechnical Report, dated December 10, 2021

Exhibit 2 Applicant PowerPoint

Exhibit 3 Plan Sheet A5 annotated with 200-foot shoreline jurisdiction and 100-foot residential setback

Exhibit 4 Plan Sheet C01 annotated with storm sewer easement highlighted

Exhibit 5 Plan Sheet EX01 annotated to show existing five-foot easement at east boundary and the location of the additional required 15-foot easement

Exhibit 6 Memorandum from Amanda Romero, dated January 19, 2023, re: Solid Waste Staff Report Revision

Exhibit 7 Revised Staff Report sections 11.70 and 11.80

Exhibit 8 Notice of Application, Remote Public Hearing, and Optional SEPA Determination of Non-significance, dated October 13, 2022

Exhibit 9 Memorandum from Casey McKenna, Otak re: Solid Waste Staff Report Revision

Exhibit 10 Final SEPA Determination of Non-significance, issued November 17, 2022

After considering the testimony and exhibits admitted into the record, the Hearing Examiner enters the following findings and conclusions:

FINDINGS

Background

1. Kirkland Development LLC (Applicant) requested master plan, design review, shoreline substantial development permit, shoreline conditional use permit, and zoning variance approval to construct a mixed-use development project consisting of 217 multi-family dwelling units, 115,500 square feet of commercial space, and 370 underground parking spaces on 2.03 acres currently addressed as 101 and 111 SE Columbia Way. The Applicant also requested that a shoreline exemption be granted for redevelopment of a riverfront boardwalk. *Exhibits 1, 1.A, 1.C, 1.D, and 2.*
2. The subject property is on the Columbia River shoreline, a shoreline of statewide significance, just east of the Interstate 5 bridge and on the south side of Columbia Way. The regulated shoreline extends 200 feet from the ordinary high water mark,

encompassing nearly all of the subject property and triggering the requirement for a shoreline substantial development permit. The City of Vancouver Shoreline Master Program (SMP) designates the subject property as a High Intensity shoreline environment. *Exhibits 1, 1.C, and 2.*

3. Surrounding land uses include: the Waterfront Park to the east, which is owned by the National Park Service and is part of the Fort Vancouver Historic Site; vacant land to the north, which is owned by the National Park Service and the Burlington Northern Railroad; an electrical substation and associated parking to the northwest, which is owned by Clark PUD; and public right-of-way and PUD-owned land to the west. *Exhibit 1.C.*
4. The subject property is currently developed with a restaurant (Who Song and Larry's) and surface parking. A second restaurant – Joe's Crab Shack – had previously been on site but was recently closed and demolished. A shared-use path – the Renaissance Trail – runs along the property's Columbia Way frontage. A dilapidated pier/boardwalk, not currently open to the public, extends over the river next to the southwest corner of the subject property on land owned by the City. There is a concrete sidewalk along the waterfront connecting the restaurant area to the park to the east. *Exhibits 1.C, 1.I, and 5.*
5. The proposed redevelopment of the site would include the following components:
 - Construction of a single mixed-use building, which would occupy most of the site area. The building would include 217 multi-family dwelling units and approximately 115,500 square feet of commercial space. The design concept is based on a waterfall, with the building consisting of multiple sub-parts of varying height, creating a cascade effect. The residential units would be on the upper floors of the taller, northern portion of the building; the ground floor of this part of the structure would consist of commercial uses and the residential lobby. The shorter, southern portion of the building, facing the Columbia River, would contain commercial uses only. The building would include ground level tunnel-like openings for pedestrian and vehicular access through the site. It should be noted that while these openings create the appearance of five separate building footprints on the ground level floor plan, it is a single building with the building subparts connecting at the second level and above. A large central courtyard would open to the sky. The building as proposed requires a zoning variance from Vancouver Municipal Code (VMC) 20.630.050.C, because more than 12,000 feet of gross floor area is proposed for a floor that is more than 75 feet in height.
 - Construction of a one-story underground parking garage beneath the building, which would include 370 parking spaces, including 100 electric vehicle spaces.
 - Reconstruction of the Renaissance Trail as part of proposed frontage improvements on Columbia Way. The reconstructed Renaissance Trail would be designed to the City's Heritage Sidewalk standard.
 - Replacement of the dilapidated pier/boardwalk with a new public riverfront trail (identified as Renaissance Boardwalk in some project materials) to be located at the ordinary high water mark. The Applicant requested a Statement of Exemption

from the shoreline substantial development permit requirement for this work pursuant to SMP 2.3, arguing that the work constitutes normal maintenance or repair.

- Installation of a public stormwater pipe and outfall along the eastern property boundary, to replace an existing, deteriorated 27-inch public stormwater pipe that is located approximately 40 feet west of the eastern property boundary. A public trail would be placed within the easement to provide a connection between the Renaissance Trail on Columbia Way and the new boardwalk. A shoreline conditional use permit is needed for this utility work.

Exhibits 1.C, 1.C.D, 1.D, 1.G, 1.H, 1.I and 2; Ron Dean Testimony.

6. Development of the project is governed by a Development Agreement entered into between the City and the Applicant on July 12, 2021. The Development Agreement specifies certain required development components. The required components include removal of the pier and construction of the Renaissance Boardwalk along the seawall. *Exhibit 1.C.A.*
7. The subject property is within two overlay districts: the Noise Impact Overlay District (VMC 20.520), which applies to properties with unusually high levels of aircraft, railroad, and/or traffic noise, and the Airport Height Overlay District (VMC 20.570), which applies to properties within the vicinity of Pearson Field Airport. The subject property is within the approach zone to Pearson Field, which is to the east of the subject property. Planning Staff recommended conditions of approval to address the requirements of these overlay districts, including conditions requiring the Applicant to submit a noise impact reduction plan, record a noise disclosure statement, and obtain a determination of no hazard to air navigation from the FAA. To meet the noise reduction performance standards of the overlay district, the Applicant proposes to use building materials that would reduce interior noise limits to an average of 45 Ldn or less. *Exhibit 1, page 9; Exhibit 1.C, VMC 20.520; VMC 20.570.*
8. The subject property is within the Columbia Shoreline Enhancement Plan District (VMC 20.620). Development within the plan district requires approval of a master development plan per the planned development chapter of the VMC, plus compliance with additional criteria including consistency with the current Comprehensive Plan and zoning regulations, coordination of phased developed, and consistency with the Shoreline Management Act (SMA), City of Vancouver Shoreline Master Program (SMP), and the City's waterfront trail policy. *VMC 20.620.030.B.* Consistent with these requirements, the Applicant has submitted a master development plan for approval, which contains the information required by VMC 20.260.070, and shoreline permit applications for consistency with the SMA and SMP. No phasing is proposed. The proposal includes reconstructing the Renaissance Trail along the subject property frontage and re-establishing a riverfront trail connection. *Exhibits 1, 1.C, page 51.*
9. The subject property is within the City Center (CX) zone, and the Comprehensive Plan designation is Commercial. *Exhibit 1.* The purpose of the CX zone is "to provide for a

concentrated mix of retail, office, civic, and housing uses in downtown Vancouver.”
VMC 20.430.020.D. Retail, eating and drinking establishments, office, and multi-family residential uses are allowed in the CX zone. *VMC Table 20.430.030-1.* There are no setback, lot coverage, minimum landscaping, or lot dimension requirements applicable to the zone. The only CX development standard is the maximum building height standard, which is governed by VMC Figure 20.630-4. *VMC Table 20.430.040-1; Exhibit 1.*

Zoning Variance

10. The maximum building heights in the Downtown Plan District vary from 40 feet to 300 feet. *VMC 20.630.050.* Figure 20.630-4 of the ordinance divides the Downtown Plan District into numerous subareas (some extremely small) and assigns different maximum building heights or maximum building height ranges to each. The subarea containing the subject property has a maximum building height range of 50 to 100 feet. Subareas to the west along the waterfront have progressively higher height allowances. *VMC Figure 20.630-4.* As specified in *VMC 20.630.050.C*, “the low number of the range identifies the maximum building height (inclusive of any roof-top appurtenance) that may be achieved outright.” *VMC 20.630.050.C.* To achieve an increase in building height above the low number of the range, the following criteria must be met:

1. Up to 50% increase in building height (inclusive of any roof-top appurtenance), may be allowed outright, by the Planning Official through the site plan review process upon making the following findings:
 - a. Such increase in height complies with FAA regulation, Part 77, as confirmed by the FAA, through issuance of a determination of no hazard to air navigation; and
 - b. Such increase in height will not affect the safe and efficient use of navigable airspace following consultation with the Pearson Field Airport Manager.
2. Over 50% and up to the high number of a given range, increase in building height (inclusive of any roof-top appurtenance), may be allowed by the Planning Official through the site plan review process upon making the following findings:
 - a. Such increase in height complies with FAA regulation, Part 77, as confirmed by the FAA, through issuance of a determination of no hazard to air navigation; and
 - b. Such increase in height will not affect the safe and efficient use of navigable airspace following consultation with the Pearson Field Airport Manager; and
 - c. The gross floor area of the building at each floor over 50% above the low number of any given range and up to the high number of a given range shall not exceed 12,000 square feet.

VMC 20.630.050.C. In this case, a 50% height increase over the low number of the range is 75 feet. Thus, for the subject property, assuming FAA and Pearson Field requirements can be satisfied, the maximum floor area on floors over 75 feet is 12,000 square feet.
Exhibit 1.

11. The proposed building varies in height, with the commercial portion fronting the Columbia River reaching approximately 49 feet, two inches and the residential portion to

the north reaching 100 feet. Floors 8 and 9 would exceed 75 feet in height. The Applicant proposes 27,022 square feet of floor area on Floor 8 (exceeding the maximum by 15,022 square feet) and 3,271 square feet of floor area on Floor 9. The Applicant submitted that Floor 9 is limited to 3,271 square feet because FAA height restrictions allow for that height only on the far west end of the residential tower, due to the glide slope from Pearson Field. *Exhibits 1.C, 1.G, 1.H, 2, and 3; Cristina Haworth Testimony.*

12. The Applicant requested a variance from the square footage limitation of VMC 20.630.050.C.2.c for Floor 8. In support of the request, the Applicant noted certain development constraints applicable to the site, including utility easements running along the eastern and western property lines, the regulatory constraints associated with being closer to Pearson Field than other sites in the Downtown District and within a regulated shoreline, and the unusual shape of the property. (The street side of the parcel is rounded, and the west end of the site is narrower than the east end). The Applicant argued that the subject property is more height restricted than other parcels in the vicinity, as it is the only privately-owned land within the 50 to 100-foot height district. The Applicant submitted that the additional area on Floor 8 is requested to make up for buildable area lost due to other constraints, arguing that the additional residential units would benefit the public, and that the additional building mass on Floor 8 would not be detrimental because the subject property is separated from other properties by significant infrastructure to the north and west and by trees to the east. *Exhibit 1.C, 2, and 3; Cristina Haworth Testimony.*
13. The easements on the subject property include a portion of a 40-foot wide storm sewer easement associated with I-5. Per comments submitted by the Washington State Department of Transportation, no building or building overhang may encroach into the easement. As visually depicted in Exhibit 3, the easement encumbers a small wedge of land along the western extent of the subject property. The easement along the eastern property line encumbers a width of five feet. However, as part of the proposed project, a new 15-foot easement would be placed in the same location for the relocated storm sewer line. The remainder of the site is potentially developable. The proposed building design leaves an open area in the center of the site, which area is compliant with the shoreline setback for residential development. *Exhibits 1.K, 3, 4, and 5.*
14. City Planning Staff submitted that the variance should be denied, arguing that the height limits depicted in Figure 20.630-4 were “purposely adjusted to address different areas of the downtown and [] established in consultation with FAA and the airport manager at Pearson Airpark.” *Exhibit 1, page 8.* With respect to the limitation to 12,000 square feet, Staff was unaware of the specific rationale but submitted that since FAA/Pearson Field issues were otherwise addressed, the reason for the limit likely relates to planning principles regarding bulk, mass, and scale and preservation of views to the river through downtown. *Keith Jones Testimony.* Staff argued that substantial development can occur with the floor area available to the Applicant, and that a zoning text amendment would be the appropriate avenue for relief from the 12,000 square foot limit for area over 75 feet in height. *Exhibit 1, page 8; Keith Jones Testimony.*

15. The Applicant has not yet received FAA clearance of the proposed building height, and the manager of Pearson Airpark did not submit comments into the record. *Exhibit 1.C.*
16. The loss of some of the Floor 8 dwelling units would not cause the density of the project to fall below the minimum of 190 dwelling units established in the Development Agreement. At present, 217 dwelling units are proposed and 27 of them are planned for Floor 8. There would still be 190 dwelling units on the site even if all Floor 8 dwelling units were eliminated (which they would not need to be as 12,000 square feet would still be available for development). *Exhibit 1.C.A, Section 4.2.3; Exhibit 1.H.* At hearing, the Applicant representative testified that additional housing units could not be placed in the southern portion of the building or in the center of the site because the required shoreline setback for residential development was 100 feet. *Cristina Haworth Testimony.* This testimony may have been misunderstood by the undersigned or was in error, because pursuant to SMP Table 6-1, the shoreline setback for multifamily residential uses is 35 feet. *SMP Table 6-1.*

Design

17. The project is subject to design review pursuant to VMC 20.265. The subject property is within the Central City Plan District design review district. *VMC Figure 20.265-1; Exhibit 1.* Because the subject property does not contain buildings listed on the local or national historic register, review by the Historic Preservation Commission is not required. *Exhibit 1.C, page 35.*
18. The Applicant submitted plans demonstrating consistency with applicable design standards, as follows:
 - The proposed site design places “active” commercial uses on the ground floor adjacent to public areas. Restaurants and outdoor seating would face the Renaissance Boardwalk.
 - Parking would be below grade within a parking structure. Only short-term parking and loading would be provided along the internal drive aisle.
 - A gathering space accessible from the interior of the building would be located where the building does not directly abut the sidewalk due to easement constraints.
 - The vertical continuity of building facades along Columbia Way would be maintained to a height exceeding two floors.
 - Rooflines would be consistent with the building’s use and surroundings, and would include details for visual interest, including a sloped profile in the northern (residential) portion and tiered roof decks with planters in the southern portion.
 - Within the building façade, projections of portions of the upper floors would provide visual interest.
 - In an area where there is a wall in excess of 15 lineal feet but windows are not feasible (which would occur only along a small portion of the eastern façade, adjacent to a solid waste and recycling room), wall plantings would be used to enhance the

appearance of the wall.

- Rain protection on the north side of the building would be provided through awnings and building recesses. Projections and cantilevered building masses would provide rain protection on the south side of the building. These features would be more than eight feet above the sidewalk.
- Pedestrian amenities including benches, planters, and trash receptacles would be provided on site.
- Trash dumpsters would be enclosed in rooms.
- A variety of materials would be used for walking surfaces. Plazas would be surfaced with pavers in geometric patterns. The boardwalk would be paved with patterned concrete and pavers.
- Light standards would be compatible with the character of the building. Lighting would be used to accent benches, railings, and planters, and would be provided along sidewalks and the Renaissance Trail for pedestrian safety.
- The site design provides visual access to the Columbia River.
- Public art is proposed throughout the site.
- Deciduous trees from the City's approved list would be planted along Columbia Way as part of proposed frontage improvements.
- Most of the plantings on site would be placed in raised planters that could also serve as seating.
- Parking would be provided at a rate exceeding the minimum City standard by 14%, to account for the lack of street parking on Columbia Way and to avoid overflow parking on the park site to the east.
- Elevators to the parking garages would be located in accessible areas.
- A single building is proposed, but with multiple sections designed to create a strong visual relationship. The overall design is inspired by a waterfall, with the structure cascading towards the Columbia River. The design makes optimal use of the waterfront setting by placing the lowest building heights along the river so that views can be maintained from the upper floors of the residential area behind.
- The building height is proportionate to the scale of Columbia Way.
- The proposed mixed-use development would provide increased opportunities for informal and planned activities beyond 9:00 am to 5:00 pm work hours.
- The building would be oriented both to Columbia Way and to the boardwalk. Retail would be accommodated on the ground level.
- Awnings would be placed to define the first floor.
- Lighting along the waterfront trail would conform to City standards.

Exhibits 1.C, 1.D, 1.E, 1.G, and 1.H. Of note, many of the features listed in this finding

could not be verified from the plans and elevations in the record; however, Planning Staff concurred that the Applicant's materials demonstrate compliance with the City's design standards. *Exhibit 1.*

19. The proposal would not affect relationships between existing structures in the vicinity, or between existing structures and open space. The only structure on site is a two-story restaurant building, which is surrounded by surface parking and minimal landscaping. The only building in the vicinity is the Clark PUD building to the north. The I-5 bridge is west of and visible from the site, and the Burlington Northern Railroad tracks are to the north of the site. The proposal would include open spaces providing visual access to the river. Pedestrians would be able to walk through the building via courtyards. *Exhibits 1.C and 2.*
20. Consistent with the requirements of the Development Agreement, the Applicant proposes to construct the building consistent with the LEED Gold standard.³ LEED addresses several categories of environmental concern, including water efficiency, energy usage, indoor air quality, and materials sourcing. Natural gas would not be used to serve the residential units. *Exhibit 1.C.*

Access, Traffic, and Parking

21. Vehicular access to the development would be from SE Columbia Way, a minor arterial. The Applicant proposes a looped driveway that would connect to SE Columbia Way at two locations, and a separate driveway from SE Columbia Way that would lead directly into the underground parking structure. The looped driveway would pass through the building. *Exhibits 1 and 1.D.*
22. The existing street section along the property frontage includes asphalt roadway and a curb, gutter, planter strip, 14-foot wide shared-use path (Renaissance Trail), and storm drainage. *Exhibit 1.* Proposed street improvements would include widening the street to provide two 12-foot travel lanes and a 14-foot center turn lane and reconstructing the Renaissance Trail to the Heritage Sidewalk standard (Standard Detail T02-02). The sidewalk would be 14 feet wide including four-foot-wide tree wells. *Exhibit 4; Exhibit 1.C.* As recommended by City Staff, an existing pedestrian crossing would be reconstructed and enhanced with lights, and to maintain continued bicycle and pedestrian connectivity along the site during construction, the existing shared-use path would be required to remain open until such time that the riverfront boardwalk is constructed. In addition, storm drainage, lighting, striping, and signage would need to be installed consistent with City standards. *Exhibit 1.*
23. Southeast Columbia Way is subject to a street cut moratorium that is in effect through October of 2024. The Applicant has received City approval of a minor road modification for deviation from the moratorium to cut the street for installation of utilities and frontage improvements. *Exhibits 1 and 1.C.C.*

³ The Applicant will not be seeking LEED certification through the United States Green Building Council, but will self-certify that the requirements are satisfied. *Exhibit 1.C, page 9; Ron Dean Testimony.*

24. For street frontages in excess of 125 feet, City property access standards (VMC 11.80.110) limit the number of driveways along a street frontage to two, unless additional driveways are justified by a traffic engineering study. The Applicant proposes three driveways, including two for the looped driveway and one for the parking garage. *Exhibit 1.C and 4.* The Applicant submitted a sight distance study indicating that all three driveways would meet or exceed minimum sight distance standards. *Exhibit 1.C.R.* City Transportation Staff have no concerns with the proposal. However, in order for the project to demonstrate consistency with code requirements, City Staff recommended that the Applicant provide the code-required justification prior to civil plan approval. Staff requested that the justification include the reason for the third driveway, alternatives that were considered, and the reason why alternatives are not feasible. *Exhibit 7.* This information was not provided in the sight distance study. *Exhibit 1.C.R.*
25. A traffic analysis report was prepared for a different version of the project in August of 2020, which was used to inform the Development Agreement. The project scope at the time was 125,000 square feet of commercial space and 219 apartment units. Based on the trip generation rates contained in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 10th Edition for mid-rise housing (ITE land use code 221) and shopping center (ITE land use code 820), the earlier version of the project was expected to generate 2,756 net new average daily trips, including 157 AM peak hour trips and 314 PM peak hour trips. The traffic analysis found that the surrounding street system has capacity to accommodate the projected traffic volumes. *Exhibits 1 and 1.P.*
26. The Development Agreement vested the project to the 314 PM peak hour trips calculated in the August 2020 traffic study and required that the Applicant submit a trip debiting memo in conjunction with the project application. *Exhibit 1.C.A.* The Applicant submitted the required trip debiting memo, which found that with the current slightly smaller project scope, the project would generate 2,713 net new average daily trips, including 156 AM peak hour trips and 312 PM peak hour trips. Thus, the current project is within the allowances of the Development Agreement. *Exhibits 1 and 1.C.B1.*
27. The proposal is expected to add 18 AM peak hour trips to the City's Grove Street/Columbia House Blvd/SR-14 WB Off-Ramp traffic mitigation project. The Applicant would be required to pay a proportionate share contribution to the project of \$10,800.00. The Applicant would also be required to pay transportation impact fees pursuant to VMC 20.915, and concurrency modeling fees for adding PM peak hour trips to Mill Plain Blvd and Fourth Plain Blvd transportation management zones. *Exhibits 1 and 1.C.B1.*
28. The minimum number of parking stalls for the multi-family residential portion of the use is 0.75 space per dwelling unit (163 spaces for the 217 units proposed), and one space per 1,000 square feet of floor area for the commercial portion of the use (107 spaces for 106,659 square feet of floor area). The Applicant proposes to provide 217 residential parking spaces and 153 commercial parking spaces, for a total of 370 parking spaces. Consistent with the Development Agreement, stacking technology would be used to reduce the footprint of the parking area, and at least 100 stalls would be equipped with

electric vehicle charging stations. In addition, both long and short-term bicycle parking areas would be provided. *Exhibit 1.C, pages 9, 28, and 132; Exhibits 1.H and 1.C.A.*

Solid Waste Disposal

29. VMC 20.970 contains detailed requirements for solid waste disposal and recycling. Staff determined that the project complies with most of these requirements, but identified three areas of concern: tenant access, the size of the commercial trash room, and vehicle access to pick up areas. *Exhibit 1.*
30. With respect to tenant access, VMC 20.970.040.A.3 specifies that the maximum distance between any residential unit and the closest garbage/recycling room is 150 feet. The proposed floor plans depict that 175 of the units would be within 150 feet of a garbage/recycling room. The remaining 42 units (approximately six per floor) would exceed this standard, with distances of between 150 and 200 feet from a garbage/recycling room. To address this issue, Staff recommended that the plans be revised, or that the Applicant obtain a variance from or minor adjustment of the provision. The Applicant proposes to seek a minor adjustment at the time of building permit review. *Exhibits 6 and 9.*
31. With respect to commercial solid waste storage, Staff submitted that the 1,208 square foot room proposed does not meet the standard of 100 square feet plus 10 square feet per 1,000 square feet of gross floor area. To address this issue, Staff recommended that the area be increased 1,255 square feet. *Exhibit 1.*
32. With respect to collection vehicle access, the site plan allows collection vehicles to access the commercial solid waste storage room without the need to drive through the site beneath the building overhangs. The building overhangs as proposed are 13 feet, 8 inches, whereas the minimum required is 14 feet, 6 inches. However, the location of the residential storage room is such that a collection vehicle would not be able to access without going beneath the second floor of the building. Staff submitted that the issue could be resolved by either raising the height of the building overhangs or by consolidating the residential solid waste into the commercial storage area on collection days. This would require the area of commercial storage to be increased. *Exhibit 1, pages 16-17.*

Parks and Schools

33. The subject property is located within the bounds of Park District A and the Vancouver School District. Any school aged residents of the multifamily dwellings would attend Harney Elementary, Discovery Middle, and Hudson's Bay High Schools. Payment of park and school impact fees would be required pursuant to VMC 20.915 to mitigate impacts to parks and schools. The fee amounts are based on the fee schedule in effect at the time of building permit application and are payable at the time of building permit issuance. The estimated fee amount is \$3,476 per dwelling unit for parks and \$2,486 per dwelling unit for schools. *Exhibit 1; VMC 20.915.020*

Utilities and Stormwater

34. The proposed development would connect to the municipal water and sewer systems. Based on the Applicant's preliminary plans and subject to recommended conditions, the City is satisfied that municipal utility requirements can be met on the site. *Exhibits 1 and 1.C.L.*
35. An existing 27-inch stormwater pipe, which serves upstream uses, crosses the eastern portion of the subject property and outfalls to the Columbia River. As part of the instant project, the Applicant proposes to relocate the pipe closer to the eastern property line. *Exhibits 1 and 1.C.D.*
36. Stormwater runoff from the developed site would discharge to the Columbia River via the relocated stormwater pipe. Because the river is a flow control-exempt waterbody, no on-site stormwater detention is required. However, a StormFilter vault would be used for water quality treatment of on-site runoff, and four StormFilter catch basins would be used to treat street runoff. StormFilter proprietary technology has been approved by the Washington State Department of Ecology for basic water quality treatment. City Staff submitted that the Applicant's preliminary stormwater report demonstrates that City stormwater requirements can be satisfied on the site. *Exhibits 1 and 1.C.D.*
37. The Applicant has submitted a preliminary erosion control plan demonstrating that the City's erosion control requirements can be met on the site. *Exhibit 1.*
38. The Fire Department reviewed the proposal and determined that it can meet the requirements of VMC Title 16 and the International Fire Code. The Department's recommended conditions of approval address fire hydrants, fire apparatus access, and signage. *Exhibit 1.*

Shoreline and Critical Areas

39. Based on FEMA special flood hazard area mapping, the southern portion of the site is within the 100-year floodplain of the Columbia River, and the northern portion of the site is within the 500-year floodplain. A small portion of the existing boardwalk and seawall are within the floodway. Hydraulic modeling was performed to determine the impact of the project on flood levels. The conclusion of the study was that the project would have no effect on the base flood elevation. *Exhibit 1.R.*
40. A Geotechnical Engineering Report was submitted for the site. One of the issues evaluated in the report was risk of liquefaction during an earthquake, as the site is mapped as having high liquefaction potential. The conclusion of the study was that, based on the soils observed on site, and the proposed removal of liquefaction-susceptible fill soils from under the building footprint for the garage, the risk of structurally damaging liquefaction on site is low. *Exhibit 1.S.*
41. Potential impacts to the seawall were also evaluated by a geotechnical engineer. The construction of the new building is expected to reduce the static and seismic loading on the seawall. The pressure on the seawall would be reduced by removing some of the soil

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behind the wall for construction of the underground parking garage. The riverfront boardwalk would also be designed to avoid loading the seawall. The concrete beams supporting the boardwalk would be cantilevered, leaving a small gap between the bottom of the boardwalk and the seawall. *Exhibits 1.N and 1.O.*

42. The Columbia River within the project area is designated critical habitat for Lower Columbia River Chinook, Coho, Columbia River Chum, all of which are listed as threatened species under the Endangered Species Act. The project area is also designated critical habitat for bull trout species. *Exhibit 1.Q, page 6.*
43. The banks of the Columbia River in the project area are armored with articulated concrete blocks, large boulders, concrete slabs, and riprap. Bank armoring extends to rock and concrete walls that meet the parking area and the paved park trail. *Exhibit 1.Q, page 5.*
44. The City's shoreline critical areas regulations designate the Columbia River, a Type S stream (i.e., a shoreline of the state), as a Fish and Wildlife Habitat Conservation Area. The regulations require a 100-foot riparian management area (RMA) from the OHWM of Type S streams, and a 75-foot riparian buffer (RB) from the edge of the RMA. *SMP 5A – 20.740.110.* Development may occur within the RB provided that planned mitigation results in no net loss of riparian habitat functions and that functionally significant habitat is preserved. Development may occur within the RMA if it is a water-dependent, water-related or water-enjoyment activity with no feasible alternative, or if it is a road or utility facility that cannot be feasibly located outside of the RMA, which minimizes and mitigates for unavoidable impacts, or if it is mitigation for activities allowed by the SMP. *SMP 5A – 20.740.110.C.2.*
45. The riparian buffer on the project site is poorly functioning, with only narrow strips of vegetation at the top of the rock walls, consisting of primarily of non-native species including English ivy, indigo bush, and Himalayan blackberry. Few trees are present at the edges of hard surfaces. *Exhibit 1.Q, page 5.* The majority of the RMA and RB consist of paved surfaces and buildings. Pursuant to VMC 20.740.110, when impervious surfaces from previous development completely functionally isolate the RMA or RB from the waterbody, the regulated riparian area shall extend from the OHWM to the impervious surfaces. For the subject property, the functioning RMA and RB include the narrow strips of vegetation at the top of the rock walls and end of existing paved areas. *Exhibit 1.Q, page 5.*
46. Approximately 1,603 square feet of low-functioning RMA would be permanently impacted by construction of a cantilevered concrete boardwalk in the southwest portion of the site. Removal of the existing pier in that area is required by the Development Agreement, and the new boardwalk would provide public access consistent with the SMP. Vegetation to be removed would include one shore pine and one red alder growing in landscaped areas at the edge of paved surfaces. Areas of English ivy, false indigo, and Himalayan blackberry sprouting from fractured concrete walls and rubble between the existing pier and the edge of the parking lot would be shaded by the new boardwalk. To compensate for the loss of RMA, approximately 2,949 square feet of shallow water

habitat would be enhanced along the shoreline through removal of the existing wood pier (2,949 square feet) and cutting 59 timber piles at ground level, which would remove overwater shading and improve the habitat for use by juvenile salmonids. The Applicant's consultant submitted that with this mitigation the proposal would result in no net loss of shoreline functions, consistent with the criteria of SMP 20.740.060. *Exhibit 1.Q, pages 7 and 8.* Restoration of the shoreline currently impacted by the pier would be based on a plan developed by qualified biologists and engineers, consistent with SMP 5.5. *Exhibit 1.C, pages 85-87.*

47. To minimize impacts to the Columbia River, best management practices to be implemented during piling removal would include: following the Washington Department of Fish and Wildlife-approved in-water work window; staging equipment in upland areas; removing treated wood pilings during summer low water conditions; installing silt curtains as needed; removing cut piles by crane or excavator to avoid dragging; minimizing damage to wood piles during removal to avoid treatment compounds entering the water; disposing of the pilings at an upland off-site facility; not attempting to clean material from the pilings; and not removing the pilings through shaking or vibrating. *Exhibit 1.Q, page 9.*
48. The Shoreline Master Program (SMP) designates the subject property as a High Intensity shoreline environment. Water-related/water-enjoyment commercial uses (such as restaurants) are permitted in the High Intensity environment with a minimum setback of 25 feet, and a maximum building height of 35 feet when within 100 feet of the shoreline, or 45 feet when more than 100 feet of the shoreline. For non-water oriented commercial uses (such as offices), the minimum setback is 100 feet and the maximum building height is 35 feet. *SMP Table 6-1.* Building heights in excess of 35 feet are allowed pursuant to SMP 6.4.3.7, which specifies that mixed-use commercial development may use the height limit of the underlying zone when the project meets SMP 6.3.4 and SMP 5.8.1 (commercial use and visual access provisions), is located on a High Intensity shoreline of the Columbia River within the Columbia River Shoreline Enhancement Plan District, has a formally-approved master plan that complies with the SMP including SMP 3.2 (shoreline of the state provisions), includes water-oriented uses, provides public access to the shoreline, and restores degraded shorelines. *Exhibit 1.C, page 112; SMP 6.3.4.7; SMP Table 6-1.* The Applicant proposes to utilize the height allowance of the underlying CX zone pursuant to SMP 6.4.3.7. The south side of the mixed-use building, which would contain both water-related/water-enjoyment and non-water-oriented uses, would be approximately 50 feet high. *Exhibits 1.C, 1.G, and 3.*
49. With respect to building setbacks, the south side of the proposed mixed-use building would be set back 25 feet from the ordinary high water mark. Based on consultation with Department of Ecology staff, City Planning staff submitted that as long as water-related/water-enjoyment uses are on the ground floor of the building, the non-water-oriented uses could be on the higher floors consistent with the setback standard. The Applicant proposes to place restaurants (a water-related/water-enjoyment use) on the ground floor of the south side of the building. *Exhibits 1 and 3.*

50. Multifamily residential development is permitted in the High Intensity shoreline environment with a setback of 35 feet and a maximum building height of 35 feet. *SMP Table 6-1*. The proposed apartment units would be within the northern portion of the building, more than 35 feet from the ordinary high water mark. *Exhibits 2 and 3*. The residential tower would reach a height of 100 feet, consistent with the property zoning, based on the exemption from the height limit provided for master planned mixed-use developments. *Exhibit 1.C, page 112; SMP 6.3.4.7*.
51. Consistent with the SMP's commercial regulations, the project has demonstrated compliance with applicable SMP provisions as follows: no net loss of ecological functions; loading and service areas would be in the interior of the site and not waterward of the structure; and the non-water-oriented commercial uses (e.g., offices) would be incorporated into a master planned, mixed-use project that includes water-oriented uses, and which provides public benefits including public access and ecological restoration. The non-water-oriented uses would occupy less than 85% of the parcel frontage. *SMP 6.3.4; Exhibit 1.C, pages 113-114*.
52. Consistent with the SMP's goals and policies for shorelines of statewide significance (SMP 3.2), the project would increase public access and recreational opportunities within the shoreline, and includes restoration of an area impacted by the existing pier. Development would be focused in an already developed shoreline area; no natural shoreline would be affected. *Exhibit 1.C, page 81*.
53. Underground utilities that are perpendicular to the shoreline require a shoreline conditional use permit in the High Intensity shoreline. *SMP Table 6-1*. The new stormwater pipe would be placed within a public easement along the eastern property line. The work would be within a previously developed area and the outfall would be above the ordinary high water mark. A walkway within the easement would provide a connection between the Renaissance Trail along Columbia Way and the riverfront trail. Thus, the use would enhance public use of the shoreline. It would also facilitate development of the site consistent with the High Intensity shoreline designation. To minimize shoreline disturbance, the existing stormwater pipe, which outfalls below the ordinary high water mark, would be filled with grout and left in place. *Exhibit 1.C, pages 78-80*.
54. Consistent with the utilities regulations of the SMP, the proposed stormwater pipe would be installed underground. The location within the shoreline jurisdiction is unavoidable because the outfall is the Columbia River. The stormwater line would be installed in an already paved area near the existing stormwater line, in the most direct route feasible. The outfall would not affect any native aquatic vegetation; the location would be within a concrete-hardened bank. *Exhibit 1.C, pages 119-120*.
55. Consistent with the SMP's general shoreline use regulations (SMP 5.1), the proposed restaurant uses closest to the river would be classified as water-oriented/water-enjoyment uses. The development would not require shoreline stabilization and would not affect surface navigation. The building design considers impacts to public views by providing a

view corridor through the building from the Renaissance Trail, and a view corridor would also be provided from the Renaissance Trail through the easement along the eastern property line. The public would also have access to the riverfront boardwalk. *Exhibit 1.C, pages 81-82.*

56. Consistent with SMP 5.1.2, direct impacts to the Columbia River have been avoided. Some impact to the RMA is unavoidable to provide public access to the river as required by the Development Agreement and the SMP. The impact has been minimized by placing the boardwalk landward of the ordinary high water mark. Mitigation for impacts would be provided through removal of the existing pier. *Exhibit 1.C, pages 83-84.*
57. Consistent with the SMP's public access provisions (SMP 5.4), public access to the shoreline would be provided through the Renaissance Boardwalk/riverfront trail, which would connect to the Renaissance Trail at both the western and eastern property boundaries. The eastern extent of the riverfront trail would eventually connect to the National Park Service Waterfront Park to the east. Because the adjacent land uses are public park to the east and public right-of-way to the west, no protections against trespass to neighboring properties are needed. The public access would be connected to a barrier-free route of travel and would include ADA facilities. The public use of the riverfront trail would be preserved through a public access easement. Signage and interpretative displays would be provided consistent with City ordinances and the Development Agreement as applicable. The riverfront trail would be maintained by the Applicant. *Exhibit 1.C, pages 85-87.*
58. Because the subject property is a developed site that consists almost entirely of impervious surfaces, some of the site planning requirements of SMP 5.6 do not apply. With respect to the applicable requirements, the project utilizes an existing transportation corridor and provides pedestrians with safe and convenient circulation facilities. The parking garage would be below ground and would not be visible except from the entrance from Columbia Way. Portions of the boardwalk would be cantilevered to minimize impacts to the shoreline. No fences are proposed. There are no aquaculture operations nearby. *Exhibit 1.C, pages 87-91.*
59. Consistent with the clearing, grading, fill and excavation requirements of the SMP, no excavation or fill would be placed waterward of the ordinary high water mark. *Exhibit 1.C, pages 89-91.*
60. SMP 5.6.3.1 requires non-single-family structures to incorporate architectural features that provide compatibility with adjacent properties, enhance views of the landscape from the water, and reduce scale to the extent possible. In this case, surrounding properties are publicly owned and there is only one building in the vicinity. Raised planters would be used to landscape the site and enhance views from the water. The building would include sections with differing shapes and heights to minimize scale. *Exhibit 1.C, page 91; Exhibit 2.*
61. SMP 5.6.3.2 and 5.6.3.3 address building materials, requiring surfaces adjacent to the

water to minimize reflected light, and requiring structures taller than two stories to have façade treatments and windows designed to prevent bird collisions. The Applicant submitted that primary exterior material of the river-facing portion of the building is non-reflective fiber cement panel. No specific information was provided on prevention of bird collisions, but the Applicant submitted that evaluation of the technology would be completed during permitting. *Exhibit 1.C, page 92.*

62. The vegetation conservation provisions set forth in SMP 5.7 are largely inapplicable due to the existing character of the site. Most of the vegetation outside of the riparian area consists of parking lot landscaping, which would be removed for redevelopment of the site. There are no mature or multi-storied plant communities on the site. *Exhibit 1.C, pages 92-93.*
63. Consistent with the view and aesthetics requirements of SMP 5.8, the proposal includes visual access from the proposed boardwalk, and from the Renaissance Trail through the pathways along the property lines. No residential views would be affected by the development. Views towards the Interstate Bridge from the Vancouver Land Bridge and from the Waterfront Park would be partially obstructed, but views from those properties to the south and southeast would not be affected. *Exhibit 1.C, page 94.*
64. The project would meet the water quality requirements of SMP 5.9 through treatment of stormwater runoff prior to discharge into the river and through implementation of erosion and sediment control best management practices during construction. *Exhibit 1.C, pages 95-96.*
65. Because the subject property is in an area of high probability for discovery of archaeological resources, the Applicant had an archaeological survey prepared for the site. The survey recommendation was that a monitoring and inadvertent discovery plan (MIDP) be implemented during site development. The Washington Department of Archaeology and Historic Preservation (DAHP) concurred with the result, and the requirement has been incorporated into the recommended conditions of approval. *Exhibits 1 and 1.J.*

Shoreline Exemption

66. The existing boardwalk/pier was legally established in 1975 pursuant to shoreline permit number V-21-75. The Applicant proposes to replace it with a boardwalk located entirely landward of the ordinary high water mark, but with no setback from the ordinary high water mark. The SMP's current setback standard for water-related recreational uses in the High Intensity designation, including trails, is 20 feet. *SMP Table 6-1; Exhibit 1.C.*
67. The Applicant seeks an exemption from the SSDP requirement for the boardwalk replacement as "normal maintenance or repair of existing legally-established structures" pursuant to SMP 2.3.2.2, so as to allow it to be constructed at the ordinary high water mark without need of a variance. *Keith Jones Testimony; Exhibit 1.C.* The provision specifies that "replacement of a structure or a development may be authorized as repair where such replacement is the common method of repair for the type of structure or

development and the replacement structure or development is comparable to the original structure or development including but not limited to its size, shape, configuration, location, and external appearance and the replacement does not cause substantial adverse effects to shoreline resources or environment.” SMC 2.3.2.2. The Applicant submitted, and City Planning Staff concurred, that the boardwalk portion of the project meets the criteria for repair.⁴ It would be placed in the same general location as the existing boardwalk, except pulled back to the ordinary high water mark so as to restore previously shaded nearshore habitat. It would be sized to accommodate current fire access and multimodal use requirements. *Exhibits 1 and 1.C.*

68. Section 2.5.3 of the SMP has provisions on nonconforming structures that are also relevant to the review, in that they, similarly to the “normal maintenance or repair” exemption from the SSDP requirement, allow a nonconforming structure to be maintained or repaired. SMP 2.5.3. However, per SMP 2.5.3.3, the existing boardwalk, which is located between the eastern boundary of Wintler Park and the railroad bridge, is expressly designated as considered a conforming use because it was approved via a shoreline permit.

Notice and Comments

69. In written comments, the Washington Department of Ecology identified the solid waste management and water quality requirements that apply to the project, including the requirement to obtain coverage under the Construction Stormwater General Permit. Ecology’s comments were incorporated into the recommended conditions of permit approval. *Exhibit 1.M.*
70. The Washington State Department of Transportation (WSDOT) submitted comments requesting that lighting on site comply with RCW 47.36.180 to avoid glare to motorists on I-5, and requesting that its 40-foot wide sewer easement remain unencumbered. These requests were incorporated into the recommended conditions of approval. *Exhibits 1 and 1.K.*
71. The WSDOT Aviation Division submitted comments expressing concern that the project represents development that is incompatible with Pearson Field. The subject property is near the west end of Pearson Field Runway 8, in an area identified by WSDOT as Zone 2. WSDOT recommended that mixed-use developments be prohibited in Zone 2 due to the mass congregation of people, as Zone 2 is the area where the risk of aircraft accident is the greatest. *Exhibit 1.L.*
72. Pursuant to the State Environmental Policy Act (SEPA), the City of Vancouver acted as lead agency for review of environmental impacts caused by the proposal. After review of

⁴ The undersigned notes that it is not abundantly clear in the record that the proposed replacement is similar in scale to the existing boardwalk. In some materials, it sounds like the boardwalk extends all the way along the southern property line, while in others, it is just the big pier at southwest corner. The information provided in Exhibit 5 is hard to read. Google Maps shows some kind of walkway along southern property line, but it is not evident whether it is publicly accessible, or is just a paved setback. The information as to the level of public access approved in 1975 is vague and that decision isn’t in the record.

the Applicant's environmental checklist and application materials, the SEPA Responsible Official issued a notice of application, virtual public hearing, and optional determination of non-significance (DNS) on October 13, 2022. After reviewing agency comments submitted during the comment period, the City issued a final DNS on November 17, 2022. The City received no public comment on the application. *Exhibits 1 and 8; Keith Jones Testimony.*

73. At the conclusion of the hearing, City Staff maintained their recommendation for approval of the master plan and the shoreline permits, and also maintained their recommendation for denial of the zoning variance. *Exhibit 1; Keith Jones Testimony.*

CONCLUSIONS

Jurisdiction:

Pursuant to VMC 20.210.020.D, when more than one permit is required for a given proposal, all applications are consolidated into a single review subject to the highest type of procedure that applies to any of the applications. In this case, the application with the highest type of procedure is the planned development, which is a Type IV review process. The Hearing Examiner has jurisdiction to issue findings, conclusions, and recommendations to City Council on planned development applications. Consequently, recommendations will be issued for the zoning variance and shoreline permits also. Pursuant to SMP 7.4.4, the City's action on the shoreline conditional use permit is a recommendation to the Washington State Department of Ecology.

Criteria for Review:

Zoning Variance

Pursuant to VMC 20.290.040.B, the applicant for a Type II Variance (i.e., a variance exceeding 20 percent of the standard) must demonstrate compliance with the following criteria:

1. Unusual circumstances or conditions apply to the property and/or the intended use that do not apply generally to other property in the same vicinity or district;
2. Such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant such as is possessed by the owners of other properties in the same vicinity or district;
3. The variance requested is the least necessary to relieve the unusual circumstances or conditions identified in Subsection (1) above;
4. The authorization of such variance will not be materially detrimental to the public welfare or injurious to property in the vicinity or district in which property is located;
5. Any impacts resulting from the variance are mitigated to the extent practicable; and
6. If more than one variance is being requested, the cumulative effect of the variances results in a project that is still consistent with the overall purpose of the underlying zoning district.

Master Plan

Pursuant to VMC 20.620.030.A, a master plan approval is required prior to development in the Columbia River Shoreline Enhancement Plan district, which shall be processed per the requirements of VMC 20.260, Planned Developments. Pursuant to VMC 20.260.050.A, to receive approval for a planned development, the Applicant must demonstrate compliance with all of the following criteria:

1. Content. The concept plan contains all of the components required in Section 20.260.070. Compliance with all applicable standards. The proposed development and uses comply with all applicable standards of the Title, except where adjustments are being approved as part of the concept plan application, pursuant to Section 20.260.030(D)(2).
2. Architectural and site design. The proposed development demonstrates the use of innovative, aesthetic, energy-efficient and environmentally-friendly architectural and site design.
3. Transportation system capacity. There is either sufficient capacity in the transportation system to safely support the development proposed in all future phases or there will be adequate capacity by the time each phase of development is completed.
4. Availability of public services. There is either sufficient capacity within public services such as water supply, police and fire services, and sanitary waste and storm water disposal, to adequately serve the development proposed in all future phases, or there will be adequate capacity available by the time each phase is completed.
5. Protection of designated resources. City-designated resources such as historic landmarks, significant trees and sensitive natural resources are protected in compliance with the standards in this and other Titles of the VMC.
6. Compatibility with adjacent uses. The concept plan contains design, landscaping, parking/traffic management and multi-modal transportation elements that limit conflicts between the planned development and adjacent uses. If zoning districts are shifted per section 20.260.020(C) VMC, there shall be a demonstration that the reconfiguration of uses is compatible with surrounding uses by means of appropriate setbacks, design features or other techniques.
7. Mitigation of off-site impacts. All potential off-site impacts including litter, noise, shading, glare and traffic, will be identified and mitigated to the extent practicable.

Design Review

Pursuant to VMC 20.265.040.A, the decision maker shall base all reviews of the design of any proposed construction, remodeling or development according to the following criteria:

1. The requirements, guidelines, and applicable provisions of this Title that are applicable to the zoning district where the property is located and including all additional zoning regulations which may apply to the use or to its area by provision for overlay district, or made applicable by any conditional use or variance approval;
2. The Downtown Design Guidelines Manual kept on file and available for public

inspection at the Community Development Department or VMC 20.640 Vancouver Central Park Plan District, as applicable;

3. The relationship found to exist between existing structures and open space, and between existing structures and other structures in the vicinity, and the expected effect of the proposed construction upon such relationships;
4. The impact of the proposed construction on adjacent uses, including impact of new or revised parking and pedestrian uses; and
5. The protection of neighboring uses from identifiable adverse effects of the design of the proposed construction.

Shoreline Conditional Use Permit

Pursuant to the City's Shoreline Master Program at Sections 2.7.3 and 7.4.4, for uses that are listed in the SMP as conditional uses in the environment in which they are proposed to be located, the conditional use application may be approved or approved with conditions if the decision maker finds the Applicant has demonstrated consistency with the following criteria:

1. The proposed use is consistent with the policies of RCW 90.58.020, WAC 173-27-160 and all provisions of this Program;
2. The use will not interfere with normal public use of public shorelines;
3. The proposed use of the site and design of the project is compatible with other authorized uses within the area and with uses planned for the area under the Comprehensive Plan and this Program;
4. The proposed use will cause no significant adverse effects to the shoreline designation in which it is to be located;
5. The public interest will suffer no substantial detrimental effect; and
6. Consideration has been given to the cumulative impact of additional requests for like actions in the area.

Shoreline Substantial Development Permit

Pursuant to the City's Shoreline Master Program Section 7.4.3.2 and 2.2, the decision maker may approve an application for a shoreline substantial development permit if the proposal is consistent with the following criteria:

1. The policies and procedures of the Shoreline Management Act of 1971, as amended (RCW 90.58).
2. The provisions of WAC 173-27 or its successor.
3. The City of Vancouver Shoreline Master Program.

Shoreline Management Act

Chapter 90.58 RCW, the Washington State Shoreline Management Act (SMA) of 1971, establishes a cooperative program of shoreline management between the local and state governments with local government having the primary responsibility for initiating the planning required by the chapter and administering the regulatory program consistent with

the Act. The City of Vancouver Shoreline Master Program provides goals, policies, and regulatory standards for ensuring that development within the shorelines of the state is consistent the policies and provisions of Chapter 90.58 RCW.

The intent of the policies of RCW 90.58.020 is to foster “all reasonable and appropriate uses” and to protect against adverse effects to the public health, the land, and its vegetation and wildlife. The Shoreline Management Act mandates that local governments adopt shoreline management programs that give preference to uses that (in the following order of preference): recognize and protect the statewide interest over local interest; preserve the natural character of the shoreline; result in long term over short term benefit; protect the resources and ecology of the shoreline; increase public access to publicly owned areas of the shorelines; and increase recreational opportunities for the public in the shoreline. The public’s opportunity to enjoy the physical and aesthetic qualities of natural shorelines of the state is to be preserved to the greatest extent feasible consistent with the overall best interest of the state and the people generally. To this end uses that are consistent with control of pollution and prevention of damage to the natural environment, or that are unique to or dependent upon use of the state’s shoreline, are to be given preference.

Washington Administrative Code

WAC 173-27-140 Review criteria for all development

- (1) No authorization to undertake use or development on shorelines of the state shall be granted by the local government unless upon review the use or development is determined to be consistent with the policy and provisions of the Shoreline Management Act and the master program.
- (2) No permit shall be issued for any new or expanded building or structure of more than thirty-five feet above average grade level on shorelines of the state that will obstruct the view of a substantial number of residences on areas adjoining such shorelines except where a master program does not prohibit the same and then only when overriding considerations of the public interest will be served.

WAC 173-27-150

- (2) Local government may attach conditions to the approval of permits as necessary to assure consistency of the project with the act and the local master program.

WAC 173-27-190 Permits for substantial development, conditional use, or variance.

- (1) Each permit for a substantial development, conditional use or variance, issued by local government shall contain a provision that construction pursuant to the permit shall not begin and is not authorized until twenty-one days from the date of filing as defined in RCW 90.58.140(6) and WAC 173-27-130, or until all review proceedings initiated within twenty-one days from the date of such filing have been terminated; except as provided in RCW 90.58.140 (5)(a) and (b).

Shoreline Exemption

SMP 2.3.1: General Requirements

1. Except as specifically excepted by statute (Section 2.1.1), all proposed uses and development occurring within shoreline jurisdiction must conform to the Act and this Program.

2. Uses and developments that are not considered substantial developments pursuant to RCW 90.58.030(3)(e), WAC 173-27-040, and Section 2.3.2 of this Program shall not require a substantial development permit but shall conform to the policies and regulations of this Program and the Act and shall obtain a Statement of Exemption (Sections 2.3.3 and 7.4.2).
3. A use or development that is listed as a conditional use pursuant to this Program or is an unclassified use or development must obtain a conditional use permit (Section 2.7 and 7.4.4) even if the development or use does not require a substantial development permit.
4. When a development or use is proposed that does not meet the bulk, dimensional, and/or performance standards of this Program, such development or use shall only be authorized by approval of a shoreline variance (Section 2.6 and 7.4.5) even if the development or use does not require a substantial development permit.
5. If a shoreline substantial development permit is required for any part of a proposed development, then a shoreline substantial development permit is required for the entire proposed development project.
6. Exemptions from the requirement to obtain a shoreline substantial development permit shall be construed narrowly. Only those developments that meet the precise terms of one or more of the listed exemptions may be granted exemptions from the substantial development permit process.
7. The burden of proof that a development or use is exempt from the requirement to obtain a shoreline substantial development permit is on the applicant for the development action.

SMP 2.3.2: List of Exemptions

The following activities shall be considered exempt from the requirement to obtain a shoreline substantial development permit but shall obtain a statement of exemption, as provided for in Section 2.3.3.

1. Any development of which the total cost or fair market value does not exceed seven thousand forty-seven dollars (\$7,047.00)
2. Normal maintenance or repair of existing legally-established structures or developments, including damage by accident, fire, or elements. "Normal maintenance" includes those usual acts to prevent a decline, lapse, or cessation from a lawfully established condition. "Normal repair" means to restore a development to a state comparable to its original condition, including but not limited to its size, shape, configuration, location, and external appearance, within a reasonable period after decay or partial destruction, except where repair causes substantial adverse effects to shoreline resource or environment. Replacement of a structure or development may be authorized as repair where such replacement is the common method of repair for the type of structure or development and the replacement structure or development is comparable to the original structure or development including but not limited to its size, shape, configuration, location, and external appearance and the replacement does not cause substantial adverse effects to shoreline resources or environment....

SMP 2.3.3: Statements of Exemption

1. Any person claiming exemption from the substantial development permit requirements shall make an application to the Shoreline Administrator for such an exemption in the manner prescribed by the Shoreline Administrator....
2. The Shoreline Administrator is authorized to grant or deny requests for statements of exemption from the shoreline substantial development permit requirement for uses and developments within shorelines that are specifically listed in Section 2.3.2. The statement shall be in writing and shall indicate the specific exemption of this Program that is being applied to the development, and shall provide a summary of the Shoreline Administrator's analysis of the consistency of the project with this Program and the Act.
3. Statements of exemption may contain conditions and/or mitigating measures of approval to achieve consistency and compliance with the provisions of this Program and Act.
4. A denial of an exemption shall be in writing and shall identify the reason(s) for the denial.
5. The letter shall be sent per section 7.4.2.
6. The Shoreline Administrator's decision on a statement of exemption may be appealed in accordance with the procedures in Section 7.4.8.
7. Exempt activities shall not be conducted until a statement of exemption has been obtained from the Shoreline Administrator.

Conclusions Based on Findings:

A. Variance

1. The Applicant has not demonstrated that a variance is necessary to preserve and enjoy a "substantial property right" per variance criterion 2. The building height allowed by right in the Applicant's height zone is 50 feet, or 75 feet with FAA and Pearson Field approval. Heights higher than that are conditional, and therefore not a "right." In this case, the Applicant seeks to be alleviated from the condition that floors above 75 feet are limited to 12,000 square feet. Because there is no right at issue, denying the requested variance does not prevent the Applicant from exercising any rights. Further, the site plans demonstrate that the Applicant is able to develop significant commercial and residential space within the code's dimensional standards, expressly enough to meet the requirements of the Development Agreement. *Findings 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16.*
2. Although the Applicant argued that it should receive additional building area on Floor 8 to make up for building area lost elsewhere on the site, the Hearing Examiner does not find the Applicant's evidence on site constraints to be sufficiently compelling to warrant granting a variance. In general, the presence of easements on a parcel is not unique, and in this case, the easements at issue do not constrain a substantial portion of the site. With respect to the FAA height limits affecting Floor 9, the limit is due to the close proximity of the Pearson Field runway, which is a reason to exercise caution in granting additional building area at the highest levels of the building. Finally, the Applicant has made design choices that result in undeveloped area in the center of the site, which detracts from the

argument that the other site constraints are the source of the problem. *Findings 10, 11, 12, 13, 14, 15, and 16.*

3. Although the Applicant argued that its height restriction is more severe than other properties in the vicinity, this is an argument that would more appropriately be made in support of a zoning code amendment, not a variance. The restriction itself cannot be the basis for a variance from the restriction. In the adopted code, a height limit was expressly applied to the subject property for a specific reason. Further, even if the Applicant is uniquely affected by the height restriction, the Applicant is not uniquely affected by the floor area limit of 12,000 square feet within the highest height range. Figure 20.630-4 depicts that numerous properties are subject to a height range in which, per VMC 20.630.050.C, the highest floors are limited to 12,000 square feet. Consequently, the Hearing Examiner concludes that, on the record submitted, to grant the requested variance would be to grant a special privilege. *Findings 14 and 16.*

B. Master Plan – Planned Development

1. As conditioned, the plans demonstrate compliance with the content requirements and development standards for planned developments set forth in VMC 20.260. The proposed uses are allowed in the CX zone. However, because the criteria for a zoning variance are not satisfied, a condition is needed to ensure that the floor area above 75 feet in height does not exceed 12,000 square feet. Adequate parking would be provided. *Findings 2, 6, 7, 8, 9, 10, 11, 12, 13, 14, 19, 21, 28, 29, 30, 31, 32, 69, 70, 71, 72, and 73.*
2. As conditioned, the development demonstrates use of innovative, aesthetic, energy-efficient and environmentally friendly architectural and site design. The project would be designed to LEED Gold standards, use stacking technology to reduce the scale of the parking area, provide visual access to the river in multiple locations, and implement a design concept that is compatible with the riverfront setting. *Findings 5, 17, 18, 19, 20, and 73.*
3. There is sufficient capacity in the transportation system for the traffic generated by the development. *Findings 21, 22, 23, 24, 25, 26, 27, and 28.*
4. Adequate public services are available to the development. In addition, the project includes stormwater pipe improvements that would benefit the public. *Findings 34, 35, 36, 37, 38, 60, 70, 71, 72, and 73.*
5. As conditioned, natural and historic resources would be protected consistent with ordinance standards. No high-functioning habitat would be disturbed by the development. Consistent with the critical areas criteria of VMC 20.740.060, impacts to the RMA of the Columbia River for development of the boardwalk would be mitigated through removal of the pier. There would be no net loss of shoreline functions. Implementation of a monitoring and inadvertent discovery plan as required in the recommended conditions would ensure that any archaeological resources present on the site are protected. *Findings 39, 40, 41, 42, 43, 44, 45, 46, 47, 59, 65, 72, and 73.*

6. As conditioned, the proposed development would be compatible with adjacent uses. The amount of on-site parking would exceed the minimum required by code to reduce the risk of spillover into the adjacent public park. Lighting would be restricted consistent with WSDOT comments to ensure that glare from the site does not impact motorists on I-5. The site design would provide connections between the Renaissance Trail and the proposed boardwalk. *Findings 2, 3, 4, 5, 6, 7, 8, 9, 18, 19, 20, 22, 58, 69, 70, 71, 72, and 73.*
7. Mitigation of off-site impacts would be accomplished through payment of park, school, and traffic mitigation fees. Lighting would be installed consistent with applicable City and state standards. The interior open spaces would include trash receptacles. There are no immediately adjacent land uses that would be affected by noise from the development. Noise impacts from external sources such as the Pearson Field, the Portland Airport, and the railroad would be addressed through implementation of a Noise Impact Reduction Plan. *Findings 5, 7, 18, 22, 27, 29, 30, 31, 32, 33, 70, 71, 72, and 73.*

C. Design Review

1. As conditioned, the proposal is consistent with the requirements of the CX zone and the applicable overlay districts. The only CX development standard that is applicable to the use is building height. Because the criteria for a variance from the floor area limit of VMC 20.630.050 are not satisfied, the conditions of approval limit floors over 75 feet to a gross floor area of 12,000 square feet. Minor changes to building design may be required to meet the City's solid waste disposal requirements. These changes, if warranted, are addressed in the conditions of approval. *Findings 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 29, 30, 31, 32, 69, 70, 71, 72, and 73.*
2. As conditioned, the proposal is consistent with the applicable design guidelines. *Findings 17, 18, 19, 20, and 73.*
3. The proposed development would not adversely affect existing relationships between buildings or between buildings and open space. *Findings 5, 7, 18, 22, 27, 29, 30, 31, 32, 33, 70, 71, 72, and 73.*
4. As conditioned, the proposal would not adversely affect adjacent uses. The conditions of approval incorporate the requirements of WSDOT to prevent the impacts of glare on motorists and require a no hazard determination from the FAA to ensure that there are no adverse impacts to aviation or public safety due to the project's close proximity to Pearson Field. The conditions also require public access to the Renaissance Trail to be maintained during construction until the riverfront boardwalk is completed. *Findings 2, 3, 4, 5, 6, 7, 8, 9, 18, 19, 20, 22, 58, 69, 70, 71, 72, and 73.*
5. As described above, the conditions of approval include provisions to protect neighboring uses from the potential effects of glare and building height. *Findings 5, 6, 7, 8, 9, 18, 19, 20, 22, 58, 69, 70, 71, 72, and 73.*

D. Shoreline Conditional Use Permit

1. As conditioned, the proposed storm pipe relocation is consistent with the policies of RCW 90.58.020, WAC 173-27-160 and all applicable provisions of the SMP. The proposed utility project is consistent with RCW 90.58.020 in that it would be located underground in a developed portion of the shoreline, such that no natural area or public view would be impacted, and the easement containing the pipe would allow for public access to the shoreline. The use requires a shoreline location because the stormwater outfalls to the river. WAC 173-27-160 contains the review criteria for shoreline conditional use permits. The City's conditional use criteria track the state criteria closely, such that compliance with the City's criteria will result in compliance with the state criteria. The proposed utility project is consistent with the applicable regulations of the SMP as follows. The use is allowed in the High Intensity shoreline designation with approval of a shoreline conditional use permit. Consistent with SMP 6.3.14, the storm pipe would be located underground, would preserve the natural landscape, would not affect scenic views, and would support – not conflict with – surrounding land uses. The outfall would be above the ordinary high water mark within a previously hardened bank. *Findings 2, 5, 8, 35, 36, 37, 48, 53, 57, 58, 64, 69, 70, 71, 72, and 73.*
2. The utility installation would not interfere with normal public use of public shorelines. A public pathway to the riverfront boardwalk would be provided within the utility easement. *Findings 2, 5, 8, 35, 36, 37, 48, 53, 57, 58, 64, 69, 70, 71, 72, and 73.*
3. The proposed stormwater pipe replacement would be compatible with other authorized uses in the area. The storm pipe would accommodate runoff from upstream properties as well as runoff from the subject property and would be placed underground. *Findings 2, 5, 8, 35, 36, 37, 48, 53, 57, 58, 64, 69, 70, 71, 72, and 73.*
4. As conditioned to ensure construction complies with applicable City regulations regarding erosion control, construction access, etc., the utility replacement would cause no significant adverse effects to the High Intensity designation. *Findings 2, 5, 8, 35, 36, 37, 48, 53, 57, 58, 64, 69, 70, 71, 72, and 73.*
5. The record contains no evidence that would support a conclusion of substantial detrimental effect to the public interest if the utility project is completed as conditioned herein. The proposed pipe would replace an existing deteriorated pipe. *Findings 2, 5, 8, 35, 36, 37, 48, 53, 57, 58, 64, 69, 70, 71, 72, and 73.*
6. Consideration was given to the cumulative impact of additional requests for like actions in the area. As conditioned, no issues of concern have been identified. *Findings 2, 5, 8, 35, 36, 37, 48, 53, 57, 58, 64, 69, 70, 71, 72, and 73.*

E. Shoreline Substantial Development Permit

1. As conditioned, the proposal is consistent with the policies and procedures of the Shoreline Management Act. The proposal represents a reasonable use of the High Intensity shoreline, which would provide long-term benefits to the public through significant shoreline access improvements, which improvements would provide

connections to the adjacent park and to the City's Renaissance Trail network. The project represents the redevelopment of a previously developed site, so no natural shoreline areas would be affected. Pollution would be controlled through the proposed stormwater improvements and erosion control plan. *Findings 2, 3, 5, 6, 8, 9, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 69, 70, 71, 72, and 73.*

2. As conditioned, the proposal would be consistent with WAC 173-27. Although the proposal is for a building exceeding 35 feet above grade, no residential views would be affected, and the master program allows for the additional height. *Findings 5, 6, 7, 8, 9, 10, 11, 18, 19, and 73.*
3. As conditioned, the proposal is consistent with applicable provisions of the SMP, as summarized in the Findings. With approval of the master plan, the inclusion of restaurants on the ground floor of the building, the development of the boardwalk, and the removal of the existing pier (requirements of SMP 6.3.4.7 and Table 6-1), the proposed mixed-use building meets the height and setback standards of the High Intensity zone. A condition has been added to ensure that building design includes adequate provisions for avoiding bird collisions to be consistent with SMP 5.6.3.2 and 5.6.3.3. As concluded below, the City Council's decision on what shoreline permitting is in fact required to replace the existing boardwalk as/where proposed would address the question of compliance with the 20-foot shoreline setback. *Findings 2, 3, 5, 6, 8, 9, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 69, 70, 71, 72, and 73.*

F. Shoreline Substantial Development Permit Exemption

1. Pursuant to SMP 2.3.3.2, decisions on requests for shoreline exemption are decided by the Shoreline Administrator. It was not clear in the staff report and Applicant materials whether a shoreline exemption had been administratively approved prior to the hearing or was required to be made as part of the instant proceedings and included in the instant recommendation to Council for final decision. At hearing, Staff clarified that a decision on exemption is requested in the instant proceedings. *Finding 67.* However, a close read of the SMP generates confusion as to whether a shoreline exemption can be granted in the instant case or can accomplish the intention stated by Planning Staff of allowing replacement of the existing boardwalk without a shoreline variance. Section 2.3.1 of the SMP is clear that (1) the statement of exemption is an exemption from the requirement to obtain a shoreline substantial development permit, it is not an exemption from compliance with the regulations of the SMP, (2) projects that do not meet the SMP's bulk and dimensional standards require a shoreline variance even if the project is exempt from the requirement to obtain a shoreline substantial development permit, and (3) when a project contains exempt development and non-exempt development, the entire project requires an SSDP. Thus, the SMP can be read to mean that the proposed boardwalk, as an integral part of a planned development, does not qualify for an exemption.
2. One potential alternative to shoreline exemption is that the SMP contains provisions that allow for repair or replacement of legally nonconforming structures. *SMP 2.5.3.*

However, the SMP expressly designates the existing boardwalk as “conforming.” The designation of “conforming” would appear to have the function of expressly removing the right for property owners to apply for repair as legally nonconforming structures under SMP 2.5.3.2. The question of whether the “conforming” designation has this effect is a question of legislative intent, which is best decided by City Council. The question is confusing because the Development Agreement - which expressly requires replacement of the boardwalk and essentially directs that the waterfront path be placed on the seawall - and the SMP - which was clearly adopted with redevelopment of the subject property in mind and which requires redevelopment to be brought into compliance with the current SMP setback – were adopted by Council at approximately the same time and yet require two different outcomes. The City’s Hearing Examiner requests that the legislative body review the two governing documents against the proposal and determine whether SMP Section 2.5.3.3’s apparent designation of the boardwalk as “conforming” means it is not eligible for repair as a legally nonconforming structure under SMP 2.5.3.2. If this designation does render the boardwalk ineligible for repair as a nonconforming structure, then exemption and variance appear to be the only means of replacing the boardwalk in the shoreline as proposed.

3. If the undersigned has misconstrued the SMP with respect to the project’s eligibility for a shoreline exemption, the following recommendation is entered. In order to qualify for a shoreline exemption, the replacement of the existing boardwalk must be determined to be “normal repair” pursuant to SMP 2.3.2.2, which allows “replacement of a structure [to] be authorized as repair where such replacement is the common method of repair for the type of structure or development and the replacement structure or development is comparable to the original structure or development including but not limited to its size, shape, configuration, location, and external appearance and the replacement does not cause substantial adverse effects to shoreline resources or environment... .” The record submitted contains insufficient information about the exact extent and location of the existing boardwalk to make an accurate factual determination of compliance with this requirement. The undersigned recommends that the record be supplemented with sufficiently detailed information to allow the determination of whether the proposed replacement boardwalk is similar enough in scale to the previously approved feature that the proposed replacement can qualify for the requested shoreline exemption. *Findings 66, 67, and 68.*
4. If neither the criteria for repair under SMP 2.5.3.2 nor those for shoreline exemption can be satisfied, a shoreline variance may be required. In the opinion of the undersigned, a requirement to obtain a shoreline variance would not be consistent with the apparent intent of Council in adopting the Development Agreement that essentially requires the path to be replaced on the seawall. Nevertheless, on the record submitted, no recommendation can be made on the request for shoreline exemption, and the path forward on the permitting required to replace the boardwalk is deferred to the judgment of the legislative body.

RECOMMENDATIONS

Based on the foregoing findings and conclusions, the requested variance should be **DENIED**. The requested planned development, shoreline conditional use permit, and shoreline substantial development permit should be **APPROVED** subject to the conditions below, which are to be satisfied by the Applicant or successors in interest.

General

1. Comply with the requirements of the Washington State Department of Ecology letter dated November 14, 2022 (Exhibit 1.M).

Prior to Ground Disturbing Activity

2. Prepare an archaeological monitoring & inadvertent discovery plan (MIDP). Submit the MIDP to staff along with any correspondence with the Department of Archaeological and Historic Preservation (DAHP) related to preparation of the MIDP.

Prior to Civil Plan Approval

3. Pay concurrency modeling fee of \$1,500.
4. Pay proportionate share fees totaling \$10,800.
5. The 40-foot sewer easement that runs along the western end of the site shall not be encumbered in any way including building overhangs.
6. Lighting must be shielded and/or directed away from I-5 in accordance with RCW 47.36.180.
7. New and existing fire hydrant locations related to this project shall be shown.
8. Fire department connections shall be shown to be located within 150 feet hose lay of a hydrant.
9. Include the following note on the water utility pages: "Underground fire sprinkler supply mains shall be installed only by contractors in compliance with WAC 212-80 and endorsed in accordance with VMC 16.04.095 under separate permit."
10. Include an approved fire response plan in both the civil plans and the architectural plans.
11. Consistent with Transportation Staff analysis in the record at Exhibit 7, the Applicant shall provide a memo or addendum to the traffic analysis report that discusses the reason for the proposed third site access from SE Columbia Way. This memo or addendum must include a discussion of other access options that were considered and an explanation of why these options are not feasible.
12. The building design shall be amended to include façade treatments, mechanical equipment, and windows designed and arranged to prevent bird collisions using the best available technology consistent with SMP 5.6.3.2 and 5.6.3.3.

Prior to Building Permit Issuance

13. Adjust and/or consolidate boundary lines as necessary to comply with the building code.
14. The 40-foot sewer easement that runs along the western end of the site that shall not be encumbered in any way including building overhangs.
15. Lighting must be shielded and/or directed away from I-5 in accordance with RCW 47.36.180.
16. Obtain a letter of no hazard from the FAA including any approvals for construction cranes.
17. Increase the size of the commercial solid waste room to meet the minimum required solid waste storage space (1,255 square feet). Provide more detail on commercial trash room such as footprints for intended solid waste receptacles and equipment.
18. The project shall ensure adequate solid waste collection vehicle access for residential units as well as commercial units. The proposed design must be altered to ensure adequate access, either by relocating residential collection to the commercial solid waste collection location, or by redesigning the building to allow for collection trucks to safely drive under the two building overhangs, or in some other manner approved by the City. Overhead clearance of 16 feet is advised, but a minimum of 14 feet 6 inches clearance would be reviewed for approval if clear of other obstructions such as surface changes, like speed bumps, or ceiling obstructions.
19. Prepare buildout wastewater discharge flow (demand) estimates. Use one or more industry standard wastewater flow estimation methods. Prepare a brief narrative summarizing methods and submit with the civil plans.
20. Civil plans shall include the following public sanitary sewer improvements and other features: Design downstream public gravity sewer improvements needed to accommodate buildout wastewater flows. Design a new public sanitary sewer extension east in SE Columbia Way to provide depth and additional service laterals. Provide separate sanitary sewer service laterals for each building and/or major type-of-use. Specify which service laterals will serve which buildings and uses. Show and note required outside grease interceptors on the civil and site plans. Specify which plan set (building or civil) will construct.
21. If building plumbing cannot be reasonably be separated and common (shared) service lateral connections must be used, include a brief explanatory note on the civil plans and specify which service laterals will serve which buildings and uses.
22. If common (shared) water meters are required to serve separate primary types-of-use that calculate sewer SDC based on water meter size, include water demand calculations determining nominal water meter sizes that would have been required for each use. Specify on the civil plans or submit separately with the plans.

23. Complete the sanitary sewer design on the civil drawings. Prepare according to Vancouver's current General Requirements and Details for Design and Construction. Address redline comments and submit the final design for civil plan approval.
24. Show Base Flood Elevation on-site and grading plans and all building elevation drawings.
25. Submit narrative for how building will comply with requirements of Chapter 5 of ASCE 7, ASCE 24 and Section 1612 of the International Building Code for buildings located within flood hazard area.
26. Submit a noise impact reduction plan prepared by a Washington-licensed professional engineer or architect for review and approval by the City. The plan shall address the performance standards contained in VMC 20.520 including how the construction will achieve a day/night average interior noise level of 45 Ldn or less.
27. Record a disclosure statement that documents how the premises may be adversely affected by noise for each lot in the development as required by VMC 20.510.
28. Revise the plans so that resident trash rooms are within 150 feet of all units per the tenant access requirements of VMC 20.970.030.A.3, or obtain approval of a variance or approval of a minor adjustment of the requirement from the Planning Official.
29. Revise the plans so that the gross floor area of each floor over 75 feet in height does not exceed 12,000 square feet in area.

Prior to Combustible Construction

30. Fire hydrants for emergency use shall be established and maintained.
31. Fire apparatus access roads shall be established and maintained.
32. Site security measures shall be installed to prevent unauthorized access.
33. Apply for and receive preliminary approval for the smoke control conceptual permit.

During Construction

34. Pay sewer application fees and system development charges for each separate type-of-use. Secure connection permits and connect new building sewers to the new service laterals according to the plumbing code.
35. A final erosion/sedimentation control plan shall be submitted.
36. A final stormwater plan and final storm report shall be submitted.
37. Temporary street and building address signage shall be visible and legible from the street

fronting the property for emergency response during construction.

38. All fire safety provisions of the International Fire Code shall be adhered to.
39. No smoking signage shall be posted throughout the site except in designated smoking areas.
40. Site security shall be maintained to prevent unauthorized access.
41. Consideration for emergency vehicle access shall be taken when staging materials for construction.

Prior to Issuance of Certificate of Occupancy

42. Comply with all requirements set forth on the civil drawings pursuant to the minor road modification approval.
43. Provide the following improvements for SE Columbia Way, per City of Vancouver standards:
 - Install additional pavement width as necessary to meet the required standard.
 - Install 15-foot “Heritage” sidewalk and streetlights. See detailed street lighting requirements below.
 - Install driveway accesses at all approved site entrances.
 - Remove any existing unused driveway accesses.
 - Modify existing striping as necessary.
 - The existing fees crossing that serves the trail to Old Apple Tree Park and the Vancouver Land Bridge must be reconstructed and enhanced to provide a raised pedestrian crossing with RRFB lights and signage.
 - Install traffic control devices as warranted and storm drainage as required by the city stormwater ordinance.

Note: The City of Vancouver will allow phasing of the SE Columbia Way frontage improvements and the riverfront boardwalk in conjunction with any proposed phasing plan. However, pedestrian and bike connectivity must be continually maintained at all times during construction of the project. Therefore, no section of the existing shared-use path along the frontage of SE Columbia Way can be closed until the entire boardwalk is built connecting both ends of the shared use path.

44. Street and address signage shall be visible and legible from the street fronting the property for emergency response. If applicable, individual suite numbers shall be posted at the suite doors. Where applicable, apartment building designations shall be visible and legible from all potential fire lane approaches.
45. Required fire lane signage shall be installed.

46. Any fire protection features identified as being required during the construction permit review shall be installed and approved prior to occupancy.
47. If a fire department Knox-Box was identified as a requirement during the construction permit review, it shall be installed at an approved location and locked with the required content.
48. Permanent vehicle gates crossing required fire lanes shall remain unlocked or open until approved by the fire department.
49. Conditions identified in the construction permit shall be met.
50. All requirements of the applicable fire and building codes and their referenced standards shall be met notwithstanding approved construction plans.
51. A licensed landscape architect shall provide a certificate verifying that the landscaping has been installed per the City-approved construction documents. Please submit to Keith Jones, keith.jones@cityofvancouver.us.

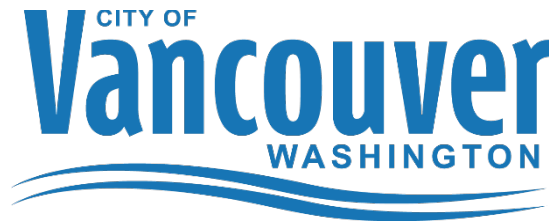
Decided February 3, 2023.

By:



Sharon A. Rice
City of Vancouver Hearing Examiner

Exhibit 1



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

www.cityofvancouver.us

Staff Report and Recommendation to the Hearing Examiner Kirkland Renaissance Boardwalk PRJ-163131/LUP-82094

Report Date	January 3, 2023
Hearing Date	January 17, 2023
Proposal	Master plan, design review, shoreline substantial development permit, shoreline conditional use permit and zoning code variance approval to construct a mixed-use development with approximately 217 multi-family dwelling units, 115,500 square feet of commercial space and 370 structured underground parking spaces including mechanical spaces. The property is zoned City Center CX.
Location	101 and 111 SE Columbia Way
Contact	Li Alligood, Otak, Inc. 700 Washington Street, Suite 300 Vancouver, WA 98660 503-415-2384
Applicant	Dana Gardner, Kirkland Development LLC 2370 E 3rd Loop Ste 100 Vancouver, WA 98661 360-816-1490
Staff	Keith Jones, Senior Planner/Case Manager
SEPA Determination	Final Determination of Nonsignificance (DNS) issued Nov. 17, 2022 (14-day SEPA appeal ended Dec. 1, 2022 without appeal)
Approval Criteria	<u>Vancouver Municipal Code</u> VMC 20.260.050 – Planned Developments VMC 20.265.040 – Design Review VMC 20.290.040.B – Type II Variance VMC 20.620.030.B – Columbia Shoreline Enhancement District <u>Vancouver Shoreline Master Program</u> Chapter 2.7.3 – Shoreline Conditional Use Permit Chapter 7.4.3.2 – Shoreline Substantial Development Permit

Staff

Recommendation City Staff recommends the Hearing Examiner recommend to City Council the following:

- Approval of the Shoreline Substantial Development Permit
- Approval of the Master Plan (Concept and Final Development Plan)
- Recommend Approval of the Shoreline Conditional Use Permit to the Department of Ecology
- Denial of the zoning variance request to the CX zoning height (request not related to Vancouver Shoreline Master Program)

Recommended conditions of approval are indicated at the end of this report.

APPEAL

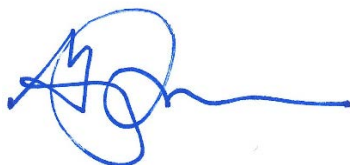
Under the provisions of Table 20.210.130-1 of the Vancouver Municipal Code, this Type IV decision includes a recommendation by Hearing Examiner to the City Council. The City Council decision is appealed to Superior Court.

For questions or additional information, you may contact the case manager by telephone at 360-487-7887, or by e-mail at keith.jones@cityofvancouver.us.



Report Prepared by
Keith Jones, Senior Planner/Case Manager

January 3, 2023
Date



Greg Turner, Manager
Land Use Team

January 3, 2023
Date

BACKGROUND

The site is located on the south side of SE Columbia Way, directly east of I-5 on the Columbia River. The site is zoned CX – City Center and lies within the Shoreline Management Area. Properties directly to the north are zoned CX and are owned by Burlington Northern and the National Park Service. Properties to the east and northeast are zoned Central Park Mixed Use - CPX and are owned by the National Park Service (NPS). These NPS properties are part of the Fort Vancouver National Historic Site and Vancouver National Historic Reserve Historic District and not part of this proposal.

The site consists of five tax lots and is currently developed with one building built in the early 1980s, currently the Who Song and Larry's restaurant. A second restaurant building (formerly Joe's Crab Shack) was recently demolished. Surface parking occupies most of the site. A wooden boardwalk, formerly a public fishing pier, is located on the water just west of the site and has been closed due to structural issues. The pier is owned by the City of Vancouver and Clark PUD, and will be removed and replaced as part of this development.

Proposal

The Kirkland Renaissance Boardwalk development includes multi-family residential and commercial uses, open space, and a riverfront boardwalk. The proposed development program includes:

- 217 multi-family dwelling units
- Approximately 115,500 sq. ft. of commercial space
- 370 underground parking spaces, including 100 EV-ready spaces. Parking will be in one level below ground. Some of the parking will be stacked mechanical spaces
- Removal of the existing deteriorated wooden fishing pier
- A new public riverside trail (the Renaissance Boardwalk)
- A new relocated public storm pipe
- Reconstruction of the Renaissance Trail to incorporate the Heritage Sidewalk detail installed in the Vancouver Waterfront development

Approval Request

The applicant requests the following approvals:

1. Shoreline Substantial Development Permit – for development within the City Shoreline
The site contains critical areas including the FEMA floodway, FEMA 100-year floodplain (aka flood fringe), riparian management area and riparian buffer of the Columbia River and geologic hazards due to steep slopes and liquefaction. Critical areas review is processed with the shoreline substantial development permit and the critical areas regulations contained within the city's Shoreline Master Program, Chapter 5A apply.
2. Approval of a Master Plan – The site is located within the Columbia Shoreline Enhancement District that requires a master plan be approved per the standards of VMC 20.260 Planned Developments. The applicant requests both a conceptual and detail plan approval under the planned development provisions.
3. Shoreline Conditional Use Permit – for relocation and replacement of a large diameter stormwater outfall line that service upstream property.
4. CX Zone Height Variance – to allow the floor area to exceed 12,000 square feet for a floor that extends above 75 feet in height (Floor 8 is proposed to have 27,022 square feet).
5. Design Review – for development within the Downtown Design Review district.

General Site Information

Zoning District	CX
Adjacent Zoning Designation	CPX
Comprehensive Plan Designation	Commercial
Adjacent Land Uses	I-5 Bridge, National Parks Service Land
Access Roads	SE Columbia Way
Existing Vegetation	Trees and shrubs
Existing Structures	Restaurant, pier
Topography	Generally flat with revetment next to the river
Habitats of Local Importance	No mapping indicators
Fish and Wildlife Habitat Conservation Areas	Riparian Management Areas
Frequently Flooded Areas	Mapping indicators
Geological Hazard Areas	Mapping indicators
Wetlands	Mapping indicators
Shoreline Management Areas	Mapping indicators
Archaeology	Mapping indicators
Drainage Basin	Columbia Slope
Wellhead Protection	No mapping indicators
Soils	Non-Hydric / Fn, Water / WAT
Park Impact Fee District	A
School Impact Fee District	Vancouver
Impacted Schools	Harney, Discovery & Hudson's Bay
Traffic Impact Fee District	Columbia
Transportation Analysis Zones	102
Sewer District	Vancouver
Water District	Vancouver
Fire Service	Vancouver
Neighborhood Association	Columbia Way

Procedural History

Activity	Case #	Date
Pre-application Meeting	PIR-81864	11/18/2021
Application Accepted (counter complete)	LUP-82094	01/21/2022
Application determined fully complete		10/04/2022
Notice of Application		10/13/2022
Hearing Examiner Hearing		01/17/2023

APPLICABLE REGULATIONS**Vancouver Municipal Code**

20.210 Decision Making Procedures; 20.760 Shoreline Management Area; 20.250 Decision Making Procedures; 20.260 Planned Developments; 20.265 Design Review; 20.290 Variances; 20.430 Commercial and Mixed Use Districts; 20.520 Noise Impact Overlay District; 20.570 Airport Height Overlay District; 20.620 Columbia Shoreline Enhancement District; 20.630 Downtown District; 20.710 Archaeological Resource Protection; 20.760 Shoreline Management; 20.770 Tree, Vegetation and Soil Conservation; 20.790 SEPA Regulations; 20.925 Landscaping 20.945 Parking and Loading; 20.970 Solid Waste

ANALYSIS

Major Issues

Staff reviewed the proposal for compliance with applicable regulations, code criteria and standards in order to determine whether the project complies with the requirements of the code. Staff's recommendation reflects review of agency and public comments received during the comment period and knowledge gained from a site visit.

Only the major issues, errors in the development proposal and/or justification for any conditions of approval are discussed below. Staff finds all other aspects of this proposed development comply with the applicable code requirements and require no discussion in this report.

Building code review is not performed during pre-application or site plan review. Filing of building permit application with required fees and review materials is required for a building code review.

AGENCY AND PUBLIC COMMENTS

Agency and public comments are listed below. The proposed project has been reviewed and recommendations made in light of these comments.

Washington State Department of Ecology

The Department of Ecology submitted a comment letter dated Nov. 14, 2022. The letter indicates requirements for solid waste and water quality/watershed resources. Development of the site must be in conformance with the requirements noted in this letter.

Washington State Department of Transportation

The Department of Transportation submitted a comment letter date Nov. 14, 2022. The letter indicates that a 40-foot sewer easement runs along the western end of the site that should not be encumbered in any way including building overhangs. Lighting must be shielded and/or directed away from I-5 in accordance with RCW 47.36.180.

Staff Response: Staff recommends conditions of approval to address these comments.

Washington State Department of Transportation Aviation

The Department of Transportation submitted a comment letter date Nov. 14, 2022. The letter stated that WSDOT Aviation is concerned with the project as it is not compatible with WSDOT's Airport Land Use Compatibility Program guidelines.

Staff Response: The WSDOT Airport Land Use Combability Program Guidebook, is guidance and is not regulatory. The applicant is required to obtain approval from the FAA of a No Hazard to Aviation. The No Hazard must be obtained prior to issuing a building permit. The applicant has had initial conversations with the FAA and the Pearson Airport Manager regarding the project and height limits near the airport. The project resides in the city's noise overlay and the building must comply with the noise regulations.

COMPLIANCE WITH THE APPLICABLE SECTIONS OF THE VANCOUVER MUNICIPAL CODE VMC Title 20 – Land Use and Development Code

20.200 – Land Use Decisions

20.210 Decision Making Procedures

Finding: The applicant requests approval of a master plan within the Columbia River Shoreline Enhancement District. Per VMC 20.620.030.A, a master plan approval is required prior to development and shall be processed per the requirements of VMC 20.260, Planned Developments. VMC 20.260.030.B. states that an initial review shall be heard by the hearing examiner who shall make recommendation to the City Council under a Type IV review.

The applicant completed the required pre-application Nov. 18, 2021. The application was accepted Jan. 21, 2022, and deemed fully complete Oct. 4, 2022. A notice of application with a 30-day comment permit was issued Oct. 13, 2022. The 30-day comment period ended Nov. 14, 2022. Public and agency comments received during the comment period are addressed in the Agency and Public Comment section of this report.

20.250 Development Agreements

Finding: A development agreement was executed between the applicant and the City of Vancouver. Although the specifics contained in the development agreement is not directly related to the requested land use approval and more related to the multi-family tax exemption, the applicant has provided a response to how the proposed development complies with the provisions of the development agreement. Staff finds the proposal is consistent with the development agreement.

20.260 Planned Developments

Finding: Per VMC 20.620.030, an applicant who proposes any development within the Columbia River Shoreline Enhancement Plan District shall submit a master development plan per the requirements of Chapter 20.260 VMC, Planned Developments, or 20.268 VMC, Public Facilities Master Plans, as appropriate for the proposed use(s). In this case, the Planned Development process (Type IV) is to be followed.

A Concept Development Plan must address the existing conditions, planning history and the proposed development plan for the project. The applicant has submitted an extensive narrative that describes how the project complies with the master plan requirements.

As indicated in VMC 20.260.030.B relating to the decision making process, a new planned development concept plan shall be processed by means of a Type IV review, per 20.210 VMC, using approval criteria contained in VMC 20.260.050 VMC. For planned developments less than 25 acres, the hearing examiner shall be the initial review authority and shall issue a recommendation to the City Council. The City Council shall be the final authority for planned developments.

The applicant has requested both a conceptual plan approval and a detailed plan approval (aka site plan review). The project is proposed to be one development phase with a staged construction.

VMC 20.260.050 states that to receive approval for a planned development, the applicant shall demonstrate compliance with all of the following criteria:

1. *Content. The concept plan contains all of the components required in Section 20.260.070 and shows compliance with all applicable standards. The proposed development and uses comply with all applicable standards of the Title, except where adjustments are being approved as part of the concept plan application, pursuant to Section 20.260.030.D.2.*
2. *Architectural and site design. The proposed development demonstrates the use of innovative, aesthetic, energy-efficient and environmentally friendly architectural and site design.*
3. *Transportation system capacity. There is either sufficient capacity in the transportation system to safely support the development proposed in all future phases or there will be adequate capacity by the time each phase of development is completed.*
4. *Availability of public services. There is either sufficient capacity within public services such as water supply, police and fire services, and sanitary waste and storm water disposal to adequately serve the development proposed in all future phases, or there will be adequate capacity available by the time each phase of development is completed.*

5. *Protection of designated resources.* City-designated resources such as historic landmarks, significant trees and sensitive natural resources are protected in compliance with the standards in this and other Titles of the VMC.
6. *Compatibility with adjacent uses.* The concept plan contains design, landscaping, parking/traffic management and multi-modal transportation elements that limit conflicts between the planned development and adjacent uses. If zoning districts are shifted per Section 20.260.020.C VMC, there shall be a demonstration that the reconfiguration of uses is compatible with surrounding uses by means of appropriate setbacks, design features or other techniques.
7. *Mitigation of off-site impacts.* All potential off-site impacts, including litter, noise, shading, glare and traffic, will be identified and mitigated to the extent practicable.

The applicant has prepared findings addressing these approval criteria (pages 19–29 of the applicant’s narrative). Staff has reviewed the applicant’s narrative and concurs.

Conclusion: The applicant has supplied the required material for review of a proposed Concept Development and Final Development Plan and has met the approval criteria set forth in 20.260.050.

20.265 – Design Review

Finding: Per Figure 20.265-1, the site is located in the Central City Plan District, Design Review Boundary. Design review is required for projects within the boundary.

VMC 20.265.040 states that to receive approval for a design review, the applicant shall demonstrate compliance with all of the following criteria:

1. *The requirements, guidelines, and applicable provisions of this Title that are applicable to the zoning district where the property is located and including all additional zoning regulations which may apply to the use or to its area by provision for overlay district, or made applicable by any conditional use or variance approval;*
2. *The Downtown Design Guidelines Manual kept on file and available for public inspection at the Community Development Department or VMC 20.640 Vancouver Central Park Plan District, as applicable;*
3. *The relationship found to exist between existing structures and open space, and between existing structures and other structures in the vicinity, and the expected effect of the proposed construction upon such relationships;*
4. *The impact of the proposed construction on adjacent uses, including impact of new or revised parking and pedestrian uses; and*
5. *The protection of neighboring uses from identifiable adverse effects of the design of the proposed construction.*

The applicant has prepared findings addressing these approval criteria (pages 34–45 of the applicant’s narrative). Staff has reviewed the applicant’s narrative and concurs.

Conclusion: The applicant has supplied the required material for design review and has met the approval criteria set forth in 20.265.040.

20.290 – Variances

Finding: Per Figure 20.630.030-4, the maximum building height for the site has a range of 50 to 100 feet. Section 20.630.050.C notes that any floor that extends above 75 feet up to 100 feet maximum, cannot have a floor area that exceeds 12,000 square feet. The top two stories of the proposed 9-story apartment building will be taller than 75 feet. The floor areas of the upper two floors are as follows:

- Floor 8 - 27,022 square feet
- Floor 9 - 3,271 square feet.

As proposed, Floor 8 exceeds the 12,000-square-foot maximum and the applicant proposes a variance to increase the floor area of Floor 8 to 27,022 square feet.

VMC 20.290.040.B states that to receive approval for a Type II Variance (variance exceeding 20% of standard), the applicant must demonstrate compliance with the following approval criteria:

1. *Unusual circumstances or conditions apply to the property and/or the intended use that do not apply generally to other property in the same vicinity or district;*
2. *Such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant such as is possessed by the owners of other properties in the same vicinity or district;*
3. *The variance requested is the least necessary to relieve the unusual circumstances or conditions identified in Subsection (1) above;*
4. *The authorization of such variance will not be materially detrimental to the public welfare or injurious to property in the vicinity or district in which property is located;*
5. *Any impacts resulting from the variance are mitigated to the extent practicable; and*
6. *If more than one variance is being requested, the cumulative effect of the variances results in a project that is still consistent with the overall purpose of the underlying zoning district.*

The applicant provided a response to the approval criteria starting on page 32 of the applicant narrative. Staff has reviewed the response and determined that the applicant **has not** demonstrated compliance with the approval criteria.

The applicant indicates zoning and plan district constraints, regulatory constraints, infrastructure constraints and site dimension constraints as unusual circumstances. Although the site is indeed a unique property, Figure 20.630-4 was purposely adjusted to address different areas of the downtown and was established in consultation with FAA and the airport manager at Pearson Airpark. If the applicant desires to adjust the variable height limits set in Figure 20.630-4 for this specific site or location, the code must be amended through a text amendment. The variance is not the appropriate mechanism to change the zoning height in this case as different zoning heights were establish based on various locations in the city and are site or location specific. Further, the variance is not necessary to preserve a property right, as substantial development can occur on the property without the floor increase requested. Staff therefore does not recommend approval of the variance request and instead recommends that the applicant; 1) reduce the height of floor 8 so it does not extend above 75 feet; 2) reduce the floor area to 12,000 square feet or less; or 3) obtain approval of a Plan Text Amendment to amend the code to modify or remove the 12,000 square foot limitation for this site or location.

Conclusion: The proposal does not meet the approval criteria to grant a variance to the 12,000-square-foot maximum above 75 feet in height. Staff recommends denial of the variance request.

20.400 – Zoning Districts

20.430 – Commercial and Mixed Use Districts

20.430.030 Uses

Finding: Retail, eating and drinking establishments, office and multi-family residential are permitted uses in the CX zone per Table 20.430.030-1.

20.430.040 Development Standards

Finding: Per VMC 20.440.040 – 1, there are no required setbacks, lot coverage, minimum landscaping or lot dimensions. Maximum height is controlled by Figure 20.630-4 in the Downtown

District standards (VMC 20.630), the Airport Height Overlay District and the FAA. (see responses regarding 20.630.040 Downtown Plan District Maximum Building Height and 20.570 Airport Height Overlay District for further details).

Chapter 20.500 – Overlay Districts

20.520 Noise Impact Overlay District

20.520.020 Establishment of Boundaries

Finding: Per Figure 20.520 – 1, the site is within the Noise Impact Overlay.

20.520.030 Applicability

Finding: As a residential use, the project is subject to the provisions of this Chapter.

20.520.040 Approval Process

Finding: The city shall not issue any permit for construction of a new residential structure until the provisions of this Chapter are complied with. Therefore, the applicant shall be conditioned to submit a Noise Impact Reduction Plan as specified in this section, for review and approval by the city prior to issuance of building permit.

20.520.050 Performance Standards

Finding: Prior to issuance of a building permit, the applicant shall submit a Noise Impact Reduction Plan prepared by a Washington-licensed professional engineer or architect for review and approval by the city. The study shall address the performance standards contained in this section including how the construction will achieve a day/night average interior noise level of 45 Ldn or less.

20.520.060 Disclosure Statement Required

Finding: Prior to issuance of a building permit the applicant shall record a disclosure statement that documents how the premises may be adversely affected by noise for each lot in the development.

20.570 Airport Height Overlay District

Finding: The applicant has had some initial conversations with the FAA and the Pearson Airport Manager regarding this project and allowed height. The site is located in the approach zone to Pearson Airport. It is city staff's understanding that the FAA will not approve any development including extension of temporary construction cranes to extend up into the airport approach zone as doing so would require the airport to be closed until the obstruction is removed. The Pearson Airport Manager is unwilling to close the airport for any length of time.

Prior to issuance of a building permit, the applicant shall obtain approval of a Determination of No Hazard to Air Navigation from the FAA and the permit shall indicate compliance with the maximum height specified in the determination.

Chapter 20.600 – Plan Districts

20.620 Columbia Shoreline Enhancement Plan District

Finding: The site is located in this plan district. The applicant requests approval of a Concept and Final Development Plan (Master Plan) as required by this section. See response to 20.260 Plan Developments.

In addition the applicant is required to comply with the following approval criteria as stated in 20.620.030.B

1. *The proposed development has been considered as a whole and conforms to the Comprehensive Plan and applicable zoning regulations.*

2. *Changes to the Comprehensive Plan and underlying zoning district have been integrated into the master plan.*
3. *Phased development has been properly coordinated.*
4. *The master plan process has been coordinated with the requirements of the State Shoreline Management Act and the city's shoreline program, and insofar as applicable with the city's adopted policy for a waterfront trail.*

The applicant has prepared findings addressing these approval criteria (page 52 of the applicant's narrative). Staff has reviewed the applicant's narrative and concurs.

Conclusion: The applicant has supplied the required material for design review and has met the approval criteria set forth in 20.620.030.B.

20.630 Downtown District

Finding: The Downtown District contains regulations for development in downtown Vancouver. The only Downtown District regulation that applies to the proposal is the Maximum Building Height. Per Figure 20.630.030-4, the maximum building height for the site has a range of 50 to 100 feet. Section 20.630.050.C notes that any floor that extends above 75 feet up to 100 feet maximum cannot have a floor area that exceeds 12,000 square feet. The top two stories of the proposed 9-story apartment building will be taller than 75 feet. The two upper story floor areas are as follows:

- Floor 8 - 27,022 square feet
- Floor 9 - 3,271 square feet

Floor 8 exceeds the 12,000-square-foot limit and the applicant proposes a variance to increase the floor area of Floor 8 to 27,022 square feet, see Section 20.290 Variances.

Chapter 20.700 – Environmental Regulations

20.710 – Archaeological Resource Protection

Finding: The applicant's consultant Willamette Cultural Resource Associates, LTD prepared a cultural resources survey from the site dated Nov. 21, 2021. The survey recommends monitoring for archaeological resources during ground-disturbing activities. The Washington State Department of Archaeology and Historic Preservation (DAHP) reviewed the report and commented in a letter dated Dec. 10, 2021. DAHP indicated they agree that the project should move forward following a Monitoring & Inadvertent Discovery Plan (MIDP). The MIDP should outline at what locations and depths the project should be monitored, and when just following an Inadvertent Discovery Plan will be sufficient. The DAHP is specifically concerned about potential early historic features and precontact sites that could be buried beneath or within the fill, so the plan should target the likely depths and locations for such finds.

Prior to start of ground disturbing activity, the applicant shall prepare a Monitoring & Inadvertent Discovery Plan (MIDP).

20.760 – Shoreline Management

Finding: The majority of the site is within shoreline jurisdiction, measured 200 feet from ordinary high water mark of the Columbia River. Under the Vancouver Shoreline Master Program, the applicant requests approval of the following:

- Shoreline Substantial Development Permit
- Shoreline Conditional Use Permit – for relocation and replacement of a large diameter stormwater outfall line that services upstream property.

The site contains critical areas including the FEMA floodway, FEMA 100-year floodplain (aka flood fringe), riparian management area and riparian buffer of the Columbia River, and geologic hazards due to steep slopes and liquefaction. Critical areas review is processed with the shoreline substantial development permit and the critical areas regulations contained within the city's Shoreline Master Program, Chapter 5A.

The applicant indicates that Army Corps and Department of Fish and Wildlife HPA permits are not required for the project since no work is proposed below ordinary high water mark. The applicant proposes to install shoring behind the existing seawall to allow the existing seawall to remain. Therefore, a JARPA for work below ordinary high water mark has not been completed. Some of the property is owned by the Washington State Department of Natural Resources (DNR), this will require a JARPA submitted to DNR for the land lease, but not for in-water work.

SMP Chapter 2 – Applicability – Shoreline Permits and Exemptions

2.1 Applicability

Finding: The Columbia River is a shoreline of statewide significance and the proposed development is within shoreline jurisdiction and subject to the requirements of the SMP.

2.2 Shoreline Substantial Development Permit

The Shoreline Administrator may grant a substantial development permit only when the development proposed is consistent with the policies and procedures of RCW 90.58, the provisions of WAC 173-27, and this Program.

Finding: The proposal is found to comply as evidenced by this staff report.

2.5 Nonconforming Uses and Development

2.5.3 Nonconforming Structures

1. A nonconforming building or structure may be maintained or repaired, provided such improvements do not extend or expand the nonconformity of such building or structure and are consistent with the provisions of this Program, unless required by other law or ordinance.
2. If a nonconforming structure or development is damaged by fire, flood, explosion, or other natural disaster and the damage is less than sixty percent (60%) of the replacement cost of the structure or development, it may be restored or reconstructed to those configurations existing at the time of such damage, provided:
 - a. The reconstructed or restored structure will not cause additional adverse effects to adjacent properties or to the shoreline environment;
 - b. The rebuilt structure or portion of structure shall not expand the original footprint or height of the damaged structure;
 - c. No degree of relocation shall occur, except to increase conformity or to increase ecological function, in which case the structure shall be located in the least environmentally damaging location possible;
 - d. The submittal of applications for permits necessary to restore the development is initiated within twelve (12) months of the damage. The Shoreline Administrator may waive this requirement in situations with extenuating circumstances;
 - e. The reconstruction is commenced within one (1) year of the issuance of permit;
 - f. The Shoreline Administrator may allow a one (1) year extension provided consistent and substantial progress is being made; and
 - g. Any residential structures, including multi-family structures, may be reconstructed up to the size, placement and density that existed prior to the damage, so long as other provisions of this Program are met.
3. Notwithstanding the foregoing, on the Columbia River shoreline from the eastern boundary of Wintler Park downstream to the railroad bridge, structures existing or for which shoreline

substantial development permits or shoreline conditional use permits were formally approved and construction was not yet begun or completed as of the effective date of this Program are considered conforming.

4. Legally established residences and appurtenant structures located landward of the OHWM which are used for a conforming use, but do not meet the standards of the Program are considered conforming structures, subject to RCW 90.58.620 and the requirements in section 6.3.11.

Finding: Table 6-1 of the SMP states that water-related/enjoyment trails must be setback 15 feet from ordinary high water mark. The existing river walkway is located at ordinary high water mark. The existing walkway will be rebuilt within the same location and will not meet the 15-foot setback.

In 1975, a shoreline substantial development permit for a two-restaurant complex along with public river access was approved. As stated in 3 above, the trail is considered conforming as it was legally constructed at ordinary high water mark. As stated in SMP 2.3.2.2. - *Replacement of a structure or development may be authorized as repair where such replacement is the common method of repair for the type of structure or development and the replacement structure or development is comparable to the original structure or development including but not limited to its size, shape, configuration, location, and external appearance and the replacement does not cause substantial adverse effects to shoreline resources or environment.*

Staff finds that the replacement walkway or trail is conforming to the SMP.

2.7 Shoreline Conditional Use Permit

Finding: Table 6-1 states that underground utilities that are perpendicular to the shoreline are a shoreline conditional use. An existing stormwater line that serves upstream property is proposed to be relocated to accommodate the development.

The applicant has prepared findings addressing these approval criteria (pages 77 - 81 of the applicant's narrative). Staff has reviewed the applicant's narrative and concurs.

Conclusion: The applicant has demonstrated compliance with the approval criteria for a shoreline conditional use.

SMP Chapter 5 – General Shoreline Use and Development Regulations

Finding: Staff finds the following sections of the Chapter 5 apply to the proposal:

- Section 5.1 – General Shoreline Use and Development Regulations
- Section 5.2 – Archeological, Cultural and Historic Resources
- Section 5.3 – Critical Areas Protection
- Section 5.4 – Public Access
- Section 5.5 – Restoration
- Section 5.6 – Site Planning and Development
- Section 5.7 – Vegetation Conservation
- Section 5.8 – Views and Aesthetics
- Section 5.9 – Water Quality and Quantity

Beginning on page 81 of the applicant's narrative, the applicant provided a complete and thorough response to these sections and staff finds the project complies with this chapter. In summary, adverse impacts are minimized by doing shoring landward of ordinary high water mark. This will allow the existing shoreline to remain without the need to do in-water work. The new walkway will be improved for public access. The applicant prepared an archaeological survey which was sent to

DAHP who concurred with the findings. Prior to start of ground disturbing activity, the applicant shall prepare a Monitoring & Inadvertent Discovery Plan (MIDP) to be reviewed and approved by DAHP.

SMP Chapter 5A – Critical Areas Regulations

Finding: The proposed work will occur within critical areas, including the riparian management area (Fish and Wildlife Habitat Conservation Areas), floodplain of the Columbia River (Frequently Flooded Areas) and steep slopes (Geologic Hazard Areas).

Beginning on page 81 of the applicant's narrative, the applicant provided a complete and thorough response to these sections and staff finds the project complies with this chapter. In summary, as stated previously, adverse impacts will be minimized by not working below ordinary high water mark. The applicant prepared a critical areas report Dec. 27, 2021. Mitigation includes removing the existing wooden pier, which consists of a total of 59 timber piles and a total of 2,943 square feet of overwater shading on the Columbia River. This net reduction in overwater shading will result in no net loss of function due to the proposed cantilevered boardwalk within the functional RMA.

The site is on the Columbia River and contains FEMA floodway and floodplain. The applicant prepared a hydraulic report dated Feb. 17, 2022. The memo concludes that the project will result in no net rise in the base flood elevation. Occupied buildings will be outside and landward of the floodway and finished floors will be elevated 1-foot above base flood elevation. The buildings, mechanical equipment and parking structures will be floodproofed per the building code and the performance standards for frequently flooded areas regulations.

The applicant prepared a geotechnical engineering report dated Dec. 10, 2021. The report concluded that the project can be constructed if the recommendations in the report are followed.

SMP Chapter 6 – Specific Shoreline Use Regulations

Table 6-1 – Shoreline Use, Modification and Development Standards

Finding: The applicant proposes commercial and multi-family uses, permitted uses subject to shoreline height and setback requirements.

Maximum Shoreline Height

As stated in 6.3.4.7.f, shoreline building height is that of the underlying CX zoning since the project qualifies under a-e of this section. Since the site is in High Intensity, the applicant is requesting master plan approval which includes water-oriented uses (restaurants), provides a water-front walk open to the public; and proposes restore degraded shorelines through removal of a dilapidated pier structure.

Shoreline Setbacks

The riverfront walkway is required to have a 15-foot setback from ordinary high water mark. The proposed trail will be at ordinary high water mark. However, the existing trail is determined to be conforming and a replacement allowed, see response to SMP Chapter 2.5. Therefore, the proposal complies.

Commercial uses. The three buildings located next to the river are commercial. The ground floor will include restaurants open to the public and are considered water-related uses requiring a 25-foot setback. The upper stories may have office space, a non-water related use. Staff discussed the commercial setbacks with the Department of Ecology who determined that as long as water-related use is on the ground floor a 25-foot water-related setback would apply as opposed to the 100-foot non-water related setback. Therefore, the proposal complies

Multi-family residential use. The building farthest from the river located on Columbia Way will have ground floor commercial and upper floor multi-family. The proposal complies with the 35-foot shoreline setback.

Underground Parking. Since the parking is proposed to be placed underground and forms the foundation of the building, shoreline setbacks do not apply. Parking setbacks are intended to discourage surface parking lots next to the shoreline.

Beginning on page 111 of the applicant's narrative, the applicant provided a complete and thorough response to Chapter 6 and staff finds the project complies with this chapter.

Conclusion: The applicant has demonstrated compliance with the Vancouver Shoreline Master Program.

20.770 - Tree, Vegetation and Soil Conservation

Finding: The applicant prepared a Level V Tree Plan. The CX zone does not have a minimum tree density. The applicant is required to install street trees on Columbia Way. The urban forester reviewed the plan and provided no comment. The proposal complies with this section.

20.790 - SEPA Regulations

Finding: Final Determination of Nonsignificance (DNS) issued Nov. 17, 2022 (14-day SEPA appeal ended Dec. 1, 2022 without appeal). SEPA review has been completed.

Chapter 20.900 – Additional Development Standards

20.915 - Impact Fees

Finding: The Transportation Impact Fees (TIF) are based upon the approved traffic study. An estimate of impact fees is attached.

Park impact fee is estimated at \$3,476 per unit.

Vancouver School District impact fee is estimated at \$2,486 per unit.

Impact fees are paid prior to issuance of building permits, per VMC 20.060.B. The fee listed above is an estimate only. **The applicable impact fees will be recalculated and paid at the time of building permit issuance.**

20.925 – Landscaping

Finding: The applicant has prepared a landscaping plan and provided a response to the requirements within the applicant narrative. Staff has reviewed the submittal and determine the proposal complies. The applicant shall submit a final landscape plan stamped with a licensed landscape architect with the civil engineering submittal.

20.945 – Parking and Loading

Finding: The applicant indicates that 279 parking spaces are required and 370 provided. This is based on 0.75 spaces per residential dwelling unit and one space per 1,000 square feet of commercial. City staff has reviewed the applicant submittal and determined the proposal complies with this section.

20.970 – Solid Waste Disposal Recycling

Concerning Solid Waste Storage Volume Requirements for Multi-family

Finding: The applicant proposed one consolidated solid waste and recycling room on Level 1. As shown on plans (**021 A2 WASTE DISPOSAL RECYCLE SITE PLAN.pdf V1**), the ground floor room is 2,081 square feet and contains:

- Garbage: Five, 2-yard compacted wheeled garbage containers
- Mixed recycling: Nine, 3-yard wheeled dumpsters
- Glass: 14 , 64-gallon glass carts
- Compactor for garbage at chute terminus
- Compactor power unit (garbage compactor)
- Garbage Chute terminus from upper residential floors
- Recycling Chute terminus from upper residential floors

Per **20.970.030(D)(1)** multi-unit residential buildings containing five or more units shall provide a minimum weekly storage area to accommodate the equivalent of 32 gallons of garbage per residential unit plus 48 gallons of mixed recycling and eight gallons of glass recycling.

To meet the solid waste storage space requirements for 217 units, the following service levels must be accommodated:

- **Garbage: 35 yards collected weekly.** (Proposed: compactor, with detachable wheeled dumpsters that could accommodate to accommodate 40 yards of garbage if collected twice a week with a compaction ratio of 2:1.)
- **Mixed Recycling/Cardboard: 52 yards** (Proposed wheeled dumpsters that could accommodate to accommodate 54 yards mixed recycling/ cardboard if collected twice a week.)
- **Glass: 1,736 gallons.** (Proposed 64-gallon carts that could accommodate 1,792 gallons of glass if collected twice a week. Upper residential floors 2-8 show one glass cart per floor for residential access.)
- **Food Waste** (optional): Staff recommend planning space for several 64-gallon food waste carts.

Conclusion: The proposal has satisfied multi-family solid waste storage requirements.

Concerning Solid Waste Tenant Access Requirements

Finding: Approximately 81 percent of the units (and all Type A Accessible Units) are within 150 feet of a resident floor centrally located trash room. Approximately six units on each floor are beyond 150 feet, but within 200 feet. As proposed, tenants will use an interior corridor to reach the centrally located trash room located near the elevators. Trash rooms contain a garbage chute, recycling chute and glass cart. (**022 A3 WASTE DISP RECYCLE TYPICAL PLAN.pdf V1**)

Per [VMC 20.970.040\(A\)\(3\)](#) the maximum distance from residential unit to the closest garbage/recycling room or area shall be no more than 150 feet.

Conclusion: The proposal satisfies the intent of the code requirement for providing tenant access within 150 feet of the entrances to the multi-family units.

Concerning Solid Waste Storage Requirements for Commercial

Finding: As proposed the Commercial use occupies approximately 115,500 square feet. A commercial trash room (separate from the residential trash room) is shown on plans as 1,208 square

feet. The applicant proposes that all commercial waste will be brought by building staff or retail tenants from the multiple commercial areas in the development to the single commercial solid waste storage area dedicated for commercial tenants/use for storage and servicing by the collector. **(021 A2 WASTE DISPOSAL RECYCLE SITE PLAN.pdf V1).**

Per [VMC 20.970.030\(D\)\(2\)](#), the proposed commercial area (115,500 GFA) is required to have a minimum solid waste storage area of 1,255 square feet.

VMC 20.970.030(D)(2)(b) Retail - nonresidential buildings shall provide a minimum storage area of 100 square feet plus 10 sq. ft. / 1,000 sq. ft. of gross floor area (GFA).

Per [VMC 20.970.040\(B\)\(1\)](#), the dimensions of the storage area shall accommodate containers consistent with current methods of local collection and allow for pedestrian (driver and residents) access between containers.

Condition: Prior to building plan approval, increase the size of the commercial solid waste room to meet the minimum required solid waste storage space (1,255 square feet). Please provide more detail on commercial trash room such as footprints for intended solid waste receptacles and equipment.

NOTE: In correspondence with the applicant after this LUP-82094 submittal, Solid Waste staff are aware that changes to the commercial solid waste storage area will be proposed in a future submittal. These include creating space to stage the multi-family solid waste receptacles on collection days within the development. The applicant has indicated that building staff will move full receptacles from the residential solid waste storage area to the commercial solid waste storage room so that the collector will have access to service containers overhead without overhead obstructions, i.e., being underneath the building overhang. Solid Waste staff recommended increasing the commercial solid waste storage area, beyond what is required, to accommodate the commercial waste from all commercial areas within the development as well as additional space needed to stage residential receptacles.

Conclusion: The proposal shall be modified to satisfy solid waste storage requirements, as conditioned.

Concerning Solid Waste Collector Access

Finding: As designed, the development does not appear serviceable by collection vehicles allowing for direct access and ease of circulation through the site with limited backing. **(021 A2 WASTE DISPOSAL RECYCLE SITE PLAN.pdf V1).**

Per [VMC 20.970.040\(C\)\(3\)](#) storage areas shall be accessible to collection vehicles without requiring backing out of a driveway onto a public street.

Per [VMC 20.970.040\(A\)\(7\)](#) the storage area shall be accessible for collection vehicles and located so it will not obstruct pedestrian or vehicle traffic movement on the site or on public streets or sidewalks adjacent to the site.

Due to inadequate overhead clearance under building overhangs for collection trucks, there is inadequate direct access and no truck turnaround on-site, as proposed. The collector will not be able to enter the development service containers and leave the development in a forward motion. One way to resolve this is to increase the height of the two building overhangs, currently shown as 13 feet 8 inches, to allow for trucks to safely drive underneath, allowing for truck to enter and leave the development in a forward motion.

NOTE: In correspondence with the applicant after this LUP-82094 submittal, Solid Waste staff are aware that changes to the servicing location for the residential receptacles will be proposed. Instead of being serviced in between the two overhangs, the residential receptacles will be brought by building staff to the commercial solid waste room for staging on collection days. This allows the servicing to occur with ample overhead clearance, outside of the overhang areas.

Condition: Prior to building plan approval, redesign the building to allow for collection trucks to safely drive under the two building overhangs. Overhead clearance of 16 feet is advised, but a minimum of 14 feet 6 inches clearance would be reviewed for approval if clear of other obstructions such a surface changes, like speed bumps, or ceiling obstructions.

Conclusion: The proposal shall be modified to satisfy solid waste collector access requirements, as conditioned.

VMC Title 11 – Streets and Sidewalks

Chapter 11.70 – Transportation Concurrency

Finding: The applicant is proposing a master plan for a mixed-use development with 217 multi-family dwelling units, approximately 115,500 square feet of commercial space, and 370 structured parking spaces, consistent with the existing Development Agreement (DA). The site is located at 101 and 111 SE Columbia Way. Access to the site will be by way of a looped driveway connected to SE Columbia Way and a driveway on SE Columbia Way to access the proposed parking garage.

To guide the findings of the DA, the applicant prepared a Traffic Analysis Report, dated August 2020 from Charbonneau Engineering. The report provided trip generation and distribution analysis, intersection capacity and queueing analysis, access sight distance analysis, turn-lane warrant and traffic signal warrant analysis, and a review of accident history. Trip generation rates in the Charbonneau report were based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition, utilizing Land Use Codes 221 (Multi-family Housing – Mid Rise), 820 (Shopping Center), and 932 (High Turnover Sit-down Restaurant). Based on this information, the proposed project will generate 2,756 new Average Daily Trips (ADT), including 157 new a.m. peak hour trips and 314 new p.m. peak hour trips.

The proposed use is located within the 102 Transportation Analysis Zone. The proposed project contributes p.m. peak hour trips to the following Transportation Management Zones (TMZ):

Corridor Name	Corridor Limit	PM Peak Trips
Mill Plain Blvd	Fourth Plain Blvd to I-5	2
Mill Plain Blvd	I-5 to Andresen Road	28
Fourth Plain Blvd	Mill Plain Blvd to I-5	2
Fourth Plain Blvd	I-5 to Andresen Road	7

Based on the above table, **prior to the issuance of civil plan approval, the applicant shall pay concurrency modeling fees totaling \$1,500.** Pursuant to the applicant's information, the project will not distribute trips to any other concurrency monitoring corridors. The submitted documentation fulfills the city's requirements for concurrency analysis.

As discussed above, the traffic analysis prepared for the existing DA identified and vested 314 p.m. peak hour trips. To ensure compliance with the findings of the traffic analysis prepared for the DA, a Trip Generation Debiting and Proportionate Share Contribution Report, dated March 17, 2022, was prepared by Otak. The Otak report updated the trip generation calculations for the

project, based on the current project scope. Based on this information, the proposed project will generate 2,713 new ADT, including 156 new a.m. peak hour trips and 312 new p.m. peak hour trips. **Therefore, the Otak report demonstrates that the cumulative number of weekday p.m. peak hour trips generated by the proposed development are within the total allocation of p.m. peak hour trips vested by the DA.**

The applicant's traffic analysis provides distribution of trips used to establish the proportionate share contribution towards off-site traffic mitigation projects pursuant to VMC 11.80.080(C). A list of the intersection(s) slated for proportionate share contributions is as follows:

Intersection	Fee Rate	Number of Trips	Proportionate Share
Grove St / Columbia House Blvd / SR-14 WB off-ramp	\$600 per <u>AM</u> peak hour trip	18	\$10,800
Total Proportionate Share Cost			\$10,800.00

Based on the above table, **prior to the issuance of civil plan approval, the applicant shall pay proportionate share fees totaling \$10,800.**

Transportation Impact Fees (TIF) are imposed per VMC 20.915, and per the conditions of the DA. See the section of this staff report addressing VMC 20.915 for calculation of TIF.

Conclusion: The proposed development meets the requirements of VMC 11.70 as conditioned.

Chapter 11.80 – Streets and Development Standards

Finding: The applicant is proposing a master plan for a mixed-use development with 217 multi-family dwelling units, approximately 115,500 square feet of commercial space, and 370 structured parking spaces, consistent with the existing Development Agreement (DA). The site is located at 101 and 111 SE Columbia Way. Access to the site will be by way of a looped driveway connected to SE Columbia Way and a driveway on SE Columbia Way to access the proposed parking garage.

Southeast Columbia Way is designated a minor arterial. The existing road along the property frontage of SE Columbia Way includes asphalt roadway, curb, gutter, planter strip with street trees, 14-foot shared-use path, and storm drainage. If the existing right of way is substandard, right of way dedication will be required to accommodate the proposed frontage improvements.

Southeast Columbia Way received a pavement treatment in October 2019. Pursuant to VMC 11.80.100(B), a street cut prohibition is in effect through October 2024. The applicant proposes to cut the streets to install utilities and/or construct the required frontage improvements. In order to deviate from the 5-year street-cut moratorium, this proposed work requires a minor road modification pursuant to VMC 11.80.160. The applicant has submitted a minor road modification request for the proposed work and Transportation staff has reviewed and approved the request. **Prior to civil plan approval, the applicant must include the City of Vancouver standard advanced pavement restoration requirements on the civil drawings. Prior to the issuance of occupancy approval, the applicant shall comply with all requirements set forth on the civil drawings pursuant to the minor road modification approval.**

Prior to the issuance of occupancy approval, the applicant must provide the following improvements for SE Columbia Way, per City of Vancouver standards:

- **Install additional pavement width as necessary to meet the required standard.**

- Install 15-foot “Heritage” sidewalk and streetlights. See detailed street lighting requirements below.
- Install driveway accesses at all three site entrances.
- Remove any existing unused driveway accesses.
- Modify existing striping as necessary.
- The existing pedestrian crossing which serves the trail to Old Apple Tree Park and the Vancouver Land Bridge must be reconstructed and enhanced to provide a raised pedestrian crossing with RRFB lights and signage.
- Install traffic control devices as warranted and storm drainage as required by the city stormwater ordinance.

The city will allow phasing of the SE Columbia Way frontage improvements and the riverfront boardwalk in conjunction with any proposed phasing plan. However, pedestrian and bike connectivity must be continually maintained at all times during construction of the project. Therefore, no section of the existing shared-use path along the frontage of SE Columbia Way can be closed until the entire boardwalk is built connecting both ends of the shared use path.

Street lighting is required on public streets per VMC 11.80.090 and on private streets per VMC 11.80.050(L). Any substandard street lighting shall be required to be upgraded to current city standards as part of this project. Street lighting shall be installed and/or updated to meet the design standards per city standard Plans T21-01A through T21-01D. If the applicant proposes to retain the existing lighting or install lighting that exceeds the maximum spacing requirement a photometric analysis will be required to ensure the lighting level standards are met. If the maximum spacing per T21-01A is met, the photometric analysis is not necessary.

When required, photometrics shall be analyzed in zones. Zones for each direction of travel of a straight roadway are done in luminance method. Intersections, sidewalks, and curved roadway sections are their own zones and done in illuminance. Average maintained luminance is measured in candela per square meter. Veiling luminance shall be shown. Average maintained illuminance is measured in foot-candles. Stationing is a required item on the lighting plans. IES files for lighting software can be obtained from lighting manufacturer. Use lighting materials from the City of Vancouver approved material list.

New lights will be LED and existing HPS lights will be retrofitted to LED unless otherwise noted by Traffic. Any new or existing lights that are within 10 feet of primary power and/neutral lines, will require the developer to raise the power lines. The developer will need to work with Clark Public Utilities for requirements and costs.

Conclusion: The proposed development meets the requirements of VMC 11.80 as conditioned.

VMC Title 14 – Water and Sewers

Water

Finding: City records indicate there is:

- 8-inch Ductile Iron (DI) water main within SE Columbia Way.
- Two 2-inch water meters currently servicing the project tax lot.
- The nearest fire hydrant is located on south side of SE Columbia Way, on the northeast corner of the project tax lot.

To obtain water supply for the project:

- Connect to the existing 8-inch DI water main within SE Columbia Way and extend new water services on-site as necessary. Install a Washington state approved RPBA on any service line

intended for commercial use. If an irrigation deduct meter is to be installed, this can be installed downstream of the domestic water service RPBA to alleviate the need for a secondary RPBA on the irrigation service line. Install Washington state approved DCVA (DCDA if three inches or larger) on proposed fire service lines. If additional fire hydrants or fire suppression is required, connect to the existing 8-inch DI water main within SE Columbia Way and extend new 8-inch Zinc Coated DI water service onto the project lot as necessary to facilitate any water or fire services.

- Fire hydrant locations are to be specified by the fire marshal. **If new hydrants are required**, they shall be served by water mains with a minimum of 8-inch diameter. The exception allows utilization of a 6-inch main for dead-end run shorter than 50 feet to a hydrant.
- A public easement will be required for any public water main, meter or hydrant located outside of City of Vancouver right of way.
- Separate water services are required for each building. Water meters shall be located in a non-paved area, centered along the property frontage.
- If wells are found to be on-site, future use or abandonment requirements from the Departments of Health and Ecology must be met. If an existing well is to remain in service, approval from the city's Water Quality Department will also be required, including appropriate backflow protection.

Conclusion: The submitted plan indicates the City of Vancouver requirements for water can be met. The applicant shall meet the water requirements as per the *General Requirements & Details for the Design and Construction of Water, Sanitary Sewer and Surface Water Systems* (latest revision). Additional fees associated with permits, System Development Charges (SDC) and Main fees will/may also be required.

Further requirements may be necessary depending on the final project configuration.

Sanitary Sewer

Finding: Initial sanitary sewer comments are posted in a July 2019 pre-application report (PIR-75153). Comments were updated in the November 2021 pre-application report to reflect the latest proposal (PIR-81864).

Public sanitary sewer service is available to the site. The basin is served by a public pump station located northwest of the site. The station is sized to accommodate the project area. Existing gravity sewers front the west half of the site in SE Columbia Way, flow west under I-5, and continue north in Columbia Street. Sewers are relatively shallow and negotiate utilities. (Original sewer construction may not have anticipated today's proposed flows.)

One or both restaurants paid for their original sewer connections. Copies of the applications are available and some additional research may be required. System development charge (SDC) credits are available for up to 10 years (VMC 14.04.235 (E)). Other sewer main fees are not owing.

Development Extension Criteria: Developing properties are required to extend public sewer to and through the site and across frontages (VMC 14.04.280). In this case, public sewer construction is not required through the site to provide future service to the east adjoining properties. Construction into the site is required as needed to serve the proposed development. Standards require projects to also construct downstream capacity improvements if estimated development flows exceed existing downstream capacities.

Service Requirements: Codes require each building and parcel to be served by at least one service lateral connection (VMC 14.08.050, 14.16.010). Standards require separate service laterals to serve separate types-of-use. Separate service laterals are also typically required for separate water meters. Relief from selected separate lateral standards may be available if required and certain conditions are met.

Pretreatment Requirements: Restaurants require oil and grease management (VMC 14.10). Outside grease interceptors are typically required. Size according to plumbing code. Specify locations and construction on the plans and provide maintenance access. Stormwater discharges to sanitary sewer are prohibited. Connections for parking areas are allowed only if required and with pretreatment measures. Connections for subgrade parking are required to prohibit potential groundwater and floodwaters.

The application was reviewed for sanitary sewer in February. The November 2021 pre-application report is included as Appendix J. Sewer service is mentioned on Page 17 of the narrative. Existing sewers are shown on Sheet EX-01 of the drawings. A preliminary utility plan is included as Sheet UT-01. The plan proposes construction of a new manhole and a single lateral connection near the west end of the building. Approximate elevations and depths are not noted. The proposal generally satisfies code's development extension and service criteria for master planning purposes. Conditions below specify remaining requirements for the proposed site plan.

Sanitary sewer comments returned to the applicant confirm that the existing public pump station was generally sized to serve the project area. Correspondence is posted to the initial 2019 pre-application files. A copy is now also posted to this current application.

Sanitary Sewer Conditions (Prior to Civil Plan Approval)

Prepare buildout wastewater discharge flow (demand) estimates. Use one or more industry standard wastewater flow estimation methods. Prepare a brief narrative summarizing methods and submit with the civil plans.

Prepare a downstream sanitary sewer hydraulic capacity analysis. Survey manholes and provide profiles. Compare downstream capacity to wastewater flow estimates. Prepare a brief narrative summarizing methods and results and submit with the civil plans.

Civil plans shall include the following public sanitary sewer improvements and other features: Design downstream public gravity sewer improvements needed to accommodate buildout wastewater flows. Design a new public sanitary sewer extension east in SE Columbia Way to provide depth and additional service laterals. Provide separate sanitary sewer service laterals for each building and/or major type-of-use. Specify which service laterals will serve which building and use. Show and note required outside grease interceptors on the civil and site plans. Specify which plan set (building or civil) will construct.

If building plumbing cannot be reasonably be separated and common (shared) service lateral connections must be used then include a brief explanatory note on the civil plans and specify which service laterals will serve which buildings and uses.

If common (shared) water meters are required to serve separate primary types-of-use that calculate sewer SDC based on water meter size then include water demand calculations determining nominal water meter sizes that would have been required for each use. Specify on the civil plans or submit separately with the plans.

Complete the sanitary sewer design on the civil drawings. Prepare according to Vancouver's current General Requirements and Details for Design and Construction. Address redline comments and submit the final design for civil plan approval.

(During Construction)

Secure construction permits and schedule and attend a pre-construction meeting. Construct downstream improvements, new public sewer mains, new service laterals, and other features as shown on the approved plans. Satisfy construction services inspection requirements and secure construction acceptance.

Satisfy submittal and other requirements itemized in the Notifications of Civil Plan Approval and secure final civil project acceptance.

(Prior to Occupancy)

Pay sewer application fees and system development charges for each separate type-of-use. Secure connection permits and connect new building sewers to the new service laterals according to the plumbing code.

Sanitary Sewer Conclusion: The applicant has demonstrated that the standards for public sewer can be met as conditioned.

Erosion Control

Finding: The entire project site will be disturbed during construction and significant grading will be required for the sub-surface parking garage with excess dirt being hauled off-site. The site is adjacent to the Columbia River and Columbia Way which drains to the river. Both must be protected from sediment and sediment laden runoff during construction. A wheel wash will likely be required to ensure haul vehicles do not track sediment on Columbia Way. The applicant has submitted a preliminary erosion control plan and has demonstrated the requirements of the ordinance can be met for the project. A final erosion/sedimentation control plan shall be submitted for civil review.

Stormwater

Finding: The proposed project will create/replace more than 5,000 square feet of hard surfaces and is subject to the requirements of the ordinance. The site drains to the Columbia River which is a flow control exempt waterbody, and no detention of stormwater runoff will be required for the project. There is an existing public 27-inch storm pipe which crosses the eastern portion of the site. The applicant has proposed to replace this pipe in a location closer to the eastern property line. City staff has reviewed this proposal and supports the relocation. The city has hired a consultant to perform an upstream flow analysis for this pipe to determine the pipe size needed for ultimate buildout. This information will be provided to the applicant when completed. The applicant has submitted a preliminary stormwater plan and preliminary stormwater report which have demonstrated that the requirements of the ordinance can be met for the project. A final stormwater plan and final storm report shall be submitted for civil review.

VMC Title 16 – Fire

Findings: The fire department has determined the requirements of Vancouver Municipal Code can be met with adherence to the conditions contained herein.

VMC Title 17 – Buildings and Construction

Finding: 17.08.090 a building department plan review and permit will be required for this project. Building shall comply with the applicable codes listed in 17.08.010 in effect at the time of building permit application. A complete building code review of plans is not performed during site plan

review. Filing of building permit application with required fees and review material is required for a complete building code review. At this time, plans and information necessary to verify compliance with all applicable building code provisions is neither required nor provided.

Separate building permits will be required for phased construction and/or phased occupancy.

Separate building permits will be required for any soil improvements, temporary site shoring, or tower crane foundation (when not integral with building foundation).

Separate building permits will be required for any site structures requiring a permit, including trash enclosures over six feet in height or covered, retaining walls over four feet, and flag poles.

Design and construction of buildings and structures located in flood hazard areas shall be in accordance with Chapter 5 of ASCE 7, ASCE 24 and Section 1612 of the International Building Code.

IBC 1104 accessible routes within the site shall be provided from public transportation stops, accessible parking, accessible passenger loading zones and public streets or sidewalks to the accessible building entrance served. The exterior accessible route must be 44 inches clear in width. Wherever practical, the accessible route shall not cross lanes of vehicular traffic. Where crossing traffic lanes is necessary, the route shall be designated and marked as a crosswalk.

IBC 1106 accessible parking spaces shall be located on an accessible route, near and distributed among accessible entrances. Access aisles serving van parking spaces shall be 96 inches minimum in width (WAC 51-50-1101.2.8).

Where parking is provided for mixed occupancies, Table 1106.1 must be satisfied for the parking spaces required/assigned for commercial occupancy and IBC 1106.2 must be satisfied for the parking spaces required/assigned for residential occupancy.

WAC 51-50-0429 for electric vehicle (EV) charging infrastructure requirements recently increased to 10 percent of parking spaces and include more building types than previous.

City of Vancouver Sewer District requires all food servers to have grease control. Refer to City of Vancouver standard details S4.2-S4.4. Show size and location of grease interceptor on final site plan.

As submitted project could be approved for building code requirements pertaining to the site plan with the conditions noted.

RECOMMENDATION

Based upon the findings herein, Staff recommends the Hearing Examiner recommend the following to City Council

- **Denial** of the zoning variance request to the CX zoning height
- **Approval** of the following subject to the following conditions:
 - Shoreline Substantial Development Permit
 - Master Plan (Concept and Final Development Plan)
- **Recommend** the City Council recommend **Approval** of the Shoreline Conditional Use Permit to the Department of Ecology

CONDITIONS OF APPROVAL

General

1. Comply with the requirements of the Washington State Department of Ecology Letter dated Nov. 14, 2022

Prior to Ground Disturbing Activity

2. Prepare an archaeological Monitoring & Inadvertent Discovery Plan (MIDP). Submit the MIDP to staff along with any correspondence with DAHP related to preparation of the MIDP.

Prior to Civil Plan Approval

3. Pay concurrency modeling fee of \$1,500.
4. Pay proportionate share fees totaling \$10,800
5. A 40-foot sewer easement runs along the western end of the site that should not be encumbered in any way including building overhangs.
6. Lighting must be shielded and/or directed away from I-5 in accordance with RCW 47.36.180.
7. New and existing fire hydrant locations related to this project shall be shown.
8. Fire department connections shall be shown to be located within 150 feet hose lay of a hydrant.
9. Include the following note on the water utility pages, "Underground fire sprinkler supply mains shall be installed only by contractors in compliance with WAC 212-80 and endorsed in accordance with VMC 16.04.095 under separate permit."
10. Include an approved fire response plan in both the civil plans and the architectural plans.

Prior to Building Permit Issuance

11. Adjust and/or consolidate boundary lines as necessary to comply with the building code.
12. A 40-foot sewer easement runs along the western end of the site that should not be encumbered in any way including building overhangs.
13. Lighting must be shielded and/or directed away from I-5 in accordance with RCW 47.36.180.
14. Obtain a letter of no hazard from the FAA including any approvals for construction cranes.
15. Increase the size of the commercial solid waste room to meet the minimum required solid waste storage space (1,255 square feet). Provide more detail on commercial trash room such as footprints for intended solid waste receptacles and equipment.
16. Redesign the building to allow for collection trucks to safely drive under the two building overhangs. Overhead clearance of 16 feet is advised, but a minimum of 14 feet 6 inches clearance would be reviewed for approval if clear of other obstructions such as surface changes, like speed bumps, or ceiling obstructions.
17. Prepare buildout wastewater discharge flow (demand) estimates. Use one or more industry standard wastewater flow estimation methods. Prepare a brief narrative summarizing methods and submit with the civil plans.

18. Civil plans shall include the following public sanitary sewer improvements and other features: Design downstream public gravity sewer improvements needed to accommodate buildout wastewater flows. Design a new public sanitary sewer extension east in SE Columbia Way to provide depth and additional service laterals. Provide separate sanitary sewer service laterals for each building and/or major type-of-use. Specify which service laterals will serve which buildings and uses. Show and note required outside grease interceptors on the civil and site plans. Specify which plan set (building or civil) will construct.
19. If building plumbing cannot be reasonably be separated and common (shared) service lateral connections must be used then include a brief explanatory note on the civil plans and specify which service laterals will serve which buildings and uses.
20. If common (shared) water meters are required to serve separate primary types-of-use that calculate sewer SDC based on water meter size then include water demand calculations determining nominal water meter sizes that would have been required for each use. Specify on the civil plans or submit separately with the plans.
21. Complete the sanitary sewer design on the civil drawings. Prepare according to Vancouver's current General Requirements and Details for Design and Construction. Address redline comments and submit the final design for civil plan approval.
22. Show Base Flood Elevation on-site and grading plans and all building elevation drawings.
23. Submit narrative for how building will comply with requirements of Chapter 5 of ASCE 7, ASCE 24 and Section 1612 of the International Building Code for buildings located within flood hazard area.
24. Submit a Noise Impact Reduction Plan prepared by a Washington-licensed professional engineer or architect for review and approval by the city. The study shall address the performance standards contained in VMC 20.520 including how the construction will achieve a day/night average interior noise level of 45 Ldn or less.
25. Record a disclosure statement that documents how the premises may be adversely affected by noise for each lot in the development as required by VMC 20.510.

Prior to Combustible Construction

26. Fire hydrants for emergency use shall be established and maintained.
27. Fire apparatus access roads shall be established and maintained.
28. Site security measures shall be installed to prevent unauthorized access.
29. Apply for and receive preliminary approval for the smoke control conceptual permit.

During Construction

30. Pay sewer application fees and system development charges for each separate type-of-use. Secure connection permits and connect new building sewers to the new service laterals according to the plumbing code.
31. A final erosion/sedimentation control plan shall be submitted.
32. A final stormwater plan and final storm report shall be submitted.
33. Temporary street and building address signage shall be visible and legible from the street fronting the property for emergency response during construction.
34. All fire safety provisions of the International Fire Code shall be adhered to.
35. No smoking signage shall be posted throughout the site except in designated smoking areas.
36. Site security shall be maintained to prevent unauthorized access.
37. Consideration for emergency vehicle access shall be taken when staging materials for construction.

Prior to Issuance of Certificate of Occupancy

38. Comply with all requirements set forth on the civil drawings pursuant to the minor road modification approval.
39. Provide the following improvements for SE Columbia Way, per City of Vancouver standards:
- Install additional pavement width as necessary to meet the required standard.
 - Install 15-foot "Heritage" sidewalk and streetlights. See detailed street lighting requirements below.
 - Install driveway accesses at all three site entrances.
 - Remove any existing unused driveway accesses.
 - Modify existing striping as necessary.
 - The existing pedestrian crossing which serves the trail to Old Apple Tree Park and the Vancouver Land Bridge must be reconstructed and enhanced to provide a raised pedestrian crossing with RRFB lights and signage.
 - Install traffic control devices as warranted and storm drainage as required by the city stormwater ordinance.

Note: The City of Vancouver will allow phasing of the SE Columbia Way frontage improvements and the riverfront boardwalk in conjunction with any proposed phasing plan. However, pedestrian and bike connectivity must be continually maintained at all times during construction of the project. Therefore, no section of the existing shared-use path along the frontage of SE Columbia Way can be closed until the entire boardwalk is built connecting both ends of the shared use path.

40. Street and address signage shall be visible and legible from the street fronting the property for emergency response. If applicable, individual suite numbers shall be posted at the suite doors. Where applicable, apartment building designations shall be visible and legible from all potential fire lane approaches.
41. Required fire lane signage shall be installed.
42. Any fire protection features identified as being required during the construction permit review shall be installed and approved prior to occupancy.
43. If a fire department Knox-Box was identified as a requirement during the construction permit review, it shall be installed at an approved location and locked with the required content.
44. Permanent vehicle gates crossing required fire lanes shall remain unlocked or open until approved by the fire department.
45. Conditions identified in the construction permit shall be met.
46. All requirements of the applicable fire and building codes and their referenced standards shall be met notwithstanding approved construction plans.
47. A licensed landscape architect shall provide a certificate verifying that the landscaping has been installed per the city-approved construction documents. Please submit to Keith Jones, keith.jones@cityofvancouver.us.

EXHIBITS

1. Staff Report
 - A. Application Form
 - B. Traffic Impact Fee Estimate
 - C. Applicant Narrative**
 - D. Site Plan
 - E. Landscape Plans
 - F. Grading and Erosion Control Plan
 - G. Building Elevations
 - H. Floor Plans
 - I. JARPA for DNR**
 - J. DAHP Letter
 - K. WDOT Letter
 - L. WDOT Aviation Letter
 - M. Department of Ecology dated Letter
 - N. Schematic Foundation Memo
 - O. Seawall Memo
 - P. Transportation Impact Study**
 - Q. Critical Areas Report**
 - R. Hydraulic Report**
 - S. Geotechnical Report**

**Because of the size of the exhibit, it is not included with this report. The document is available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibit.



Planning Permit Application

LAND USE PRELIMINARY APPLICATION (LUP)

415 W 6th ST ~ Vancouver, WA 98660, P.O. Box 1995 ~ Vancouver, WA 98668, Phone (360) 487-7800

Email completed application to plans@cityofvancouver.us

REVIEW TYPE (Check one review and one process type)				
Review Type: ☐ Type I ☐ Type II ☐ Type III ☒ Type IV ☐ Tree Removal Only (nuisance or hazard)				
Process Type: ☒ Standard ☐ Streamline (Type II Applications only - Pre-submittal Meeting required)				
USE				
☐ Single-Family	☒ Commercial	☒ Multi-family	☐ Industrial	☐ Residential
☐ Duplex	☐ Wireless Communications Facility (new) see VMC 20.890			
PROJECT INFORMATION				
Site Acres: 2.34	Disturbed Acres: 2.34	Zoning: CX	Sewer: ☐ Septic ☒ Public	Water: ☐ Well ☒ Public
Proposed # of Lots: NA Dwelling Units: 217				
Non-Residential Bldg. Square Footage: 115,583 SF Ground Floor: 44,167 SF Total of All Upper Floors: 271,095				
Hard Surface Area Square Feet - New: 32,347 Replacement: 10,508 Total: 42,855				
PROJECT NAME AND LOCATION				
Proposed project name: Kirkland Renaissance Boardwalk				
Project site address: 101 & 111 SE Columbia Way			Parcel #(s): 502291000, 502280000, 38279908, 47585000, 502290000, 502295000, 502300000	
PROJECT DESCRIPTION				
(Briefly describe the proposed project. Provide more detail in project narrative)				
The proposed development is a mixed-use redevelopment of the site and includes 217 dwelling units, river-facing restaurants and cafes, upper-level outdoor spaces, and a public boardwalk along the river.				
PRIMARY APPLICANT			CONTACT	
Business Name: Kirkland Development LLC			Business Name: Otak, Inc.	
Contact Name: Dana Gardner			Contact Name: Li Alligood, AICP	
Address: 2370 E 3rd Loop Ste 100			Address: 700 Washington Street, Suite 300	
City/State/Zip: Vancouver, WA 98661			City/State/Zip: Vancouver, WA 98660	
Phone: (360) 816-1490			Phone: (503) 415-2384	
Email: dana@kirklandgloballlc.com			Email: li.alligood@otak.com	
ELECTRONIC PLANS SUBMITTER (required)			OWNER	
(responsible for ePlans uploading and correspondence)			(attached additional sheets for multiple owners)	
Name: Otak Civil			Name: Multiple - see attached	
Address: 700 Washington Street, Suite 300			Address:	
City/State/Zip: Vancouver, WA 98660			City/State/Zip:	
Email (required): otakcivil@otak.com			Email:	
Phone: (360) 737-9613			Phone:	
ONLINE PAYMENT				
Existing ePermits User Name: DanaG21			Request an ePermits Account	
REQUIRED SIGNATURES				
As evidenced by my signature below, I/we agree that City of Vancouver staff has my/our full permission to enter upon the subject property at any reasonable time to consider the merits of the application, to take photographs and to post public notices.				
Applicant Signature:			Date: 12/17/21	
Property Owner Signature:			Date: 12/17/21	

LUP APPLICATION SUB TYPES

Please check all applicable applications and information where necessary

☒ Airport Height Overlay District
☐ Archaeological Pre-determination
☐ Binding Site Plan
☐ Boundary Line Adjustment # of lots to be adjusted:
☐ Comprehensive Plan Amendment (Including Zone Map Amendment with Comp Plan)
☐ Conditional Use Permit ☐ Initial (Type III) (Comm. Centers, Group Meal Service, Shelters) ☐ Major Modification (Type III) ☐ Minor Modification (Type I) Engineering Review Required ☐ Yes ☐ No
☐ Covenant Release
☐ Critical Areas (not used when in Shoreline) Check one → ☐ Duplex/Single Family ☐ All Other Uses Check one → ☐ Permit ☐ Statement of Exemption (No Fee) Check the applicable critical area(s) ☐ Fish & Wildlife ☐ Frequently Flooded ☐ Geological Hazards ☐ Wetlands ☐ Minor Exception (not common) ☐ Reasonable Use (not common)
☒ Design Review ☐ Exterior Modification Only ☒ All Others
☐ Development Agreement ☐ Initial ☐ Modification ☐ Extension
☐ Historic Preservation
☐ Legal Lot Determination # of lots to be reviewed:
☒ Master Plan/Public Facilities MP ☒ Conceptual (without Site Plan Review) ☒ Detailed (with Site Plan Review) ☐ Hybrid (Some areas with Site Plan Review)
☐ Planned Development ☐ Commercial ☐ Residential ☐ Mixed Use* *Ground Floor SF: Upper Floor SF:
☐ Plat Alteration
☐ Post Decision Review/Modification (Includes Planned Development/Master Plan Modifications) ☐ Type I ☐ Type II ☐ Type III Engineering Review Required ☐ Yes ☐ No

☒ Road Modification ☒ Minor (Administrative) ☐ Technical (Minor) ☐ Major (Design) Submitted: ☒ Before ☐ After Decision (submitted after decision is not common)
☒ Shoreline Permits ☒ Substantial Development Permit ☐ Shoreline Permit Exemption (no fee) ☒ Shoreline Conditional Use ☒ Shoreline Variance
☒ Site Plan Review ☐ Type I ☒ Type II Check Use Type below ☒ Residential ☒ Non-Residential ☐ Qualified Planned Action ☐ Unoccupied Commercial/Utility Structure ☐ Commercial Pad ☐ Land Extensive Stormwater ☒ Yes ☐ No Transportation ☒ Yes ☐ No
☒ State Environmental Policy Act (SEPA) ☐ Check if for Single-Family Residential house (only) ☐ Residential Site Plan Review (SPR) ☐ Grading Only ☐ Subdivision or Planned Development ☐ Non-Project Actions (not common) ☒ All Other (Includes Comm/Indust SPR) ☐ Qualified Planned Action (When more than one applies check All Other)
☐ Subdivision/Short Subdivision ☐ Short Subdivision (2-9 lots) ☐ Subdivision (10+ Lots)
☐ Temporary Use ☐ Commercial/Industrial ☐ Unforeseen Emergency ☐ Seasonal or Special Event ☐ Model Home or Sales Office
☒ Tree Plan Enter Tree Plan Level (1 to 7): 5 (Tree Removal for nuisance or hazard tree(s) is Level 3)
☒ Variance ☐ Check if for Single Family Residential house ☐ Type I - # requested: ☒ Type II - # requested: Stormwater ☐ Yes ☐ No Transportation ☐ Yes ☐ No
☐ Zoning Certificate
☐ Zoning Map Amendment (Not involving Comprehensive Plan Amendment)
☐ Zoning Verification

**CITY OF VANCOUVER
KIRKLAND RENAISSANCE BOARDWALK LAND USE APPLICATION**

Site Address:

101 and 111 SE Columbia Way, Vancouver, WA

Parcel Numbers:

38279908, 47585000, 502290000, 502295000, 502300000

Property Owner:

Renaissance Boardwalk Ventures LLC



Signature

Kristin Kirkland

Printed Name

12-20-2021

Date

Manager.

Title

City of Vancouver Transportation Services
Trip and Traffic Impact Fee Calculation Worksheet

Application Number: PRJ-163131

Project Name: <u>Waterfront East</u>	Date: <u>11/15/2022 12:00:00 AM</u>
Project Address: <u>101 SE COLUMBIA WAY</u>	TAZ: <u>TA102</u>
Project Number: <u>PRJ-163131</u>	Primary Corridor: <u>4PLN #2</u>
ENG Number: _____	Parcel 1 ID: <u>47585000</u>
TIF District: <u>Columbia</u>	Parcel 2 ID: _____
TIF Overlay District: _____	Parcel 3 ID: _____

Existing Site Trips ^^										
LU Description	ITE LU Code	Existing AM Peak Rate	Existing PM Peak Rate	Existing ADT Rate	Unit of Measure	Size**		Existing AM Peak Trips	Existing PM Peak Trips	Existing ADT
High Turnover/Sit Down	932	9.57	9.05	107.20	1000	17279			73	1550
^^ equals zero if this is a new development on greenfield or if old use has been gone > 1 year.								Existing Trips Total		
										73
										1550

New Trip Generation Calculation										
LU Description	ITE LU Code	AM Peak Rate	PM Peak Rate	ADT Rate	Unit of Measure*	Size**		New AM Peak	New PM Peak	New ADT
Shopping Center (>150k)	820	0.84	3.4	37.01	1000	124136		78	313	3083
Multifamily Housing (Mid-Rise)	221	0.37	0.39	4.54	1	217		78	95	1180
		0	0	0	0	0				0
*Unit of measure = ITE Unit by which total size is divided by in order to calc. trip generation								New Project Trips		
**Size - Total size of development, eg 10 dwelling units or 50,000 sqf.								Net New Project Trips (new trip - existing trips)		
***% reduction applied to trip generation, eg. .35 passby reduction for 100 trips - (1 - .35) * 100 - .65 - from approved traffic impact study only										156
****% reduction applied to trip generation, eg. .10 internal capture reduction for 100 trips - (1 - .10) * 100 - .9 * 100 - 90 - from approved traffic impact study only										408
										4263
										2713

Traffic Impact Fee Calculation									
LU Description	ITE LU Code	Proposed Project ADT	Net New Proj ADT	TIF Rate/Trip	TIF Overlay rate/trip	BEF Reduction = .3 for retail commercial uses & ITE LU 912	Tax Reduction	TIF Due	Overlay TIF Due
Shopping Center (>150k)	820	3083	1962.04	213	0	0.30	0.15	\$248,659.21	\$0.00
Multifamily Housing (Mid-Rise)	221	1180	750.96	213	0		0.15	\$135,961.20	\$0.00
Sum		4263	2713					TIF Totals: \$384,620.41	\$0.00

Disclaimer: This information is provided based on the TIF program in place as of the date shown above and is only an estimate of the fee. Per VMC 20.915.020, the fee shall be calculated at time of building permit application. See VMC 20.915 for more information.



City of Vancouver Transportation Services
Trip and Traffic Impact Fee Calculation Worksheet

Application Number: PRJ-163131

Project Name:	Waterfront East	Date:	11/15/2022 12:00:00 AM
Project Address:	101 SE COLUMBIA WAY	TAZ:	TA102
Project Number:	PRJ-163131	Primary Corridor:	4PLN #2
ENG Number:		Parcel 1 ID:	47585000
TIF District:	Columbia	Parcel 2 ID:	
TIF Overlay District:		Parcel 3 ID:	

Concurrency Monitoring Fees			
Corridor	PM Peak Trips	Cost/Trip	max. \$1500
Fourth Plain Blvd to I-5	2	\$61.00	\$122.00
I-5 to Andresen Rd	28	\$61.00	\$1,708.00
Mill Plain Blvd to I-5	2	\$61.00	\$122.00
I-5 to Andresen Rd	7	\$61.00	\$427.00
Calculated Total =			\$2,379.00

Total Monitoring Fee = \$1,500.00

Proportionate Shares				
Case Number	Project	Fee/Unit	Trips/Lots	Final Fee
	SR 14/Grove Street Intersection	\$600.00	18	\$10,800.00
Total Proportionate Share Fees =				\$10,800.00

COMMENTS:

Mixed use development	District: Columbia	District TIF =	\$384,620.41
		Total TIF =	\$384,620.41

Disclaimer: This information is provided based on the TIF program in place as of the date shown above and is only an estimate of the fee. Per VMC 20.915.020, the fee shall be calculated at time of building permit application. See VMC 20.915 for more information.

EXHIBIT C

Applicant Narrative

****Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**

Jan 05, 2022 - 4:28pm
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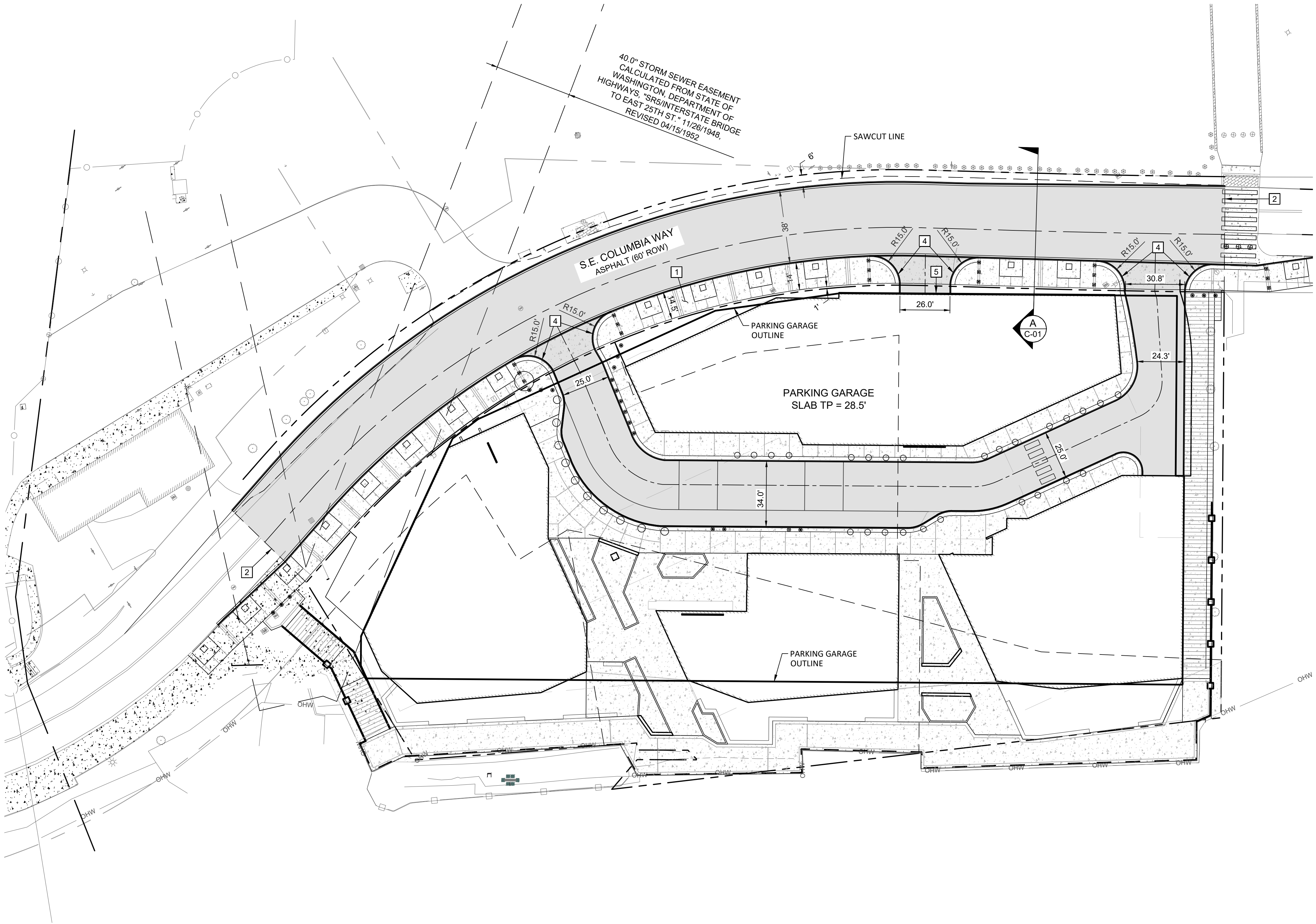


EXHIBIT D

GENERAL NOTES

- 1. SEE SHEETS G-02 AND G-03 FOR NOTES AND LEGENDS.
- 2. PROTECT EXISTING CATCH BASINS PER COV DETAIL E-220a BEFORE BEGINNING DEMOLITION.
- 3. SEE SHEET UT-01 FOR PROPOSED UTILITIES PLAN. SEE SHEET STRM-01 FOR PROPOSED STORM DRAIN PLAN.
- 4. ALL ADJACENT ROADS ARE COV MINOR ARTERIAL.
- 5. PARKING PLANS AND ADA STALLS ARE LOCATED ON ARCHITECT PLANS SHEETS.

S.E. COLUMBIA WAY STREET CUT NOTES

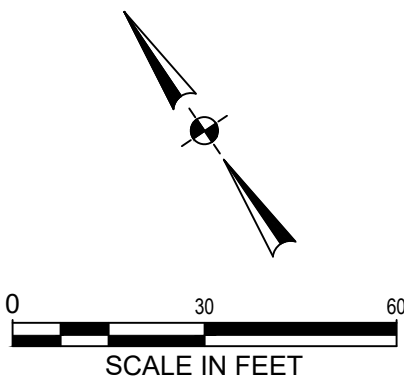
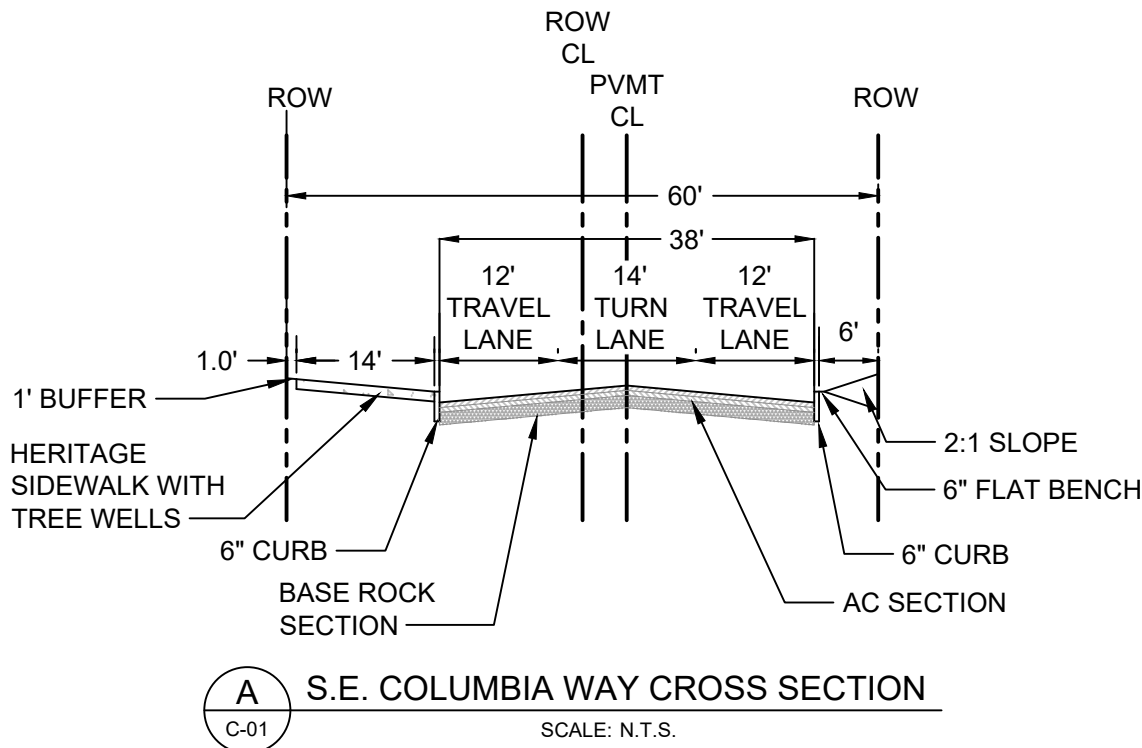
- 1. CARE SHALL BE TAKEN TO PROTECT THE RECENTLY INSTALLED SURFACE TREATMENT. DAMAGE TO THE TREATMENT WILL REQUIRE ADJUSTMENT TO THE LIMITS OF THE RESTORATION CONDITIONS ABOVE.
- 2. THE CONNECTION TO THE CITY'S SANITARY SEWER SYSTEM IN S.E. COLUMBIA WAY SHALL BE COMPLETED PURSUANT TO THE CIVIL PLANS, SHEET C-01 AND UT-01.
- 3. A NOTE SHALL BE PLACED ON ALL APPLICABLE SHEETS OF THE CIVIL DRAWINGS TO INDICATE ANY UTILITY TRENCHES OR RELOCATION OF UTILITY TRENCHES IN S.E. COLUMBIA WAY, INCLUDING BUT NOT LIMITED TO, WATER, SEWER, STORM, POWER, PHONE, CABLE, GAS AND FIBER OPTIC THAT VARY FROM THIS ORIGINAL REQUEST WILL NOT BE ALLOWED WITHOUT FURTHER ROAD MODIFICATION APPROVAL.
- 4. PRIOR TO CONSTRUCTION, THE APPLICANT SHALL OBTAIN A RIGHT-OF-WAY PERMIT AND AN APPROVED TRAFFIC CONTROL PLAN FROM THE CITY.
- 5. THE WARRANTY PERIOD FOR STREET CUT RESTORATION WORK IS 2 YEARS ON MINOR ARTERIAL UNDER STREET CUTTING MORATORIUM PER VMC 11.80.100(E)(2). THE WARRANTY PERIOD SHALL BE INCLUDED IN THE TRANSPORTATION GENERAL NOTES ON THE CIVIL PLANS.
- 6. ANY PAVEMENT JOINT OPENING WITHIN THE WARRANTY PERIOD SHALL RECEIVE A CRACK SEAL TREATMENT PRIOR TO THE EXPIRATION OF THE WARRANTY.

KEY NOTES

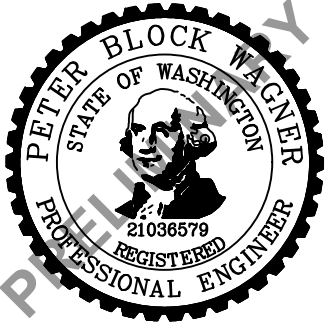
- 1. INSTALL NEW SIDEWALK PER COV DETAIL T02-01A WITH MODIFIED STRUCTURAL SECTION TO FOLLOW SECTION A-A OF COV DETAIL T01-07.
- 2. SAWCUT PER T05-13 AND PROVIDE PAVEMENT RESTORATION AREA PER COV DETAIL T05-01B AND T05-07. PROVIDE TRENCH RESTORATION PER T05-05.
- 3. INSTALL TYPE E-1 CURB PER COV DETAIL T01-01A.
- 4. INSTALL MAJOR COMMERCIAL DRIVEWAY (THROAT WIDTH PER PLAN). SEE COV DETAIL T01-07.
- 5. PARKING GARAGE ENTRY.

LEGEND

- SIDEWALK
- PROPOSED ASPHALT
- P.C. CONC. DRIVEWAYS
- PROPERTY LINE



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FAX: 360.737.9651
www.otak.com



KIRKLAND RENAISSANCE BOARDWALK
VANCOUVER, WA 98660
CIVIL SITE PLAN
LAND USE SUBMITTAL

TITLE		
#	DATE	DESCRIPTION
REVISIONS		
RMS	MAZ	
DRAWN BY	CHECKED BY	
LU SUBMITTAL		
STATUS		
JANUARY 5, 2022		
DATE		
18923		
PROJECT NUMBER		

C-01

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LANDSCAPE AREA TOTAL

TOTAL SITE = 98,196 SQFT
TOTAL LANDSCAPING = 8,222 SQFT (8.4%)

GENERAL NOTES

- SEE SHEET L-02 FOR LEVEL 04 PLANTING PLAN, PLANTING LEGEND, NOTES, AND SITE DETAILS.
- SEE SHEET L-04 FOR PLANTING INSTALLATION DETAILS.
- ALL LANDSCAPE AREAS TO BE WATERED BY A FULLY AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
- MOVEABLE FURNITURE ON PLANS SHALL BE SPECIFIED BY OWNER OR OWNER'S REPRESENTATIVE

KEY NOTES

- 1

WEST SIDE ROW CONNECTION, 15 FT WIDTH - PATTERNED CONCRETE ON GRADE
- 2

CITY OF VANCOUVER STANDARD TREE WELL - SEE SHEET L-04
- 3

RESTORED CONCRETE SIDEWALK
- 4

EXPANSION JOINT, TYPICAL
- 5

UNIT PAVER ON SLAB - MORTAR SET
- 6

SCORE JOINT, TYPICAL
- 7

ZERO CURB WITH TRUNCATED DOMES - SEE SHEET L-03
- 8

BOLLARD - VANCOUVER PARKS STANDARD
- 9

MOTOR COURT - PATTERNED CONCRETE
- 10

MOTOR COURT APRON - UNIT PAVER ON SLAB - MORTAR SET
- 11

MOTORCOURT PLANTER - SEE SHEET L-03
- 12

SURVEY MONUMENT - SEE SHEET L-03
- 13

INTERPRETIVE DISPLAY - WITNESS TREE
- 14

RAISED PLANTER - CIP CONCRETE WITH PATTERNED FACE
- 15

MOTOR COURT CROSSING - UNIT PAVER ON SLAB - MORTAR SET
- 16

MOTOR COURT DRIVE - CONCRETE
- 17

PEDESTRIAN CONNECTION TO LAND BRIDGE AND FORT VANCOUVER
- 18

OUTDOOR DINING AREA - COLORED WEAR SURFACE ON SLAB
- 19

RESTAURANT/CAFE PLANTER PARTITIONS
- 20

SEAT WALL WITH INTEGRAL WOOD BENCH - SEE SHEET L-03
- 21

BOARDWALK, 15 FT WIDTH - UNIT PAVERS ON SLAB - MORTAR SET
- 22

CUSTOM BOARDWALK RAILING
- 23

PUBLIC BENEFIT AMENITY - ART
- 24

BREEZEWAY - UNIT PAVERS ON SLAB - MORTAR SET

- 25

UNIT PAVER EDGER BAND - FORMED WITH SLAB
- 26

DRAINAGE STRUCTURE
- 27

EAST ROW CONNECTION, 15 FT WIDTH - PATTERNED CONCRETE ON GRADE. ON FILL; NO EXCAVATION
- 28

EXISTING TREES LOCATED ON NPS PROPERTY - SEE TREE PLAN
- 29

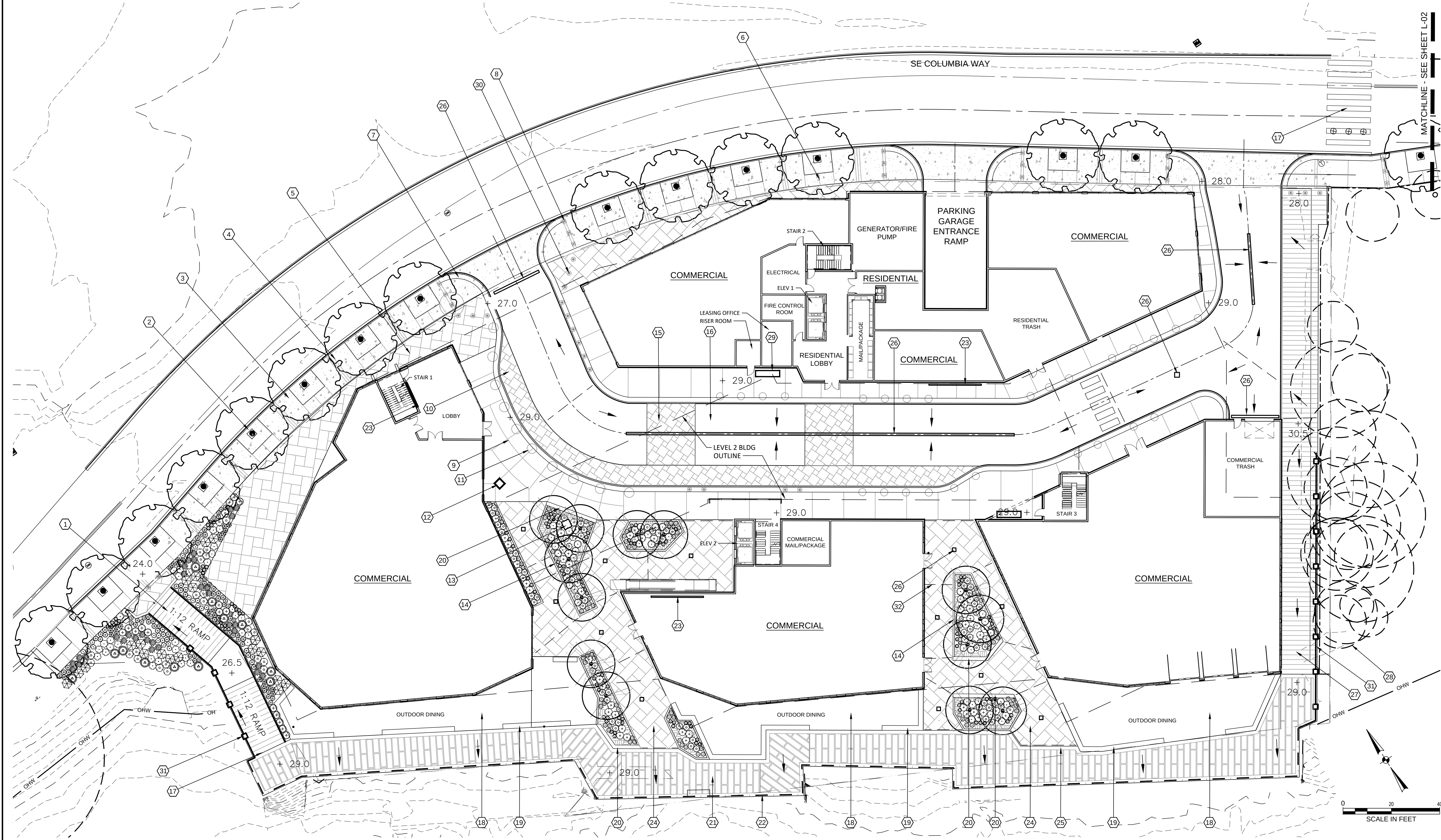
BENCH - SEE SHEET L-03
- 30

BOLLARD - SEE SHEET L-03
- 31

RAILING - VERTICAL CABLE - SEE SHEET L-03
- 32

GRADE BREAK - RIDGE LINE

EXHIBIT E

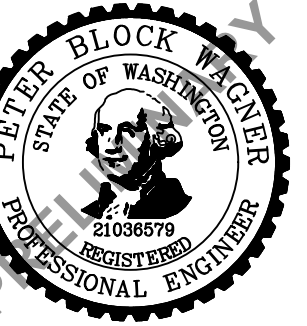


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KIRKLAND RENAISSANCE BOARDWALK
VANCOUVER, WA 98660
LANDSCAPE & OPEN SPACE PLAN
LAND USE SUBMITTAL

TITLE		
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REVISIONS		
RMS	MAZ	
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LU SUBMITTAL		
STATUS		
JANUARY 5, 2022		
DATE		
18923		
PROJECT NUMBER		
L-01		
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KIRKLAND RENAISSANCE BOARDWALK
VANCOUVER, WA 98660
GRADING AND EROSION CONTROL PLAN
ENGINEERING SUBMITTAL

TITLE		
#	DATE	DESCRIPTION
REVISIONS		
RMS/EAO		PBW
DRAWN BY		CHECKED BY
ENGINEERING SUBMITTAL		
STATUS		
MARCH 1, 2022		
DATE		
18923		
PROJECT NUMBER		

GR-01

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GENERAL NOTES

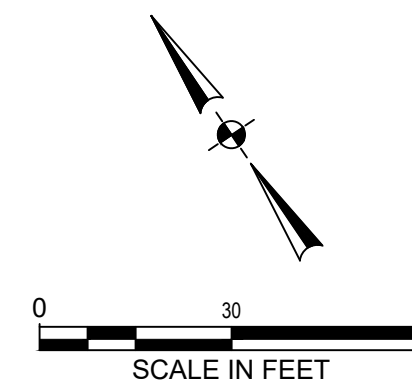
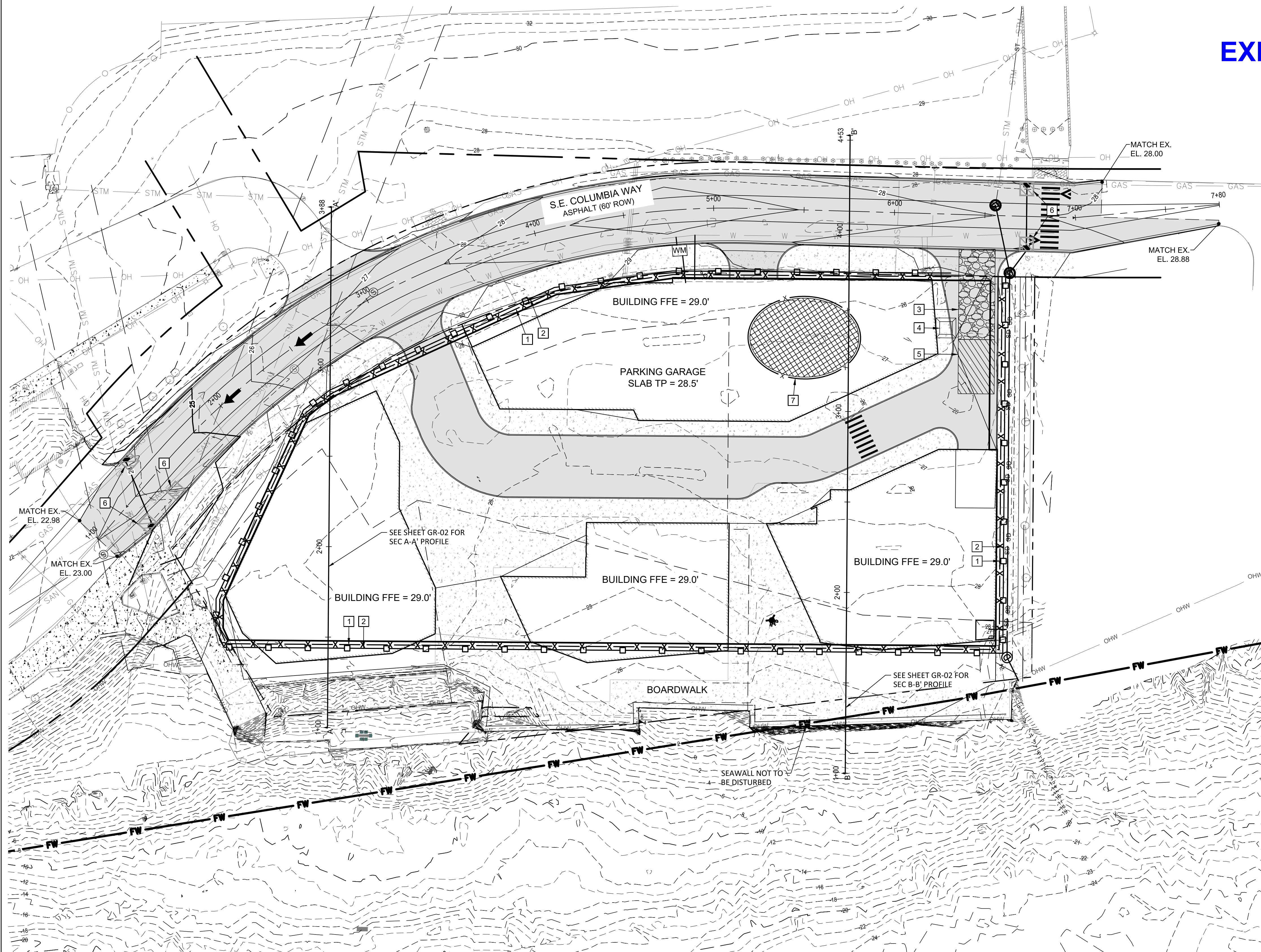
1. SEE SHEET G-02 & G-03 FOR NOTES AND LEGEND.
2. PROTECT EXISTING CATCH BASINS PER COV DETAIL E-220a BEFORE BEGINNING DEMOLITION.
3. SEE SHEET UT-01 FOR UTILITIES PLAN.
4. SEE SHEET STRM-01 FOR STORMWATER PLAN.
5. PRIOR TO INITIATING WORK IN THE PUBLIC RIGHT-OF-WAY, CONTRACTOR TO PREPARE, SUBMIT, AND OBTAIN APPROVAL FROM THE CITY OF VANCOUVER FOR TRAFFIC CONTROL.
6. ALL SIDEWALKS TO HAVE MAXIMUM CROSS SLOPE OF 2%.

SEE ASSOCIATED GEOTECHNICAL REPORT (PBS ENGINEERING, DATED DECEMBER 10, 2021) FOR SUBGRADE, AGGREGATE BASE, AND ASPHALT PAVEMENT SECTION COMPACTION REQUIREMENTS.

SHOULD ANY ITEM OF ARCHAEOLOGICAL INTEREST (VMC 20.710.090) BE FOUND DURING DEVELOPMENT, YOU ARE REQUIRED TO STOP WORK AND NOTIFY THE PLANNING CASE MANAGER IN DEVELOPMENT REVIEW SERVICES AT (360) 487-7800, AND THE WASHINGTON STATE OFFICE OF ARCHAEOLOGY AND HISTORIC PRESERVATION AT (360) 753-4011 IMMEDIATELY. FAILURE TO DO SO COULD RESULT IN A FELONY.

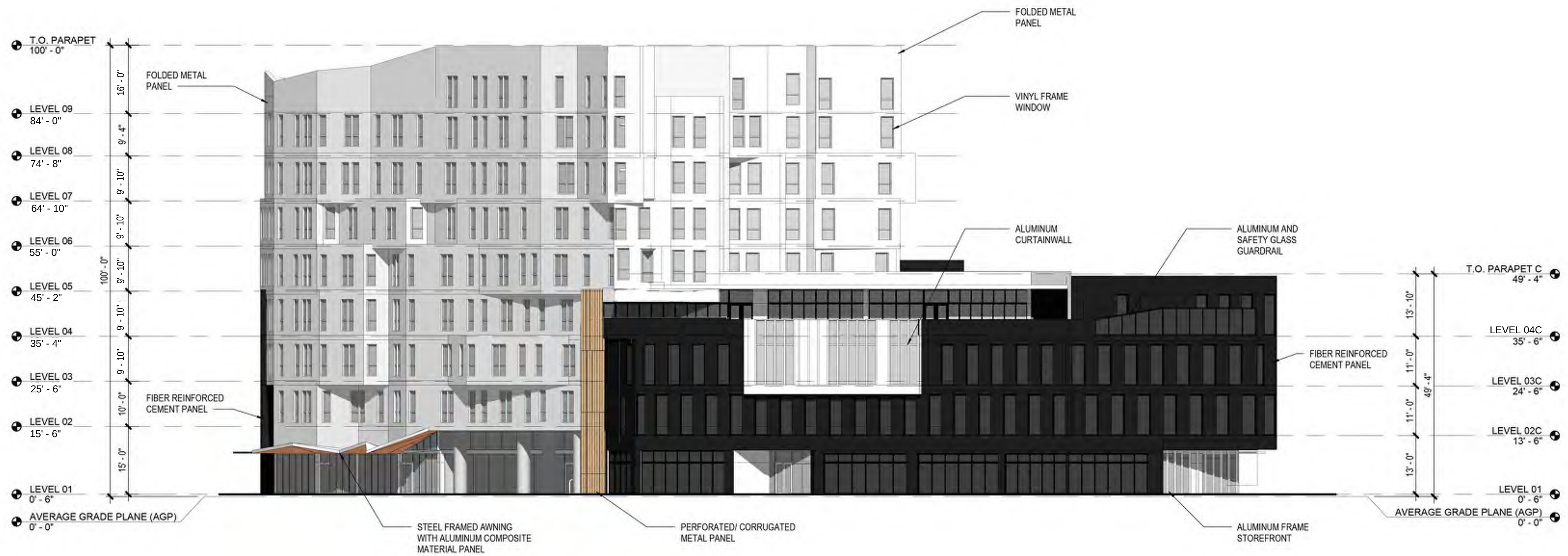
- 1 INSTALL SEDIMENT FENCE.
- 2 INSTALL HIGH VISIBILITY CONSTRUCTION FENCE.
- 3 INSTALL CONSTRUCTION ENTRANCE.
- 4 INSTALL WHEEL WASH.
- 5 INSTALL CONCRETE WASHOUT.
- 6 INSTALL INLET PROTECTION.
- 7 PROPOSED STOCKPILE AREA.

	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	LIMITS OF DISTURBANCE
	SEDIMENT FENCE
	HIGH VISIBILITY CONSTRUCTION FENCE
	WATTLES
	INLET /TRENCH DRAIN PROTECTION
	GRAVEL CONSTRUCTION ENTRANCE
	WHEEL WASH
	STOCKPILE
	CONCRETE WASHOUT
	FLOW DIRECTION





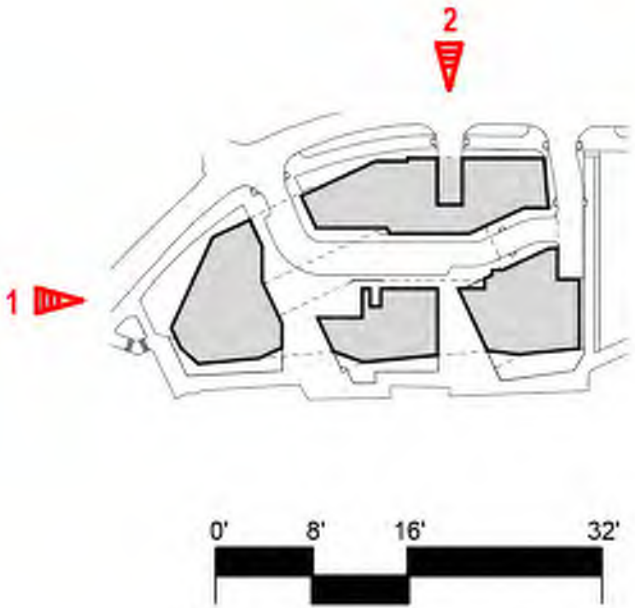
2 EXTERIOR ELEVATION - NORTH
A17 SCALE: 1/16" = 1'-0"



1 EXTERIOR ELEVATION - WEST
A17 SCALE: 1/16" = 1'-0"

EXTERIOR MATERIALS LEGEND

- FOLDED METAL PANEL
- FIBER REINFORCED CEMENT PANEL
- PERFORATED/ CORRUGATED METAL PANEL



KIRKLAND RENAISSANCE BOARDWALK

101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661

EXTERIOR ELEVATIONS

STAMP

CONSULTANT

TITLE

DATE DESCRIPTION

REVISIONS

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SD SET

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DATE

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101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661

EXTERIOR ELEVATIONS

TITLE

#	DATE	DESCRIPTION
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SD SET

STATUS

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DATE

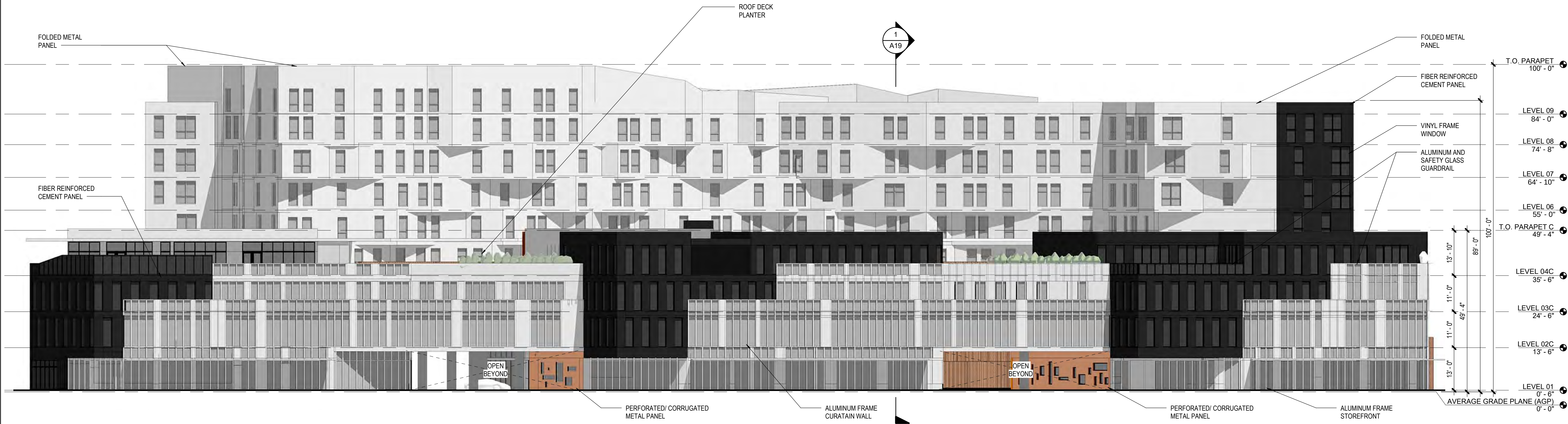
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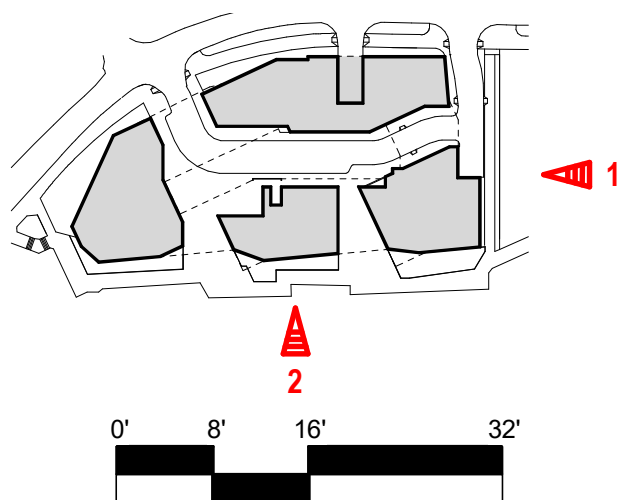
2 EXTERIOR ELEVATION - SOUTH

A18 SCALE: 1/16" = 1'-0"



1 EXTERIOR ELEVATION - EAST

A18 SCALE: 1/16" = 1'-0"



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KIRKLAND RENAISSANCE BOARDWALK

101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661

LEVEL P1 - FLOOR PLAN

TITLE

#	DATE	DESCRIPTION
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REVISIONS

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JANUARY 5, 2021

DATE

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USES OF SPACE

EXHIBIT H

PARKING

PARKING COUNTS

PROVIDED SPACES	
STANDARD SPACES	39
COMPACT SPACES	12
STACKER SPACES	303
ACCESSIBLE SPACES	12
VAN ACCESSIBLE SPACES	4
TOTAL PROVIDED	370

REQUIRED SPACES	
RESIDENTIAL: 1 PER UNIT x 217 =	217
COMMERCIAL: 1 PER 1000 SF x 106,659 SF =	107
TOTAL REQUIRED	324

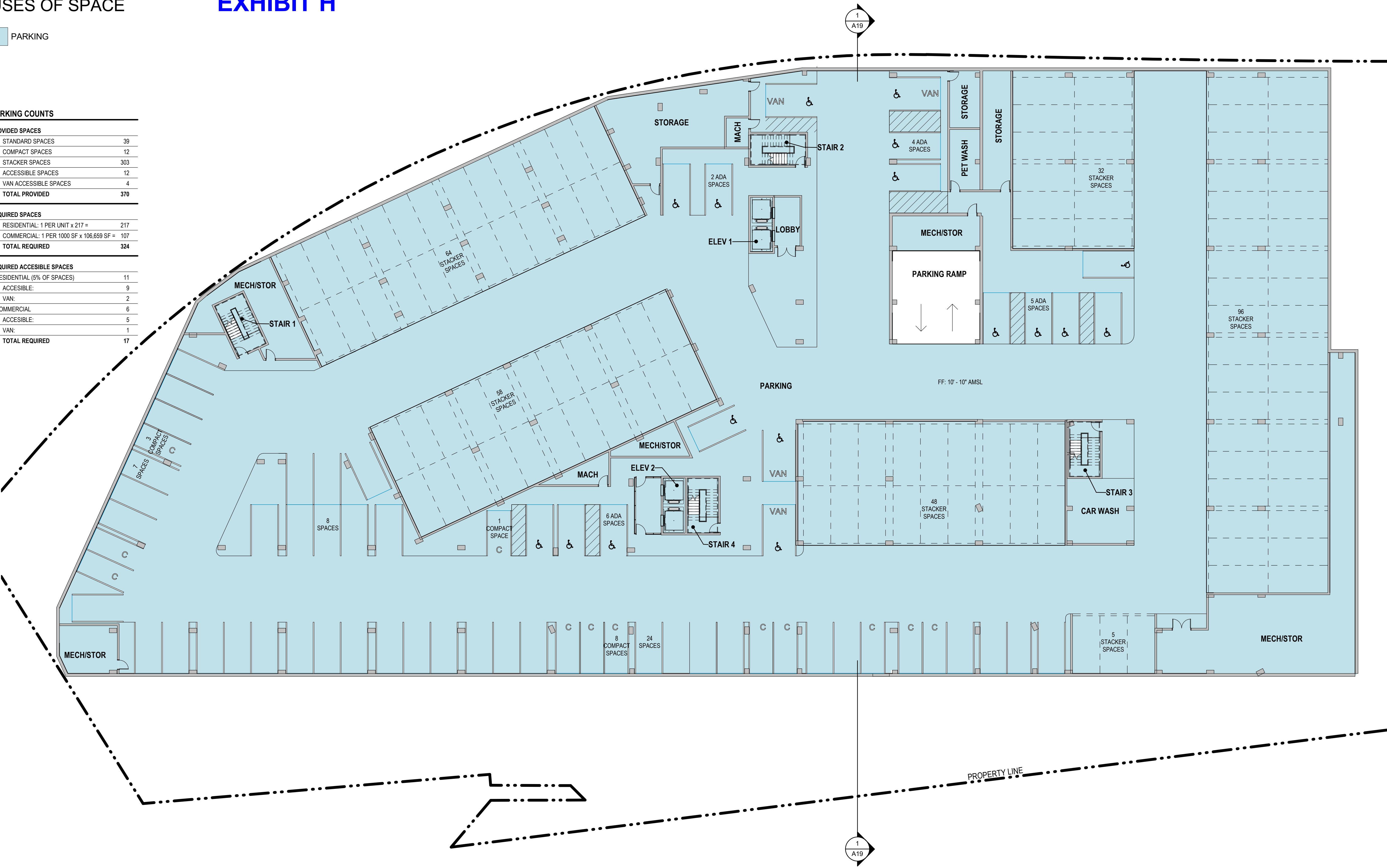
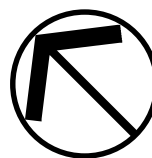
REQUIRED ACCESSIBLE SPACES	
RESIDENTIAL (6% OF SPACES)	11
ACCESSIBLE:	9
VAN:	2
COMMERCIAL	6
ACCESSIBLE:	5
VAN:	1
TOTAL REQUIRED	17

Plot Date: 1/10/2022 11:47:51 AM

Revit File: Autodesk Docs//18923 - Kirkland Renaissance Boardwalk/18923-KirklandRenaissanceBoardwalk_V2.rvt

1 FLOOR PLAN - LEVEL B1
A6 SCALE: 1/16" = 1'-0"

0' 8' 16' 32'



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KIRKLAND RENAISSANCE BOARDWALK

101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661

LEVEL 01 - FLOOR PLAN

TITLE

#	DATE	DESCRIPTION
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REVISIONS

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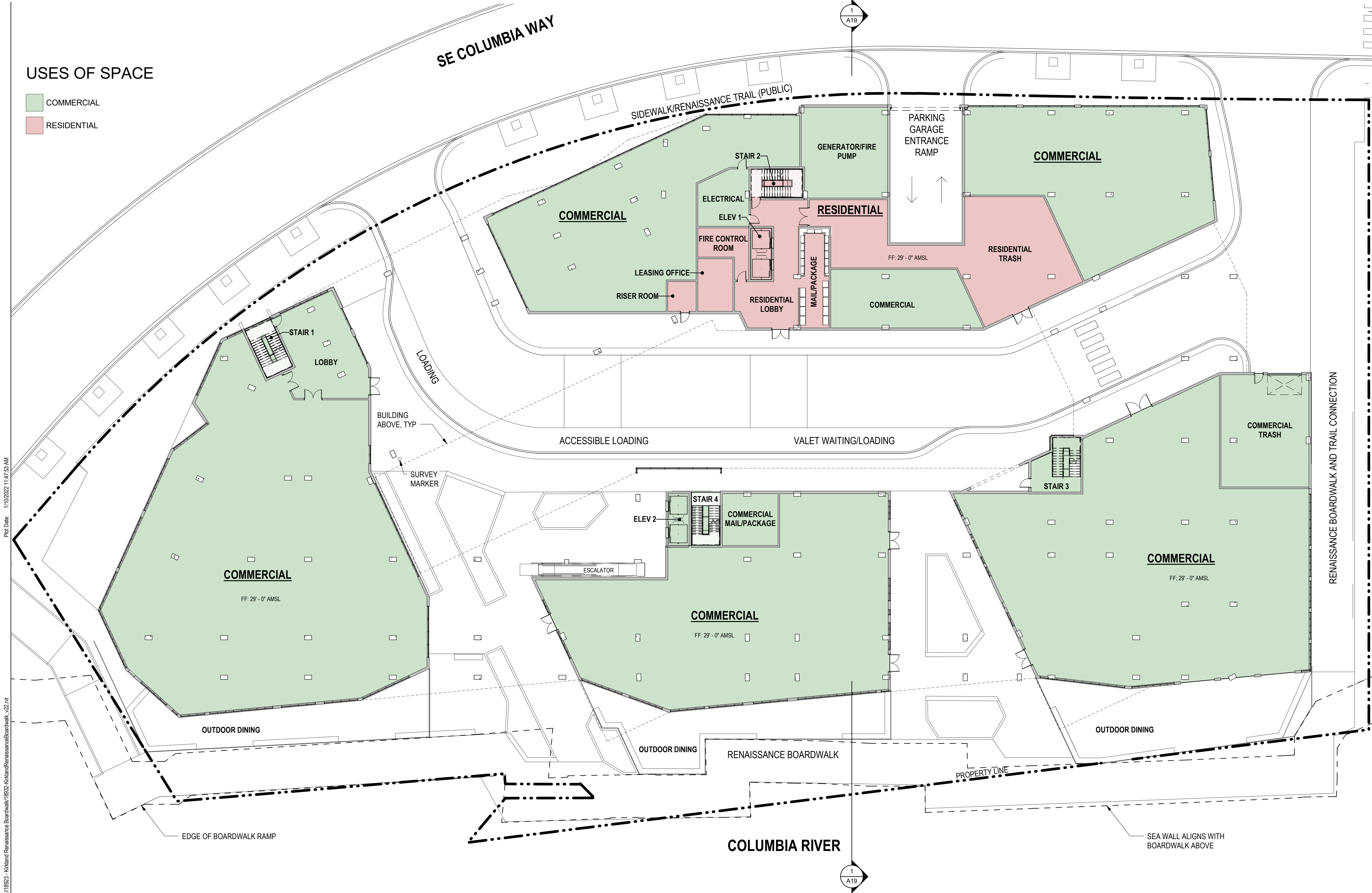
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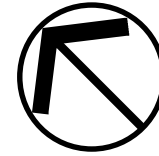
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USES OF SPACE

- COMMERCIAL
- RESIDENTIAL



1 FLOOR PLAN - LEVEL 01
A7 SCALE: 1/16" = 1'-0"



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VANCOUVER, WA 98661

LEVEL 02 - FLOOR PLAN

TITLE

#	DATE	DESCRIPTION
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REVISIONS

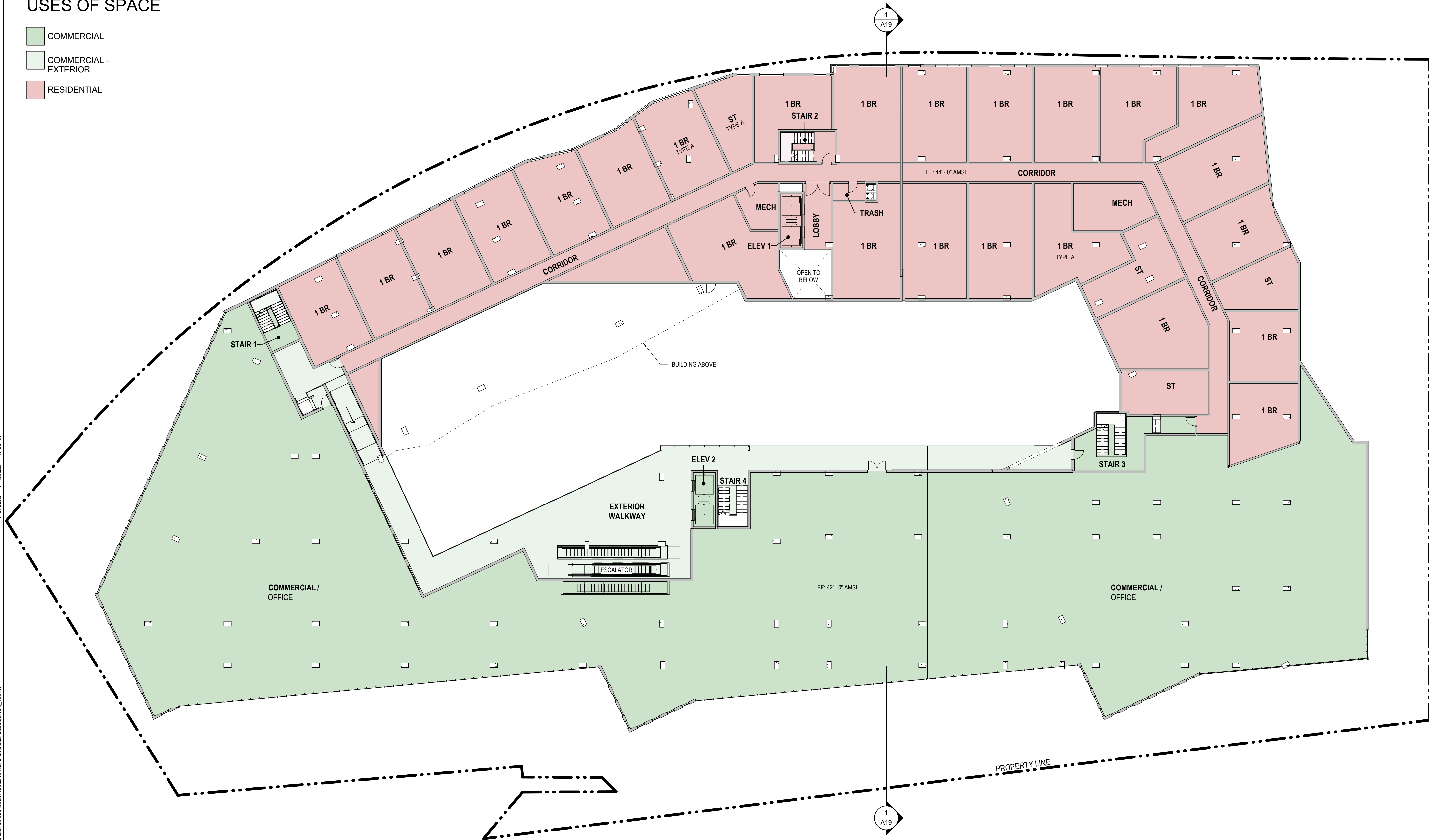
ST, JG, SE, TJ	ST
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18923	
PROJECT NUMBER	

A8

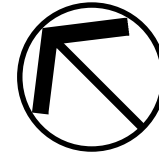
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USES OF SPACE

- COMMERCIAL
- COMMERCIAL - EXTERIOR
- RESIDENTIAL

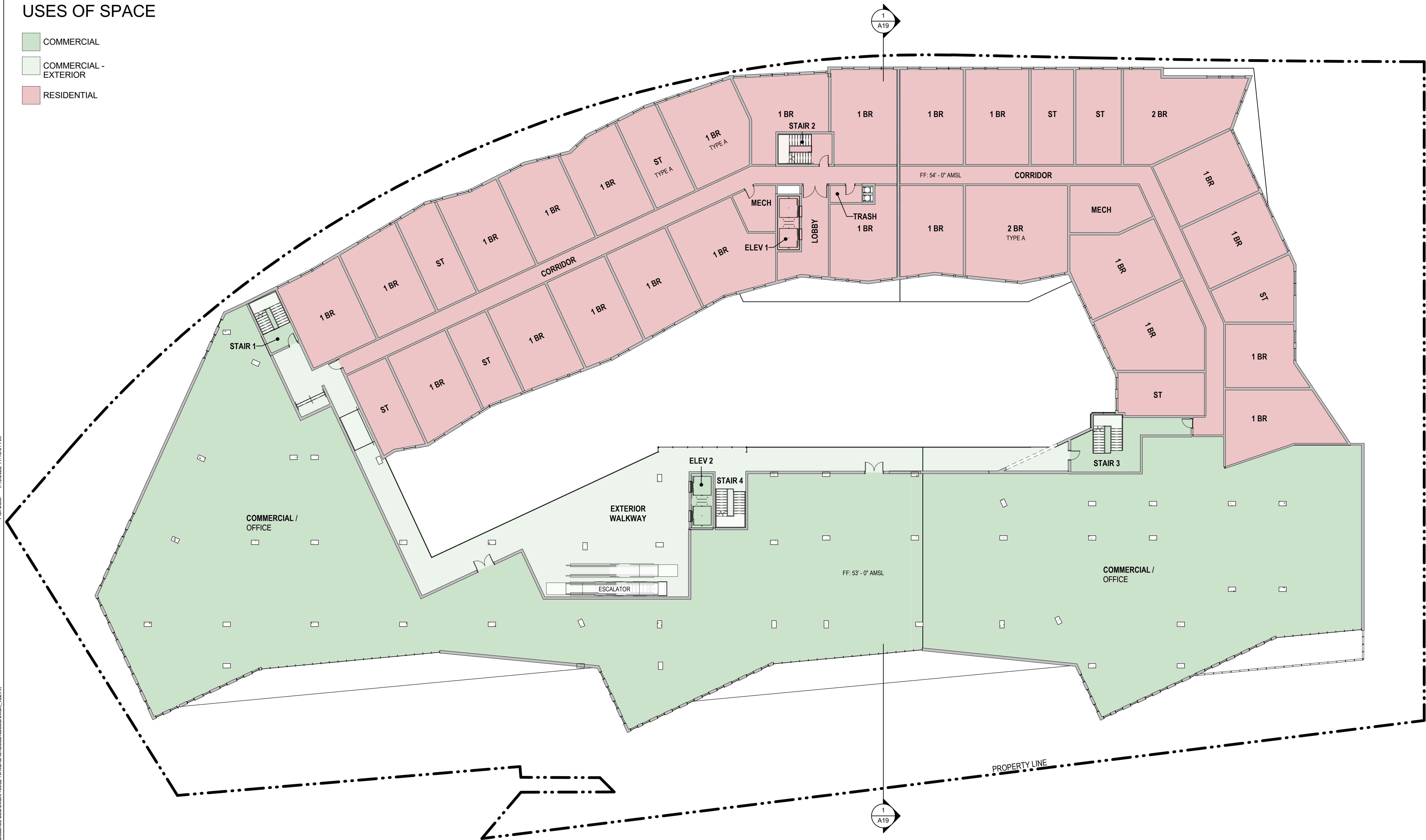


1 FLOOR PLAN - LEVEL 02
A8 SCALE: 1/16" = 1'-0"



USES OF SPACE

- COMMERCIAL
- COMMERCIAL - EXTERIOR
- RESIDENTIAL



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LEVEL 03 - FLOOR PLAN

TITLE

#	DATE	DESCRIPTION
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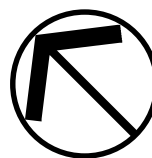
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LEVEL 04 - FLOOR PLAN

TITLE

#	DATE	DESCRIPTION
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PROJECT NUMBER

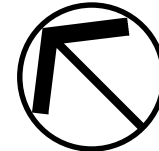
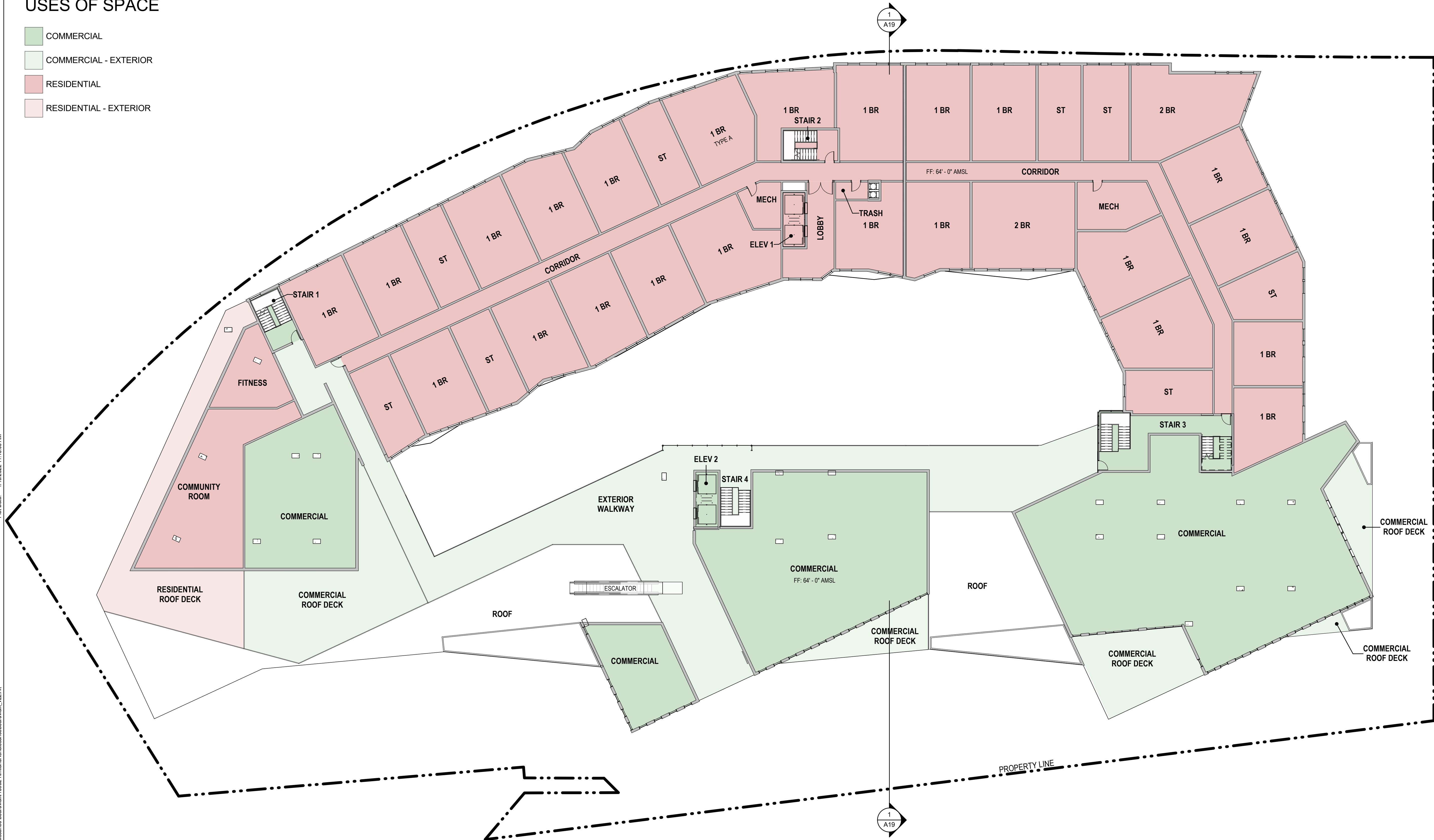
A10

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USES OF SPACE

- COMMERCIAL
- COMMERCIAL - EXTERIOR
- RESIDENTIAL
- RESIDENTIAL - EXTERIOR



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LEVEL 05 - FLOOR PLAN

TITLE

#	DATE	DESCRIPTION
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REVISIONS

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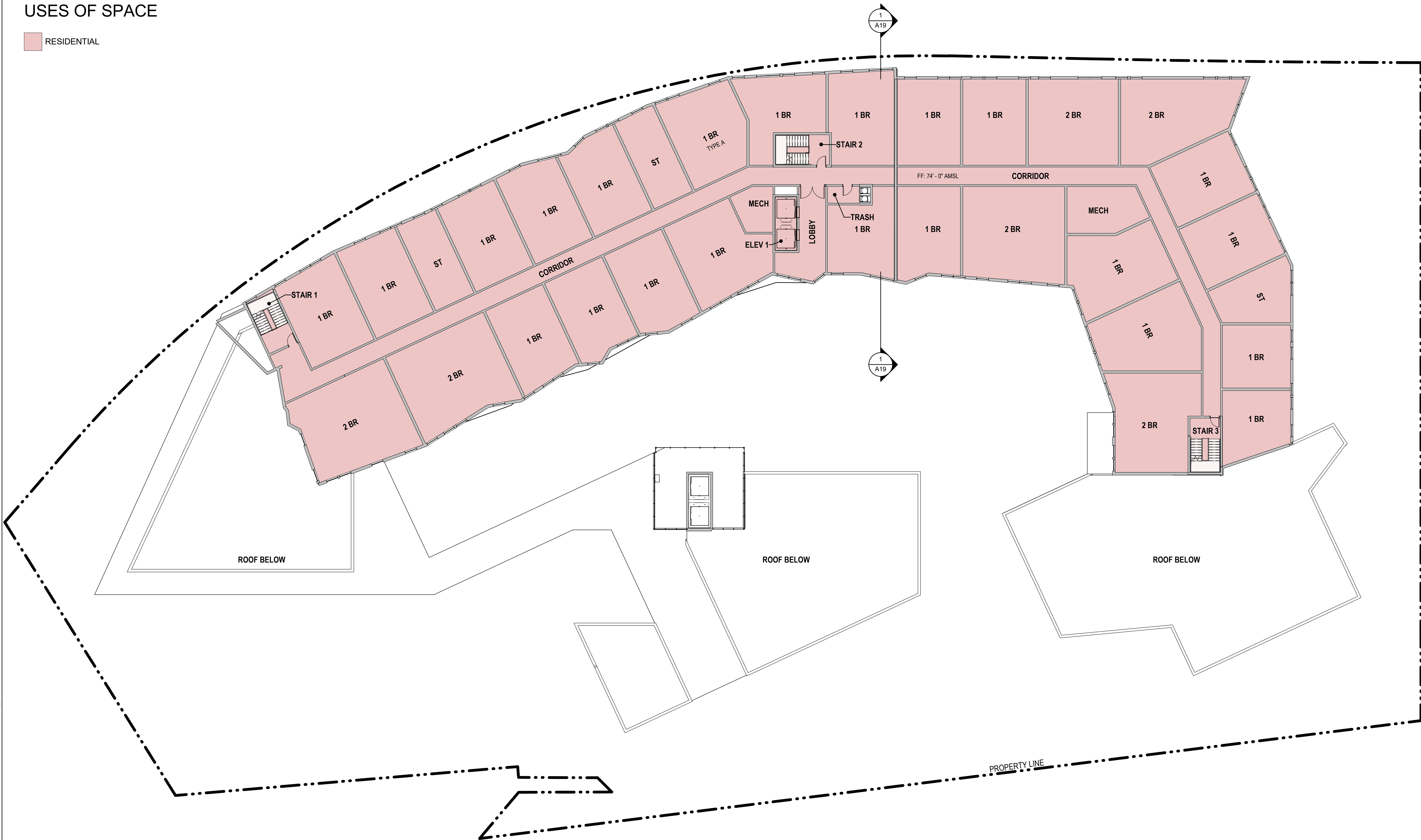
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USES OF SPACE

RESIDENTIAL



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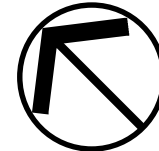
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1
A11

FLOOR PLAN - LEVEL 05

SCALE: 1/16" = 1'-0"

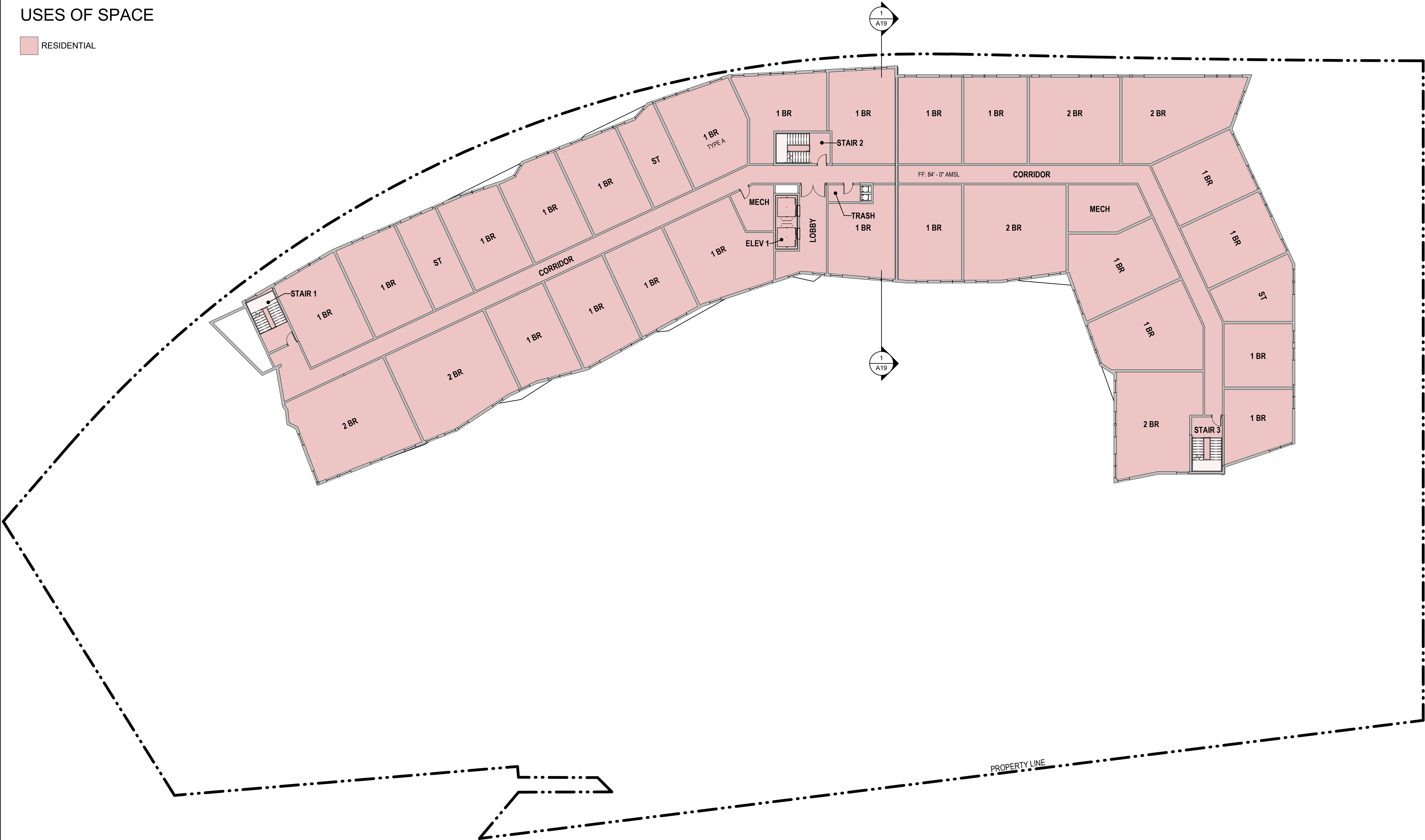
0' 8' 16' 32'



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USES OF SPACE

RESIDENTIAL



1
A12 FLOOR PLAN - LEVEL 06
SCALE: 1/16" = 1'-0"



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VANCOUVER, WA 98661
LEVEL 06 - FLOOR PLAN

TITLE

#	DATE	DESCRIPTION
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REVISIONS

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STATUS

JANUARY 5, 2021

DATE

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PROJECT NUMBER

A12

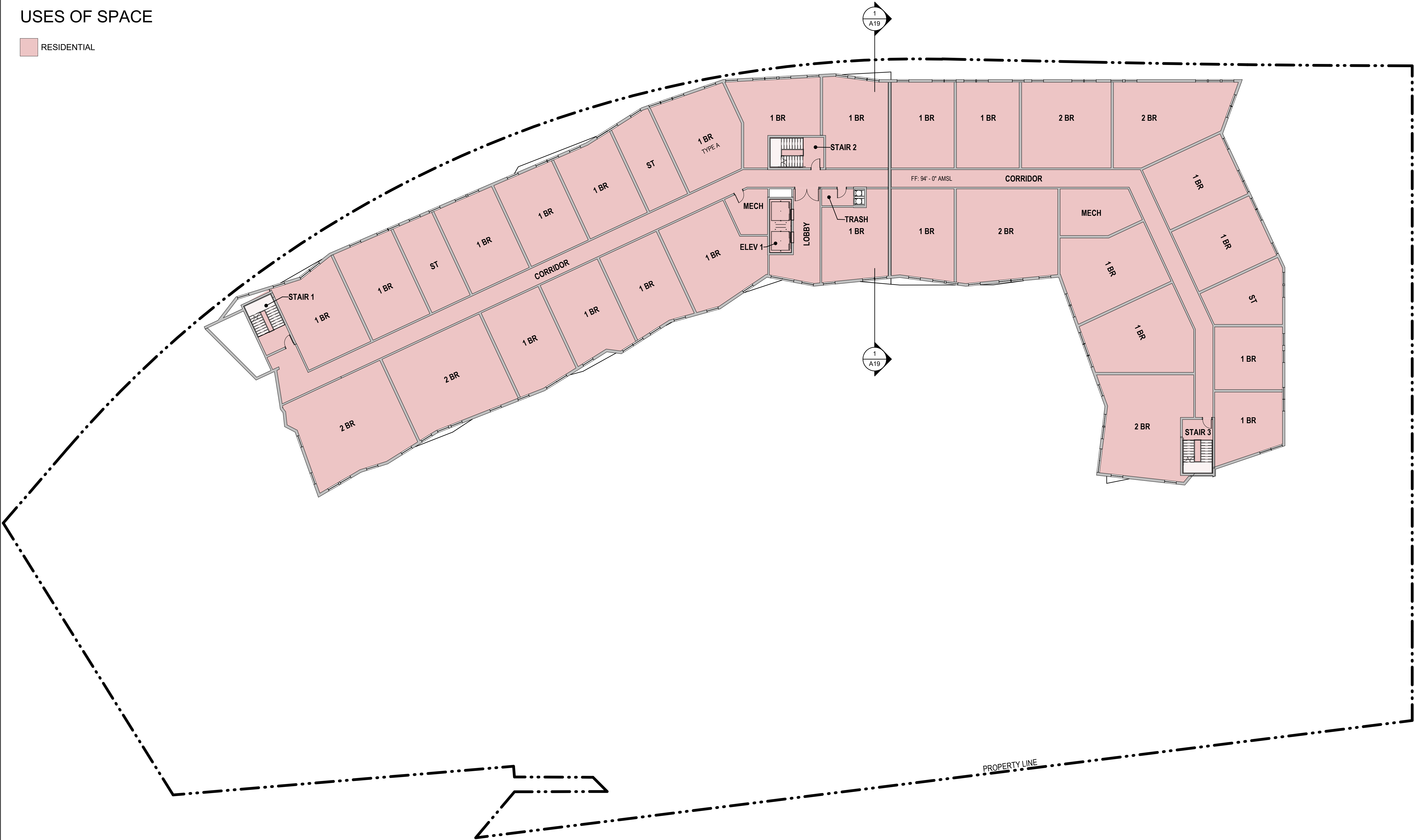
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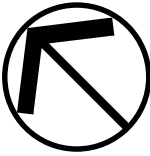
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USES OF SPACE

RESIDENTIAL



1
A13 FLOOR PLAN - LEVEL 07
SCALE: 1/16" = 1'-0"



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VANCOUVER, WA 98661
LEVEL 07 - FLOOR PLAN

TITLE

#	DATE	DESCRIPTION
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DATE

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PROJECT NUMBER

A13

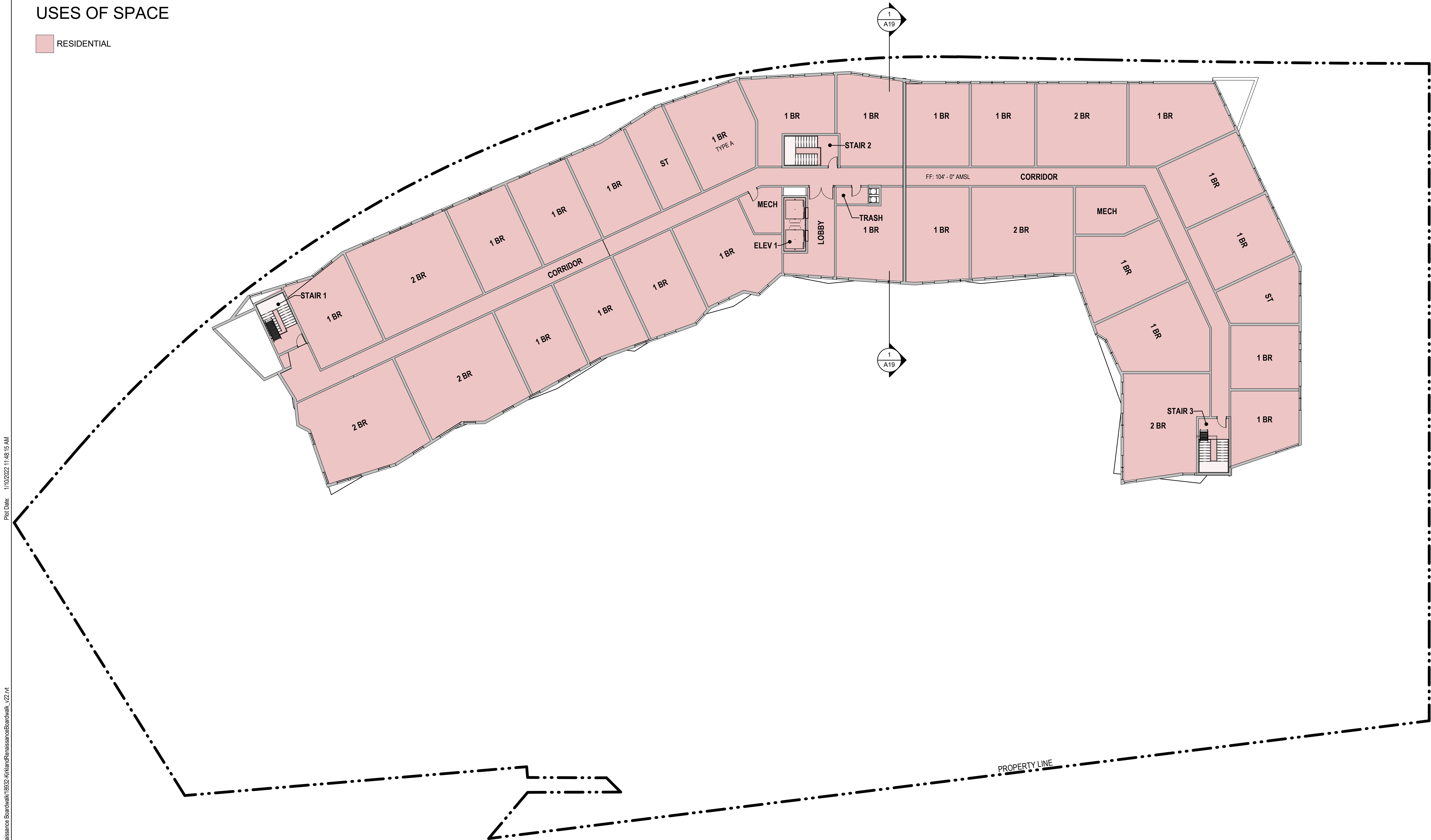
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USES OF SPACE

RESIDENTIAL



1 FLOOR PLAN - LEVEL 08
A14 SCALE: 1/16" = 1'-0"



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KIRKLAND RENAISSANCE BOARDWALK
101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661
LEVEL 08 - FLOOR PLAN

TITLE

#	DATE	DESCRIPTION
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REVISIONS

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PROJECT NUMBER

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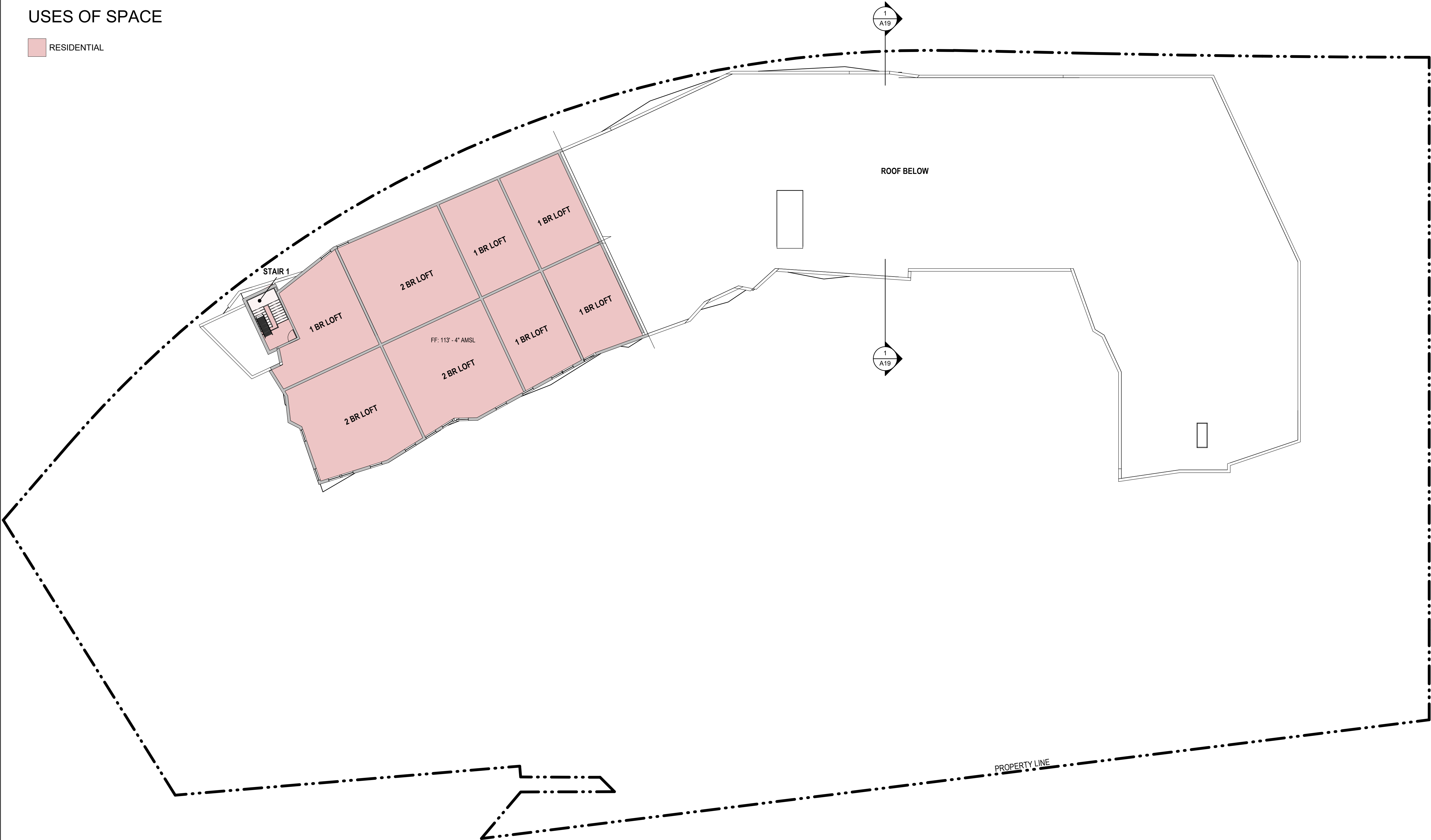
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Revit File: AutodesK Docs\18923 - Kirkland Renaissance Boardwalk\18923-KirklandRenaissancelBoardwalk_V22.rvt
Plot Date: 1/10/2022 11:48:17 AM

USES OF SPACE

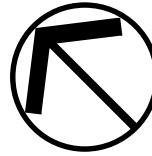
RESIDENTIAL



1
A15

FLOOR PLAN - LEVEL 09

SCALE: 1/16" = 1'-0"



Otak Architects, Inc.
808 SW Third Avenue, Suite 300
Portland, OR 97204
main 503.287.6825
www.otak.com

STAMP

CONSULTANT

KIRKLAND RENAISSANCE BOARDWALK

101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661

LEVEL 09 - FLOOR PLAN

TITLE

#	DATE	DESCRIPTION
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REVISIONS

ST, JG, SE, TJ	ST
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DRAWN BY	CHECK BY
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LU SUBMITTAL

STATUS

JANUARY 5, 2021

DATE

18923

PROJECT NUMBER

A15

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If this drawing is not 22" x 34", it has been reduced/enlarged. Scale accordingly.

EXHIBIT I

JARPA for DNR

****Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

December 10, 2021

David Ellis
Principal Investigator
Willamette Cultural Resources Associates, Ltd.
2827 NE Martin Luther King Blvd.
Portland, OR 97212

In future correspondence please refer to:
Project Tracking Code: 2021-11-07615
Property: Kirkland Renaissance Boardwalk Project
Re: Archaeology - Concur with Survey; Follow Monitoring & Inadvertent Discovery Plan

Dear Mr. Ellis:

Thank you for contacting the State Historic Preservation Officer (SHPO) and the Department of Archaeology and Historic Preservation (DAHP) with documentation regarding the above referenced project. In response, we concur with the results and recommendations made in the survey report. Specifically, we agree that the project should move forward following a Monitoring & Inadvertent Discovery Plan (MIDP). The MIDP should outline at what locations and depths the project should be monitored, and when just following an Inadvertent Discovery Plan will be sufficient. The DAHP is specifically concerned about potential early historic features and precontact sites that could be buried beneath or within the fill, so the plan should target the likely depths and locations for such finds.

Please note that the recommendations provided in this letter reflect only the opinions of DAHP. Any interested Tribes may have different recommendations. We appreciate receiving copies of any correspondence or comments from Tribes or other parties concerning cultural resource issues that you receive.

These comments are based on the information available at the time of this review and on behalf of the SHPO pursuant to Washington State law. Please note that should the project scope of work and/or location change significantly, please contact DAHP for further review.

Thank you for the opportunity to review and comment. Please ensure that the DAHP Project Number (a.k.a. Project Tracking Code) is attached to any future communications about this project. Should you have any questions, please feel free to contact me.

Sincerely,

Stephanie Jolivet
Local Governments Archaeologist
(360) 586-3088
Stephanie.Jolivet@dahp.wa.gov





November 14, 2022

Keith Jones
Senior Planner
City of Vancouver Community Development Dept.
415 West 6th Street
Vancouver, WA 98660

Re: Kirkland Renaissance Boardwalk—SEPA DNS (File No. PRJ-163131/LUP-82094)
Interstate 5 MP 0.25 Vicinity

Dear Mr. Jones:

Washington State Department of Transportation (WSDOT) staff have reviewed the application materials submitted for the Kirkland Renaissance Boardwalk proposal. Approval of subsequent permits will result in the construction of a nine-story mixed-use building adjacent to the I-5 Interstate Bridge. WSDOT would like to address our concerns and offer the following comments.

A 40-foot-wide storm sewer easement associated with Interstate 5 runs along the western extent of the site, as identified on Sheet C-01 of the plans submitted with the application. The proposed building shall not encumber this easement in any way, including any overhangs on upper stories.

Due to the proximity of this proposal to Interstate 5, WSDOT will require that lighting installed by the applicant must be of an appropriate wattage and be shielded and/or directed in accordance with RCW 47.36.180 to avoid any glare to the motorists on the freeway.

Thank you for the opportunity to comment on the above referenced project. If you have any questions or need additional information, please contact me at BassD@wsdot.wa.gov or at 360-831-5829.

Sincerely,

Dylan Bass
Development Review Planner
WSDOT Southwest Region

Cc: Laurie Lebowsky-Young
Casey Liles

EXHIBIT L



Aviation Division
7702 Terminal St SW
Tumwater, WA 98501
360-709-8015 / FAX: 360-709-8009
Toll Free: 1-800-552-0666
TTY: 1-800-833-6388
www.wsdot.wa.gov

November 9, 2022

Community & Economic Development
CITY OF VANCOUVER, WASHINGTON
P.O. Box 1995
Vancouver, WA 98668

RE: Kirkland Renaissance Boardwalk PRJ-163131/LUP-82094

Dear Mr. Keith Jones,

Thank you for the opportunity to provide comment regarding the Kirkland Renaissance Boardwalk PRJ-163131/LUP-82094 Mixed-Use Development near Pearson Field. As stated in the Washington State Department of Transportation (WSDOT) Aviation Division letter dated November 16, 2021, WSDOT is concerned that the proposed development and construction, would allow for incompatible development adjacent to Pearson Field.

WSDOT's Airport Land Use Compatibility Program addresses elements of safety, airspace hazards, noise and land use in relation to public use airports. WSDOT is concerned with the safety and compatibility of placing incompatible development into Zone 2 (see attachment A) near the west end of Runway 8. The WSDOT Airports and Compatible Land Use Guide strongly recommends that any Mixed-Use Developments should be "Prohibited" in Zone 2. This is due to the mass congregation of people. Zone 2 represents the area where the risk of aircraft accidents is the greatest.

WSDOT Aviation appreciates the opportunity to offer our written comments and are available for any questions or concerns you may have. Please don't hesitate to contact me at 360-529-6548 or macartj@wsdot.wa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'John P. MacArthur', written over a light blue horizontal line.

John P. MacArthur
Aviation Land Use Planner

Enclosed:
WSDOT Letter, dated November 16, 2021
Pearson Field Attachment A

November 16, 2021

Community & Economic Development
CITY OF VANCOUVER, WASHINGTON
P.O. Box 1995
Vancouver, WA 98668

RE: Kirkland Renaissance Boardwalk Mixed-Use Development PIR-81864

Dear Mr. Person,

Thank you for the opportunity to provide comment regarding the Kirkland Renaissance Boardwalk Mixed-Use Development near Pearson Field. Washington State Department of Transportation (WSDOT) is concerned that the proposed development and construction, if approved in its current form, would allow for incompatible development adjacent to Pearson Field.

WSDOT's Airport Land Use Compatibility Program addresses elements of safety, airspace hazards, noise and land use in relation to public use airports. WSDOT is concerned with the safety and compatibility of placing incompatible development into Zone 2 (see attachment A) near the west end of Runway 8. The WSDOT Airports and Compatible Land Use Guide strongly recommends that any Mixed-Use Developments should be "Prohibited" in Zone 2. This is due to the mass congregation of people. Zone 2 represents the area where the risk of aircraft accidents is the greatest. On departure, aircraft are typically at full power in the initial phase of climb. On approach, the aircraft are at low altitude as they prepare for landing. Both operations are critical phases of flight, and the development poses a potential safety risk to residents in the flight path.

Given the very close proximity of this development to the approach to Runway 8, this building has the potential to impact the FAR Part 77 Airspace. WSDOT strongly recommends that the developer submit an FAA Form 7460-1 for an airspace analysis.

Additionally, there is growing environmental concern among populations living near airports over the noise and the associated air quality stemming from aviation operations. Hence, we ask that you also take this into consideration in planning to development the area.

The Growth Management Act (GMA) recognizes public use general aviation airports as essential public facilities and requires cities and counties to **discourage** incompatible land uses adjacent to them through their comprehensive plan policies and development regulations (RCW 36.70.547 and RCW 36.70A.200). The encroachment of incompatible land uses upon Washington state

airports significantly diminishes their ability to function as essential public facilities and often leads to operational impacts and closures.

WSDOT Aviation appreciates the opportunity to offer our written comments and are available for any questions or concerns you may have. Please don't hesitate to contact me at 360-890-5258 or max.platts@wsdot.wa.gov.

Sincerely,

T.S. "Max" Platts
Aviation Land Use Planner

Enclosed: Pearson Field Attachment A





STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Southwest Region Office

PO Box 47775, Olympia, WA 98504-7775 • 360-407-6300

EXHIBIT M

November 14, 2022

Keith Jones, Senior Planner
City of Vancouver
P.O. Box 1995
Vancouver, WA 98668

Dear Keith Jones:

Thank you for the opportunity to comment on the optional determination of nonsignificance/notice of application for the Kirkland Renaissance Boardwalk Project (PRJ-163131/LUP-82094) located at 111 Southeast Columbia Way as proposed by Kirkland Development LLC. The Department of Ecology (Ecology) reviewed the environmental checklist and has the following comment(s):

SOLID WASTE MANAGEMENT: Derek Rockett (360) 407-6287

The applicant proposes to demolish an existing structure(s). In addition to any required asbestos abatement procedures, the applicant should ensure that any other potentially dangerous or hazardous materials present are removed prior to demolition. It is important that these materials and wastes are removed and appropriately managed prior to demolition. It is equally important that demolition debris is also safely managed, especially if it contains painted wood or concrete, treated wood, or other possibly dangerous materials. Please review the "Dangerous Waste Rules for Demolition, Construction, and Renovation Wastes," on Ecology's website at: [Construction & Demolition Guidance](#). All removed debris resulting from this project must be disposed of at an approved site. All grading and filling of land must utilize only clean fill. All other materials may be considered solid waste and permit approval may be required from your local jurisdictional health department prior to filling. Contact the local jurisdictional health department for proper management of these materials.

WATER QUALITY/WATERSHED RESOURCES UNIT:

Brian Johnson (360) 624-5741

Erosion control measures must be in place prior to any clearing, grading, or construction. These control measures must be effective to prevent stormwater runoff from carrying soil and other pollutants into surface water or stormdrains that lead to waters of the state. Sand, silt, clay particles, and soil will damage aquatic habitat and are considered to be pollutants.

Any discharge of sediment-laden runoff or other pollutants to waters of the state is in violation of Chapter 90.48 RCW, Water Pollution Control, and WAC 173-201A, Water Quality Standards for Surface Waters of the State of Washington, and is subject to enforcement action.

Construction Stormwater General Permit:

The following construction activities require coverage under the Construction Stormwater General Permit:

1. Clearing, grading and/or excavation that results in the disturbance of one or more acres **and** discharges stormwater to surface waters of the State; and
2. Clearing, grading and/or excavation on sites smaller than one acre that are part of a larger common plan of development or sale, if the common plan of development or sale will ultimately disturb one acre or more **and** discharge stormwater to surface waters of the State.
 - a) This includes forest practices (including, but not limited to, class IV conversions) that are part of a construction activity that will result in the disturbance of one or more acres, **and** discharge to surface waters of the State; and
3. Any size construction activity discharging stormwater to waters of the State that Ecology:
 - a) Determines to be a significant contributor of pollutants to waters of the State of Washington.
 - b) Reasonably expects to cause a violation of any water quality standard.

If there are known soil/ground water contaminants present on-site, additional information (including, but not limited to: temporary erosion and sediment control plans; stormwater pollution prevention plan; list of known contaminants with concentrations and depths found; a site map depicting the sample location(s); and additional studies/reports regarding contaminant(s)) will be required to be submitted. For additional information on contaminated construction sites, please contact Carol Serdar at Carol.Serdar@ecy.wa.gov, or by phone at (360) 742-9751.

Additionally, sites that discharge to segments of waterbodies listed as impaired by the State of Washington under Section 303(d) of the Clean Water Act for turbidity, fine sediment, high pH, or phosphorous, or to waterbodies covered by a TMDL may need to meet additional sampling and record keeping requirements. See condition S8 of the Construction Stormwater General Permit for a description of these requirements. To see if your site discharges to a TMDL or 303(d)-listed waterbody, use Ecology's Water Quality Atlas at: <https://fortress.wa.gov/ecy/waterqualityatlas/StartPage.aspx>.

The applicant may apply online or obtain an application from Ecology's website at: <http://www.ecy.wa.gov/programs/wq/stormwater/construction/-Application>. Construction site operators must apply for a permit at least 60 days prior to discharging stormwater from construction activities and must submit it on or before the date of the first public notice.

Keith Jones
November 14, 2022
Page 3

Ecology's comments are based upon information provided by the lead agency. As such, they may not constitute an exhaustive list of the various authorizations that must be obtained or legal requirements that must be fulfilled in order to carry out the proposed action.

If you have any questions or would like to respond to these comments, please contact the appropriate reviewing staff listed above.

Department of Ecology
Southwest Regional Office

(GMP:202205143)

cc: Derek Rockett, SWM
Brian Johnson, WQ

KIRKLAND RENAISSANCE BOARDWALK

SCHEMATIC FOUNDATION NARRATIVE

MARCH 04,2022

Introduction

The purpose of this narrative is to provide input on a preliminary conceptual level design of the foundation system for the new Kirkland Renaissance Boardwalk development on the waterfront in Vancouver, Washington, and to help clarify the foundation system as it relates to the existing seawall.

The proposed mixed-use development for the Kirkland Renaissance Boardwalk on the waterfront in Vancouver WA, will be a complex comprised of three separate concrete structures featuring three to four stories of retail buildings and a one-story retail building supporting a residential tower above. The complex will also be featuring a one level below ground parking under the entire lot servicing all occupants above and will be adjacent to the Seawall along the south property line.

Foundation System Description

The main structural system for the structures will consist of two distinct materials. The apartment building will be a 7-story structure conventionally framed with light metal gage construction supported by a one-story concrete podium structure. The retail buildings will be constructed with post-tensioned concrete slabs spanning between concrete columns and walls. Per the geotechnical report recommendations that was prepared by PBS, dated December 10, 2021, for Kirkland Development, the superstructure can be founded on a shallow foundation such as thick mat foundation over dense soil.

Due to the basement depth, high ground water table, proximity to the river, and the existing seawall, the substructure will be a fully tanked system designed to resist hydrostatic pressure accommodating the 100-year flood event. The perimeter of the basement will be reinforced concrete walls designed to resist static and transient loading due to soil equivalent fluid pressure. The mat foundation will be designed to resist all imposed forces due to uplift hydrostatic pressure, lateral earth pressure, seismic lateral forces by utilizing soil friction, passive pressure, and soil anchors embedded into the dense soil to limit lateral movement as not to impose new or additional pressure on the existing seawall. See figures 1 and 2.

The boardwalk framing system will consist of cast-in-place or precast/hollow core concrete planks supported by reinforced concrete beams and girders. The concrete beams will be supported by steel micro-piles extending to a depth below the bottom of the seawall. The boardwalk deck along with the micro-piles will be tied laterally to the new basement structure to limit lateral movement. Additionally, there will be a gap between the bottom of the boardwalk structure and the top of the existing seawall to allow for vertical deflection without loading the seawall. See figures 1 and 2.

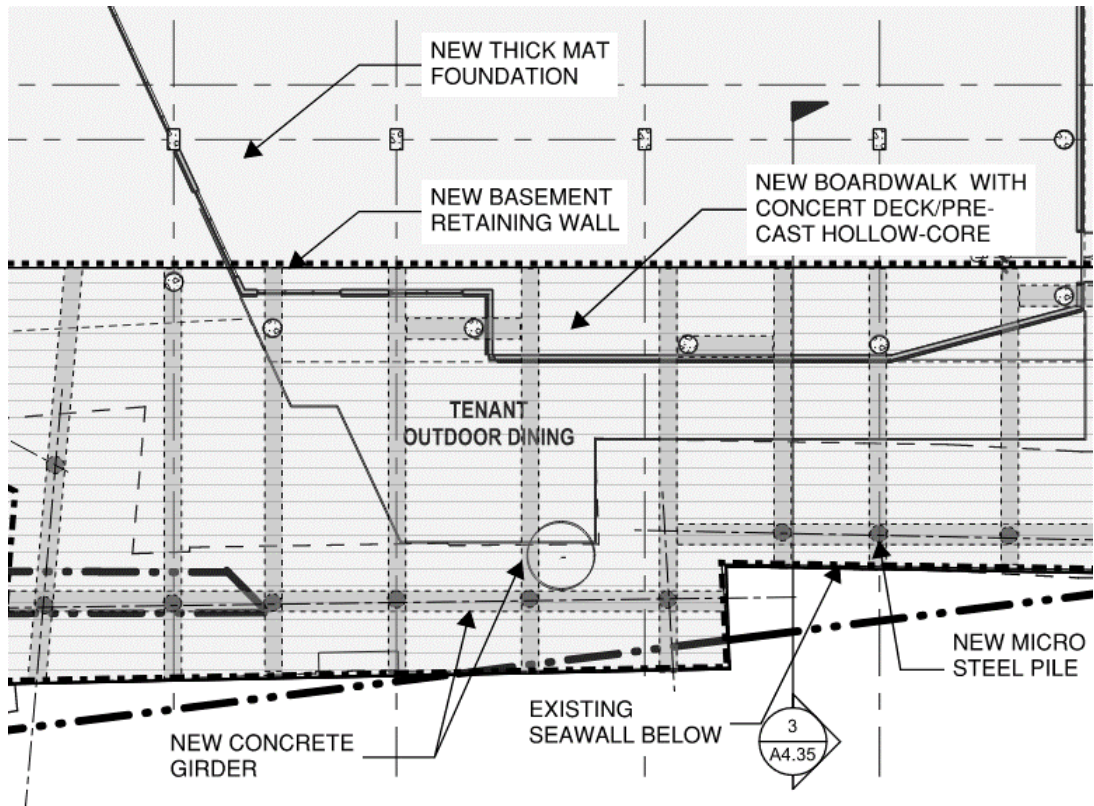


Figure 1- Basement and Boardwalk Typical Foundation Framing Plan

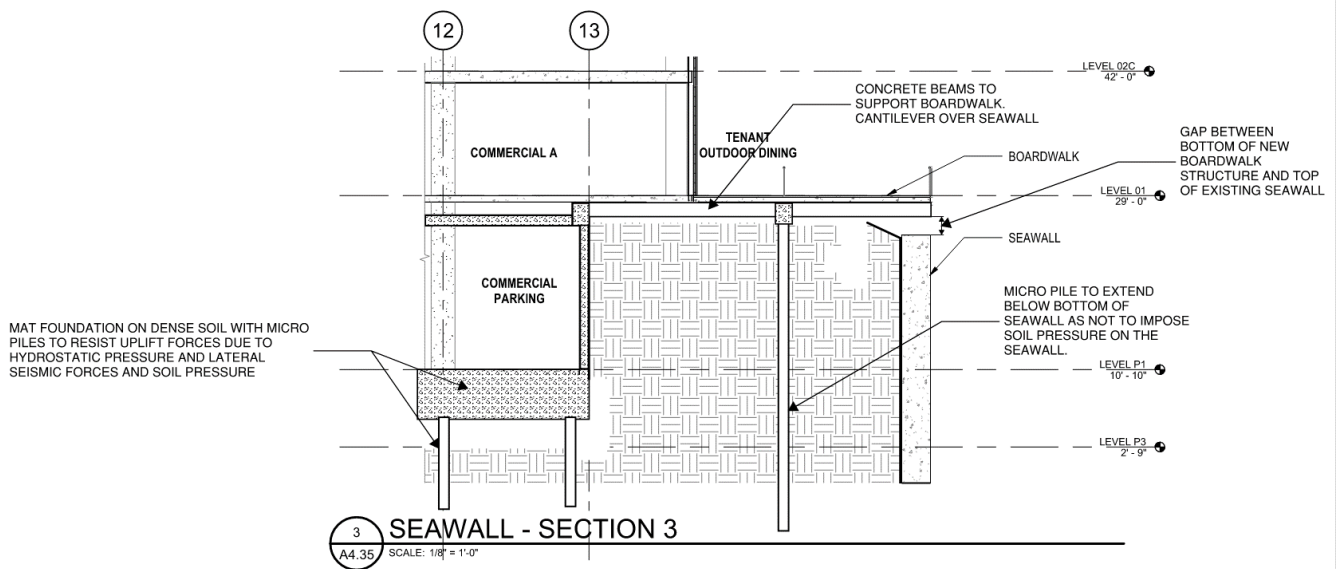


Figure 2- Basement and Boardwalk Typical Foundation Framing section



March 4, 2022

Kirkland Development, LLC
2370 E 3rd Loop, Suite 100
Vancouver, Washington 98661

Regarding: City of Vancouver Planning Department Comment Response
Kirkland Renaissance Boardwalk
111 SE Columbia Way
Vancouver, Washington
PBS Project PR73514.000

The following is in response to completeness comments received from the City of Vancouver Planning Department (City). The City comment is included below in bold italics followed by PBS' response.

The geotechnical report must directly discuss the stability of the seawall and directly address the construction technique and shoring method and how the seawall will be protected and not impacted during construction.

Construction of the new development is intended to avoid impact to the existing seawall. The new building will be founded at a depth and distance from the estimated base of the existing seawall to avoid any influence of vertical foundation loads on the seawall.

In general, construction of the new building will reduce the static and seismic loading on the existing seawall. For static conditions, the pressures on the existing seawall will be reduced by removing some of the overlying soil (surcharge) behind the wall that currently exerts additional pressure along the back of the wall. For seismic conditions, the presence of the new basement will reduce the size of the wedge of soil associated with the seismic surcharge, thus reducing the seismic loading on the existing seawall.

The design of the shoring will be determined by the contractor as part of their means and methods. However, the shoring will need to incorporate low-vibration methods, such as drilled, rather than driven, elements. The shoring could be designed to cantilever the full depth of excavation or could derive lateral resistance from bracing or struts installed inside the excavation. Due to the location of the shoring in relation to the existing seawall, the use of tieback anchors may not be feasible, unless they are steeply inclined.

We trust this letter meets your current needs. If you have any questions or wish to further discuss our observations, conclusions, and recommendations, please contact me at ryan.white@pbsusa.com or 503.539.5028.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan White".

Ryan White, PE, GE
Principal Geotechnical Engineer

RW:rg

EXHIBIT P

Transportation Impact Study

****Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**

EXHIBIT Q

Critical Areas Report

****Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**

EXHIBIT R

Hydraulic Report

****Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**

EXHIBIT S

Geotech Report

****Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.**



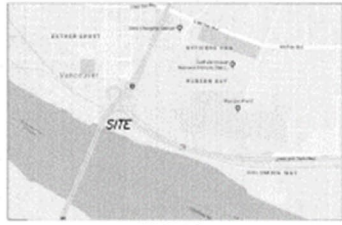
Kirkland Renaissance Boardwalk

City of Vancouver File No. PRJ-163131/LUP-82094

January 17, 2023

Presentation Outline

1. Project Overview & Permits Requested – 5 mins
 1. Note items that trigger certain permits, i.e. the utilities requiring the SCUP
 2. Describe design intention
2. Variance – 5-7 mins
 1. Explain compliance with criteria
 2. Note areas of disagreement with staff analysis
 3. Request approval





TITLE	
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DATE	BY
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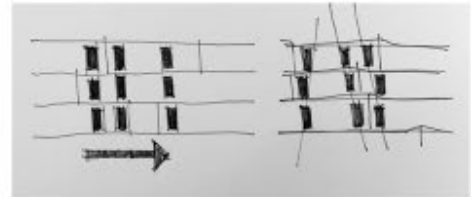
CONCEPT

THERE IS AN INHERENT ENERGY THAT LIVES ON A RIVERFRONT SITE. THIS SITE IS A POINT OF CONVERGENCE FOR THAT VITALITY. THE DYNAMICS OF THE NON-LINEAR EDGE, THE FLOW OF TRAFFIC ACROSS THE INTERSTATE BRIDGE, THE BARGE TRAFFIC, THE SPARKLING OF RIPPLING WATER, LOCAL ROCK FORMATIONS, THE PROXIMITY TO PEARSON FIELD AND THE COLORS THAT THE SUN AND CHANGING SEASONS OVERLAY ON THE SITE PROVIDE THIS DEVELOPMENT WITH A PALETTE OF SITE, SOUND AND TEXTURE UNLIKE ANY OTHER.



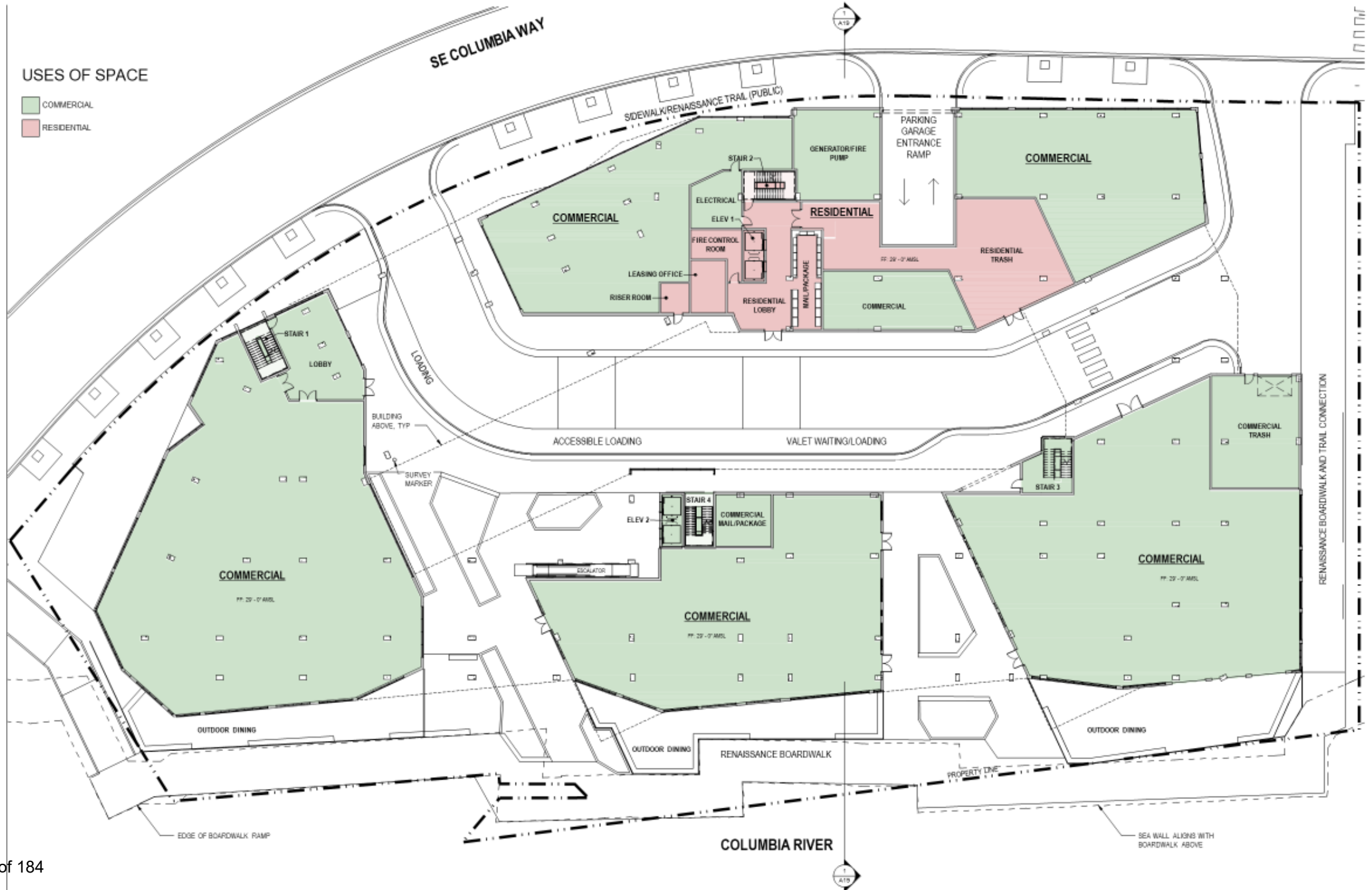
VISION

THE WATERFALL EMBODIES THE SPIRIT OF THE PROJECT'S VISUAL CHARACTER. STARTING AT THE TOP, THE DYNAMIC ROOF LINE SPEAKS TO THE AIR CURRENTS AND SETS THE STARTING POINT FOR CASCADING FEATURES. IN A DIRECTIONAL MOVEMENT FROM TOP TO BOTTOM THE FACADE MOVES AND FLOWS DOWNWARD. THE FORM RIPPLES ALONG RESIDENTIAL UNITS. THE FACADE CALMS AT THE ROOF TERRACE ONLY TO HAVE PROGRAMMATIC ELEMENTS CRASH THROUGH LIKE THE MASSIVE ROCKS. THE WATERLINE SKIN CASCADDES TOWARD THE RIVER CREATING BALCONIES THAT DELIVER WONDERFUL RIVER VIEWS. THE MATERIAL CHOICES AND WINDOW PLACEMENT BUILD A SYSTEM TO AID IN MOVEMENT. BUILDING FACETS GLISTEN AS VIEWS FROM PEDESTRIANS, AUTOMOBILES OR AIRCRAFT SHIFT, EXPOSING THE BUILDING'S INTENSITY. WINDOWS ARE STACKED VERTICALLY IN ELEVATION, SO AS PERSPECTIVES CHANGE THE WINDOWS APPEAR TO SHIFT, ADDING A SENSE OF REFRACTION. THE BUILDING IS VIEWED AS A COMPOSITION OF ELEMENTS, A NATURAL ABSTRACTION THAT CONSTANTLY CHALLENGES THE VIEWERS PERCEPTION, WHETHER HINTING AT THE COLORS OF THE DAY OR DELIGHTING IN THE PLAY OF SHADOWS, THE ENTIRE PROJECT, FROM ANY ANGLE, IS ALIVE WITH A VIBRANCY WORTHY OF THIS PROMINENT LOCATION.



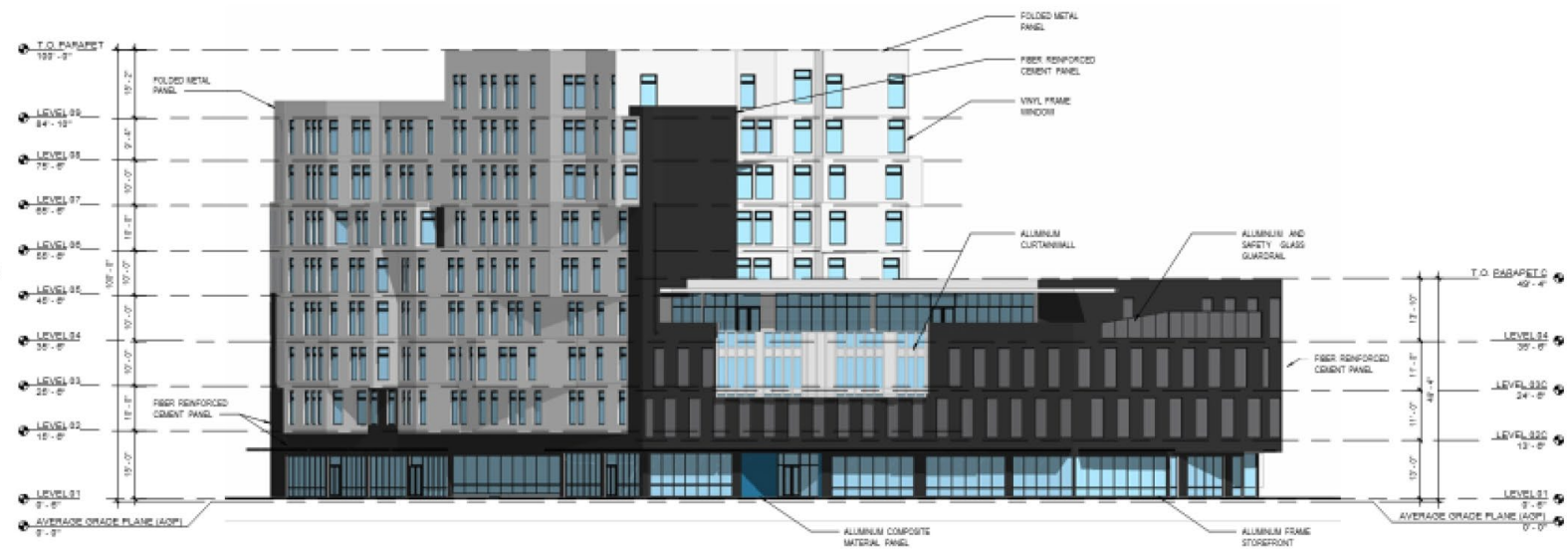
USES OF SPACE

- COMMERCIAL
- RESIDENTIAL





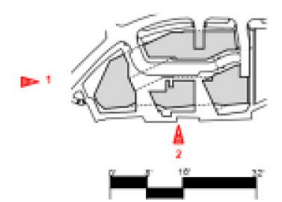
2 EXTERIOR ELEVATION - SOUTH
A18 SCALE: 1/16" = 1'-0"



EXTERIOR MATERIALS LEGEND

- FOLDED METAL PANEL
- FIBER REINFORCED CEMENT PANEL
- ALUMINUM COMPOSITE MATERIAL PANEL
- ALUMINUM COMPOSITE MATERIAL PANEL

1 EXTERIOR ELEVATION - WEST
A17 SCALE: 1/16" = 1'-0"



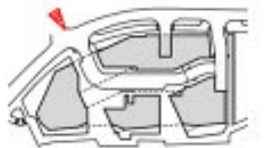
USES OF SPACE

COMMERCIAL COMMERCIAL - EXTERIOR PARKING RESIDENTIAL

BUILDING AREAS (GROSS)

	RESIDENTIAL AREA	COMMERCIAL	TOTAL
LEVEL 09	3,271 SF	-	3,271 SF
LEVEL 08	27,022 SF	-	27,022 SF
LEVEL 07	27,358 SF	-	27,358 SF
LEVEL 06	27,338 SF	-	27,338 SF
LEVEL 05	27,371 SF	-	27,371 SF
LEVEL 04	28,483 SF	18,203 SF	46,686 SF
LEVEL 03	25,783 SF	30,977 SF	56,760 SF
LEVEL 02	28,819 SF	31,490 SF	60,309 SF
LEVEL 01	6,254 SF	27,913 SF	34,167 SF
LEVEL P1	-	-	74,421 SF
TOTAL	199,679 SF	115,583 SF	315,262 SF











Variance Request—Upper-Level Floor Area

Request to allow increased floor area for otherwise allowable height:

An increase over 50 percent (up to a maximum of 100') may be allowed through the site plan review process upon finding that:

- The requested height increase complies with FAA Regulation, Part 77,*
- The increase in height will not affect the safe and efficient use of navigable airspace as determined by the Pearson Field Airport Manager*
- The gross floor area of the building at each floor over 50 percent above the low number of any given range (e.g. above 75' in this location) shall not exceed 12,000 sq. ft.*

No increase to maximum allowable building height. Request is to increase the allowable gross floor area of the 8th floor to 27,022 square feet.

Variance Request—Upper-Level Floor Area

- Compliance with FAA Regulation, Part 77
 - Working with FAA to obtain Determination of No Hazard
- No impact to safe and efficient use of navigable airspace
 - Pearson Airport Manager submitted letter of concern for project based on congregation of people, not safe and efficient use of navigable airspace.
- Floors over 75' height limited to 12,000 square feet
 - 9th floor complies
 - **Request: Increase allowance at 8th floor to 27,022 square feet**

Variance Request—Upper-Level Floor Area

Staff Analysis focuses on two criteria of approval:

1. Unusual circumstances or conditions apply to the property and/or the intended use that do not apply generally to other property in the same vicinity or district.
2. Such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant such as is possessed by the owners of other properties in the same vicinity or district.
3. The variance requested is the least necessary to relieve the unusual circumstances or conditions identified in Subsection (1) above.
4. The authorization of such variance will not be materially detrimental to the public welfare or injurious to property in the vicinity or district in which property is located.
5. Any impacts resulting from the variance are mitigated to the extent practicable.
6. If more than one variance is being requested, the cumulative effect of the variances results in a project that is still consistent with the overall purpose of the underlying zoning district.

Variance Request—Upper-Level Floor Area

1. **Unusual circumstances or conditions apply to the property and/or the intended use that do not apply generally to other property in the same vicinity or district.**
 - Staff acknowledges uniqueness of property (Staff Report pg. 8)
 - Staff notes Fig. 20.630-4 VMC adjusted to address different areas of downtown, but focuses on *height*, not *gross floor area* at given height
 - Physical and regulatory constraints limit developable site area (Applicant Narrative, pg. 32-33)

Variance Request—Upper-Level Floor Area

- 2. Such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant such as is possessed by the owners of other properties in the same vicinity or district.**
 - Development is possible without variance approval (Staff Report pg. 8)
 - Physical and regulatory limits unfairly impact this property (Applicant Narrative, pg. 33)
 - Variance approval is necessary for preservation of substantial property rights

Variance Request—Upper Level Floor Area

Please consider recommending *APPROVAL*, subject to obtaining the FAA No Hazard Determination.

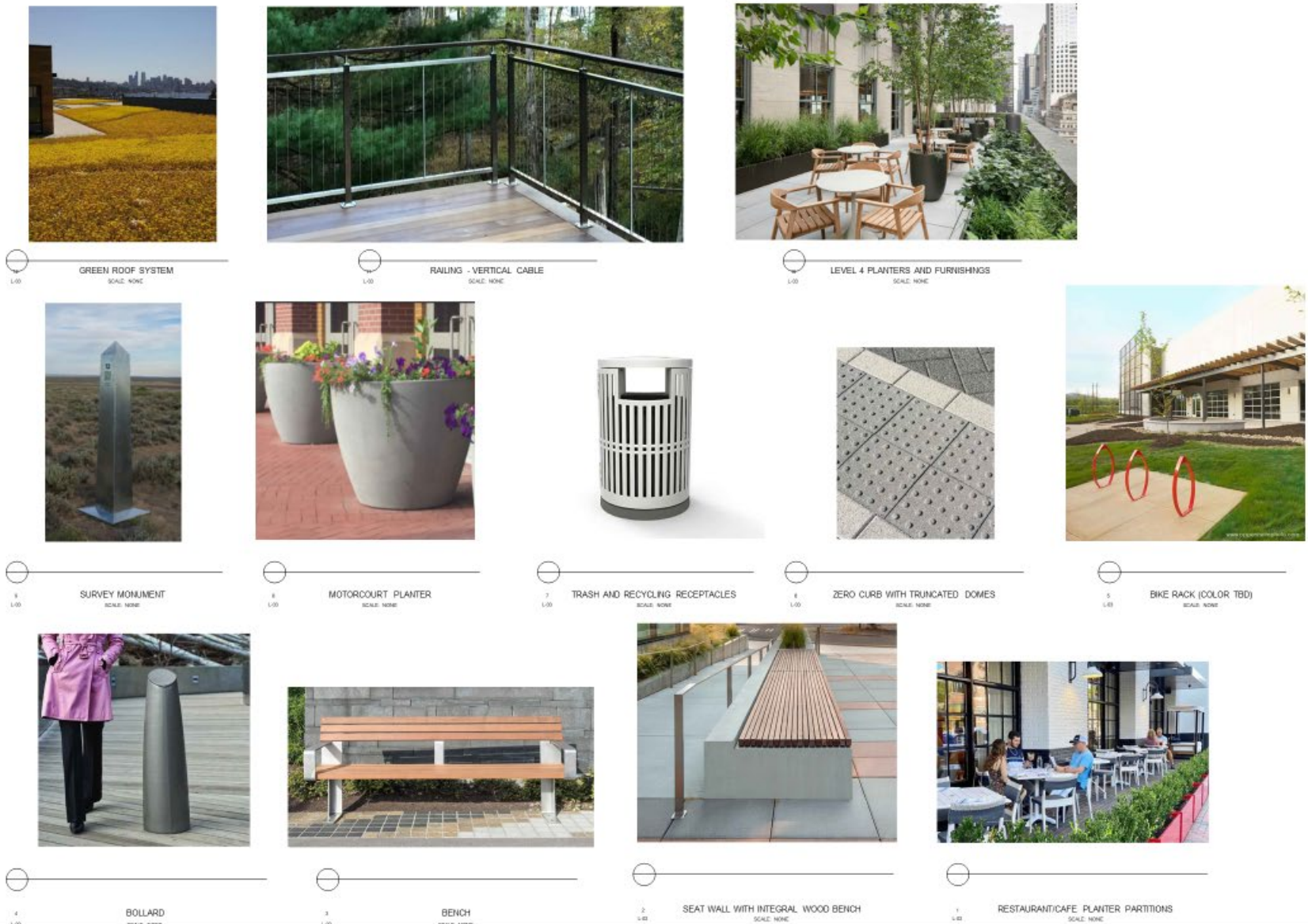


503.287.OTAK (6825)
Corporate Office | 808 SW Third Avenue, Suite 800; Portland, Oregon

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July 05, 2023 - 11:54am
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700 Washington Street
 Suite 300
 Vancouver, WA 98660
 Phone: 360.737.9613
 FAX: 360.737.9615
www.otak.com

**KIRKLAND RENAISSANCE BOARDWALK
 VANCOUVER, WA 98660
 LANDSCAPE FURNISHINGS
 LAND USE SUBMITTAL**

#	DATE	DESCRIPTION

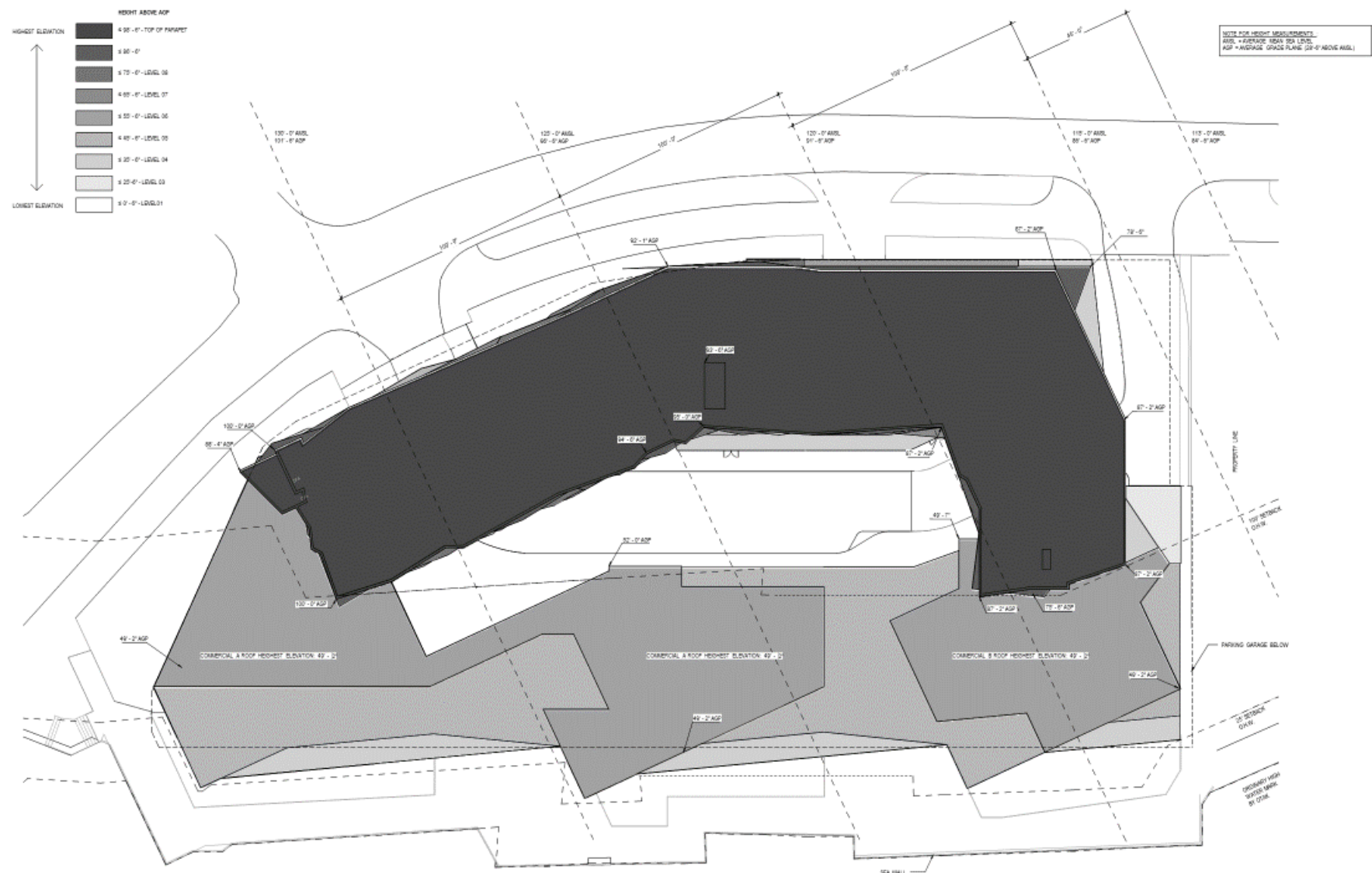
REVISIONS

NO.	DATE	BY	DESCRIPTION

DATE: JANUARY 5, 2023

PROJECT NUMBER: L-03

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1 HEIGHT SETBACKS PLAN
A5 SCALE: 1" = 20'-0"

NOTE: FOR HEIGHT MEASUREMENTS:
ASL = AVERAGE SEASIDE LEVEL
ADP = AVERAGE GRADE PLANE (20'-0" ABOVE ASL)

KIRKLAND RENAISSANCE BOARDWALK
101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661
HEIGHT SETBACKS

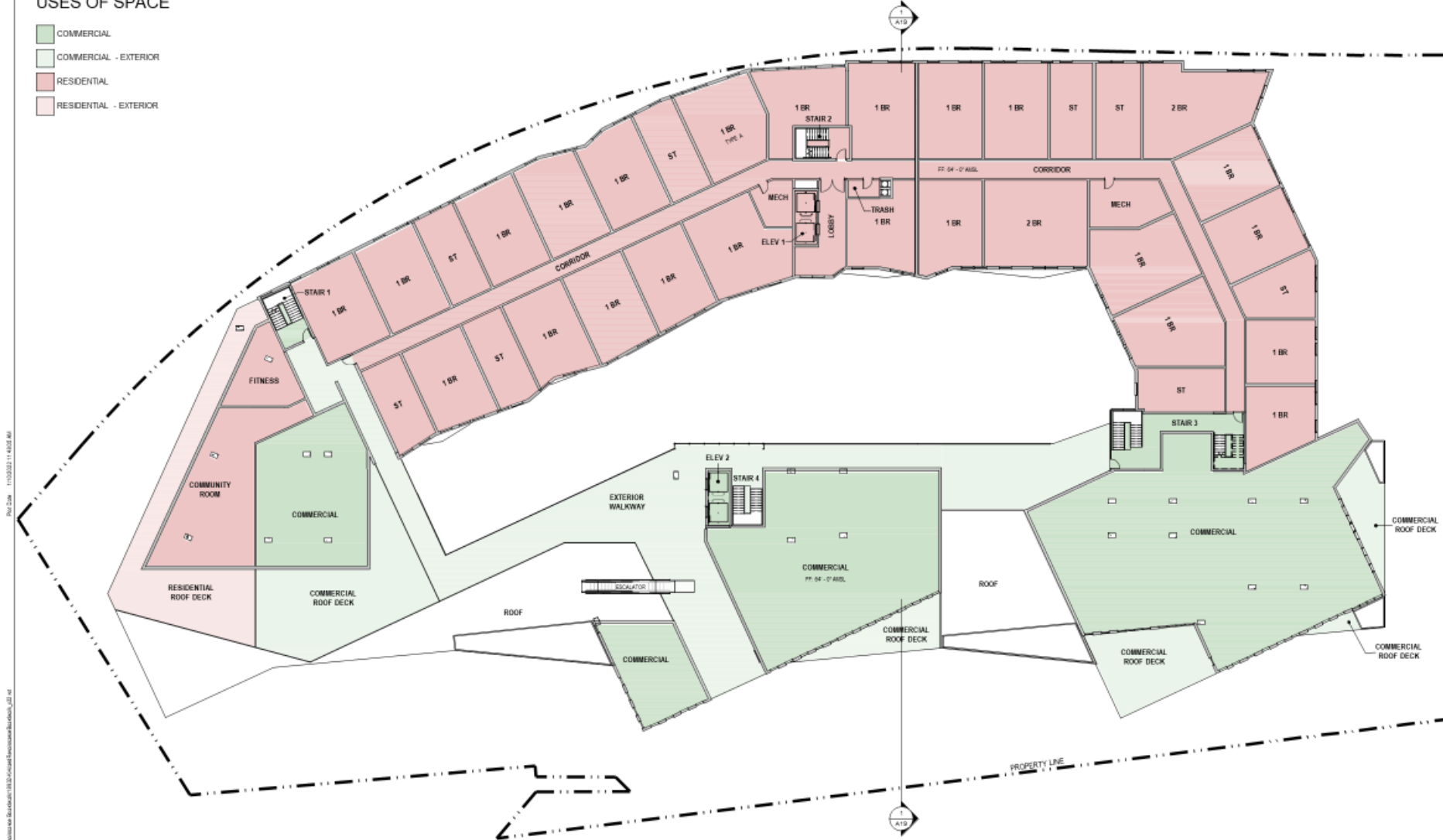
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USES OF SPACE

- COMMERCIAL
- COMMERCIAL - EXTERIOR
- RESIDENTIAL
- RESIDENTIAL - EXTERIOR

Plot Date: 1/10/2021 11:40:28 AM

Sheet Title: Kirkland Renaissance Boardwalk Boardwalk 101 SE-Columbia Way Boardwalk_001.dwg



1 FLOOR PLAN - LEVEL 04
A10 SCALE: 1/8" = 1'-0"



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Portland, OR 97204
main 503.267.0820
info@otakarch.com

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CONSULTANT

KIRKLAND RENAISSANCE BOARDWALK
101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661

LEVEL 04 - FLOOR PLAN

TITLE

DATE DESCRIPTION

REVISIONS

ST. NO. REV. TO ST.

DRAWN BY CHECK BY

LU/SUBMITTAL

STATUS

JANUARY 5, 2021

DATE

19823

PROJECT NUMBER

A10

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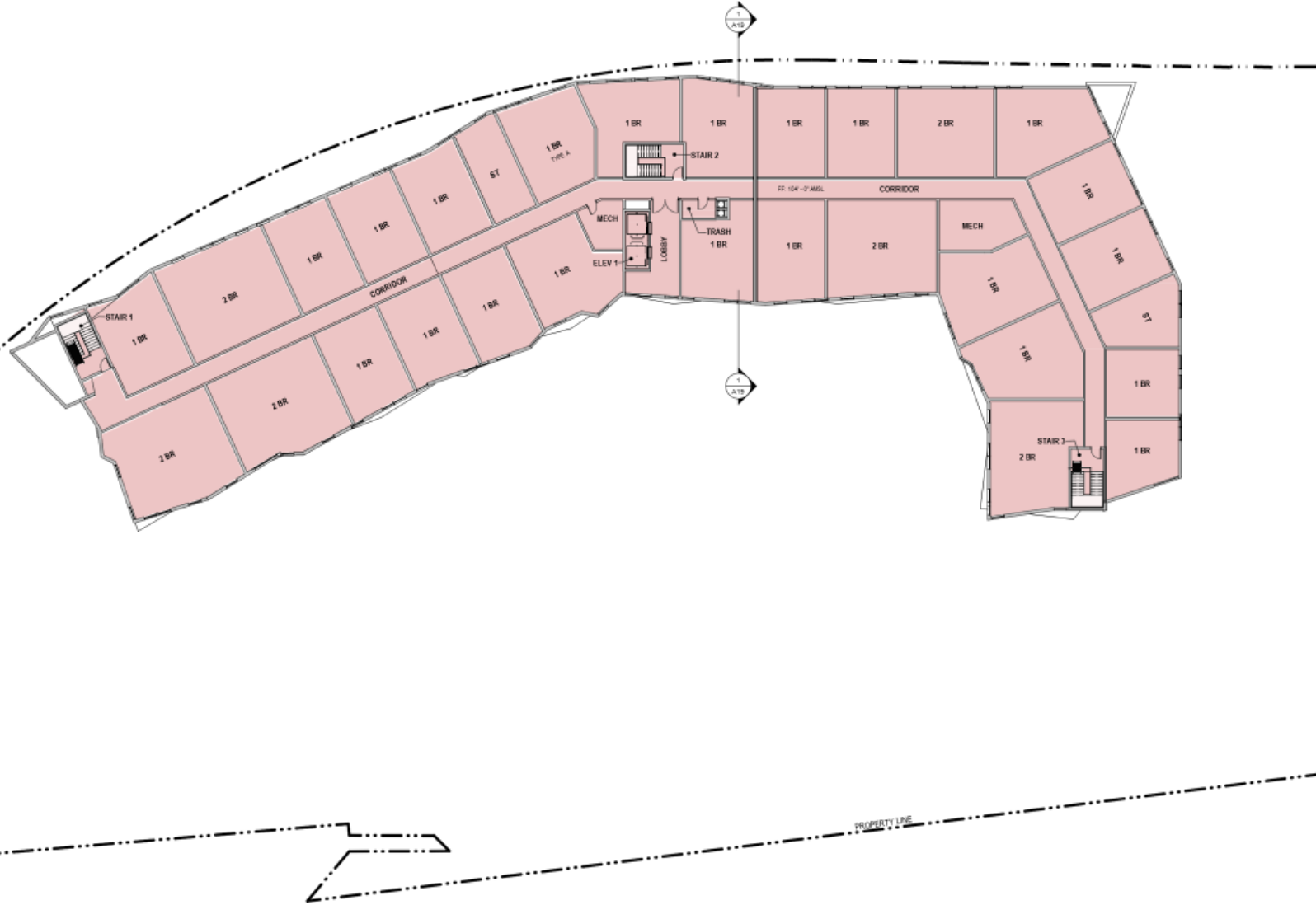
USES OF SPACE

RESIDENTIAL

Plot Date: 1/10/2022 11:43:13 AM

Sheet Title: Kirkland Renaissance Boardwalk Boardwalk 08 - Level 08 - Floor Plan Boardwalk_08.dwg

1 FLOOR PLAN - LEVEL 08
A14 SCALE: 1/8" = 1'-0"



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LEVEL 08 - FLOOR PLAN

TITLE

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PROJECT NUMBER

A14

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Plot Size: 1103232 x 4327' 4"

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PERSPECTIVE

TITLE

DATE DESCRIPTION

REVISIONS

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STATUS

JANUARY 5, 2021

DATE

18623

PROJECT NUMBER

A21

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Plot Size: 1103232 x 4329 M2

Boardwalk - Kirkland Renaissance Boardwalk 101 SE Columbia Way, 101 and 111 SE Columbia Way, Vancouver, WA 98661



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VANCOUVER, WA 98661

PERSPECTIVE

TITLE

DATE DESCRIPTION

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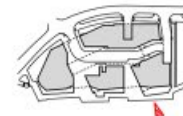
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Plot Date: 1/10/2022 11:42:28 AM

Sheet Title: Kirkland Renaissance Boardwalk - 101 and 111 SE Columbia Way - 3D-Rendered Perspective Boardwalk, 022 - 01



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KIRKLAND RENAISSANCE BOARDWALK

101 AND 111 SE COLUMBIA WAY
KIRKLAND, WA 98033

PERSPECTIVE

TITLE

DATE DESCRIPTION

REVISIONS

ST. NO. REV. BY

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A24

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Plot Size: 1103232 x 4321 M2

Sheet Title: Kirkland Renaissance Boardwalk Boardwalk 101 SE Columbia Way Boardwalk, WA



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VANCOUVER, WA 98661

PERSPECTIVE

TITLE

DATE DESCRIPTION

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LUIS BATTISTINI

STATUS

JANUARY 5, 2021

DATE

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PROJECT NUMBER

A25

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Plot Date: 1/10/2022 11:42:29 AM

Sheet Title: Kirkland Renaissance Boardwalk - 101 and 111 SE Columbia Way - 3D-Rendered Perspective Boardwalk_02.dwg



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KIRKLAND RENAISSANCE BOARDWALK

101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661

PERSPECTIVE

TITLE

#	DATE	DESCRIPTION
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REVISIONS

ST.	BY	DATE	BY
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DESIGNED BY	CHECK BY
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LUIS BATTIST

STATUS

JANUARY 5, 2021

DATE

18623

PROJECT NUMBER

A27

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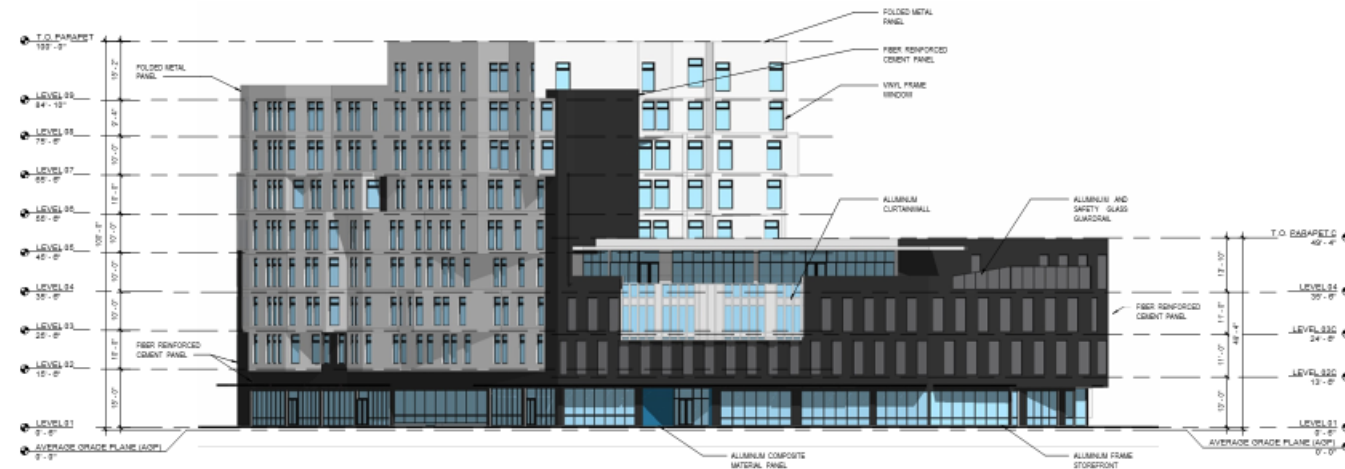
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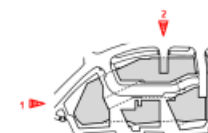
2 EXTERIOR ELEVATION - NORTH
A17 SCALE: 1/16" = 1'-0"



1 EXTERIOR ELEVATION - WEST
A17 SCALE: 1/16" = 1'-0"

EXTERIOR MATERIALS LEGEND

- FOLDED METAL PANEL
- FIBER REINFORCED CEMENT PANEL
- ALUMINUM COMPOSITE MATERIAL PANEL
- ALUMINUM COMPOSITE MATERIAL PANEL



KIRKLAND RENAISSANCE BOARDWALK
101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661

EXTERIOR ELEVATIONS

DATE	DESCRIPTION
18823	PROJECT NUMBER
A17	
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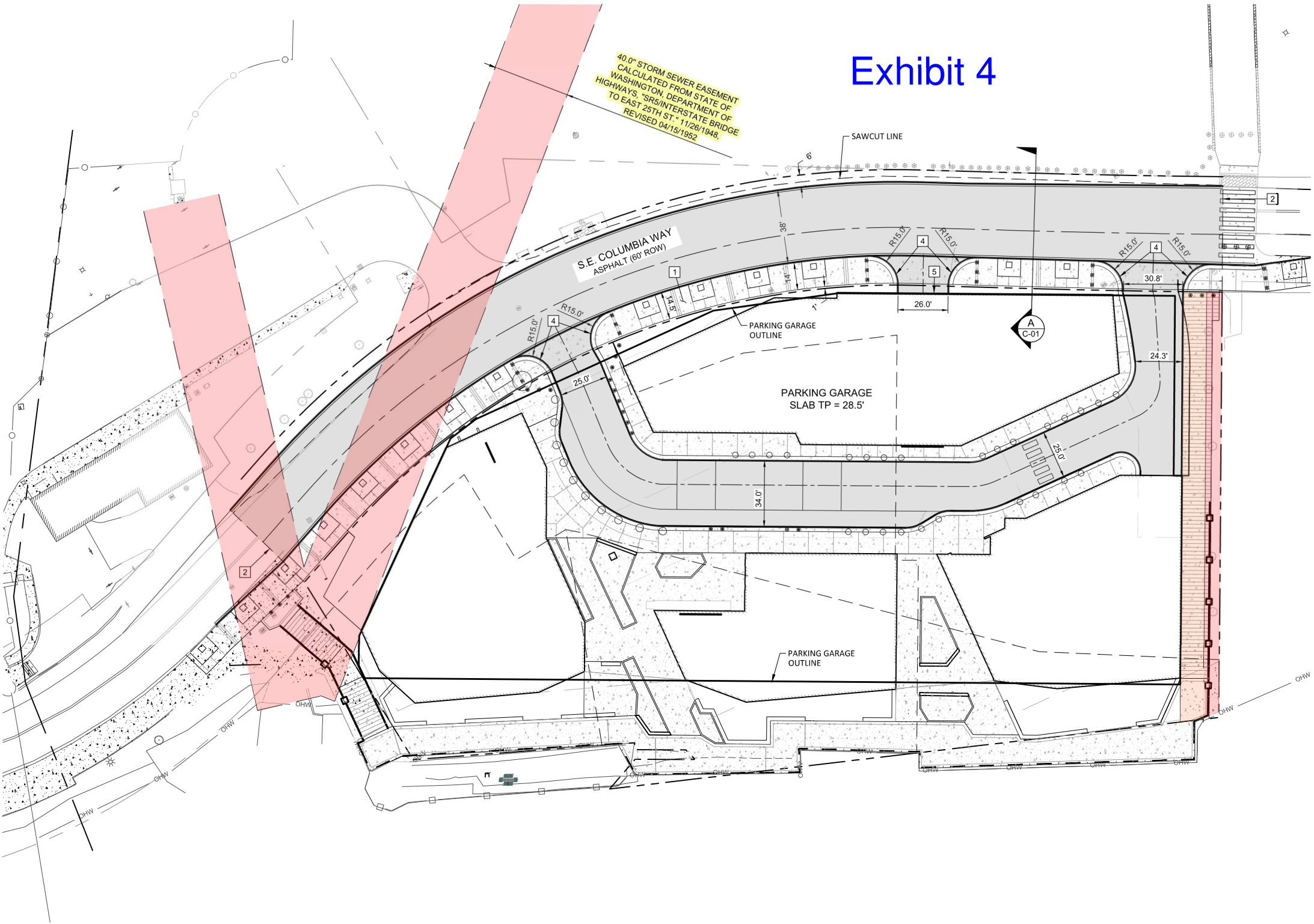
KIRKLAND RENAISSANCE BOARDWALK
VANCOUVER, WA 98660
CIVIL SITE PLAN
LAND USE SUBMITTAL

TITLE		
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REVISIONS		
RMS	MAZ	
DRAWN BY	CHECKED BY	
LU SUBMITTAL		
STATUS		
JANUARY 5, 2022		
DATE		
18923		
PROJECT NUMBER		

C-01

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Exhibit 4



GENERAL NOTES

1. SEE SHEETS G-02 AND G-03 FOR NOTES AND LEGENDS.
2. PROTECT EXISTING CATCH BASINS PER COV DETAIL E-220a BEFORE BEGINNING DEMOLITION.
3. SEE SHEET UT-01 FOR PROPOSED UTILITIES PLAN. SEE SHEET STRM-01 FOR PROPOSED STORM DRAIN PLAN.
4. ALL ADJACENT ROADS ARE COV MINOR ARTERIAL.
5. PARKING PLANS AND ADA STALLS ARE LOCATED ON ARCHITECT PLANS SHEETS.

S.E. COLUMBIA WAY STREET CUT NOTES

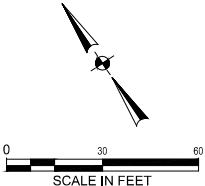
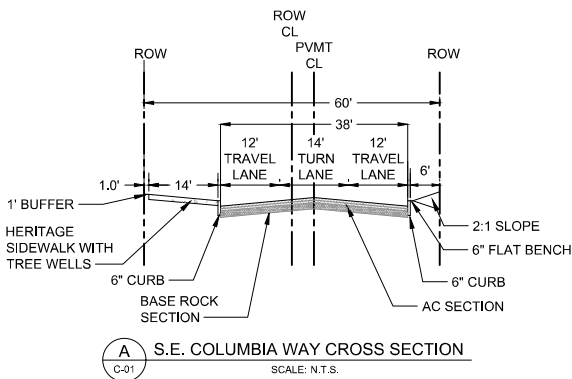
1. CARE SHALL BE TAKEN TO PROTECT THE RECENTLY INSTALLED SURFACE TREATMENT. DAMAGE TO THE TREATMENT WILL REQUIRE ADJUSTMENT TO THE LIMITS OF THE RESTORATION CONDITIONS ABOVE.
2. THE CONNECTION TO THE CITY'S SANITARY SEWER SYSTEM IN S.E. COLUMBIA WAY SHALL BE COMPLETED PURSUANT TO THE CIVIL PLANS, SHEET C-01 AND UT-01.
3. A NOTE SHALL BE PLACED ON ALL APPLICABLE SHEETS OF THE CIVIL DRAWINGS TO INDICATE ANY UTILITY TRENCHES OR RELOCATION OF UTILITY TRENCHES IN S.E. COLUMBIA WAY, INCLUDING BUT NOT LIMITED TO, WATER, SEWER, STORM, POWER, PHONE, CABLE, GAS AND FIBER OPTIC THAT VARY FROM THIS ORIGINAL REQUEST WILL NOT BE ALLOWED WITHOUT FURTHER ROAD MODIFICATION APPROVAL.
4. PRIOR TO CONSTRUCTION, THE APPLICANT SHALL OBTAIN A RIGHT-OF-WAY PERMIT AND AN APPROVED TRAFFIC CONTROL PLAN FROM THE CITY.
5. THE WARRANTY PERIOD FOR STREET CUT RESTORATION WORK IS 2 YEARS ON MINOR ARTERIAL UNDER STREET CUTTING MORATORIUM PER VMC 11.80.100(E)(2). THE WARRANTY PERIOD SHALL BE INCLUDED IN THE TRANSPORTATION GENERAL NOTES ON THE CIVIL PLANS.
6. ANY PAVEMENT JOINT OPENING WITHIN THE WARRANTY PERIOD SHALL RECEIVE A CRACK SEAL TREATMENT PRIOR TO THE EXPIRATION OF THE WARRANTY.

KEY NOTES

1. INSTALL NEW SIDEWALK PER COV DETAIL T02-01A WITH MODIFIED STRUCTURAL SECTION TO FOLLOW SECTION A-A OF COV DETAIL T01-07.
2. SAWCUT PER T05-13 AND PROVIDE PAVEMENT RESTORATION AREA PER COV DETAIL T05-01B AND T05-07. PROVIDE TRENCH RESTORATION PER T05-05.
3. INSTALL TYPE E-1 CURB PER COV DETAIL T01-01A.
4. INSTALL MAJOR COMMERCIAL DRIVEWAY (THROAT WIDTH PER PLAN). SEE COV DETAIL T01-07.
5. PARKING GARAGE ENTRY.

LEGEND

- SIDEWALK
- PROPOSED ASPHALT
- P.C. CONC. DRIVEWAYS
- PROPERTY LINE



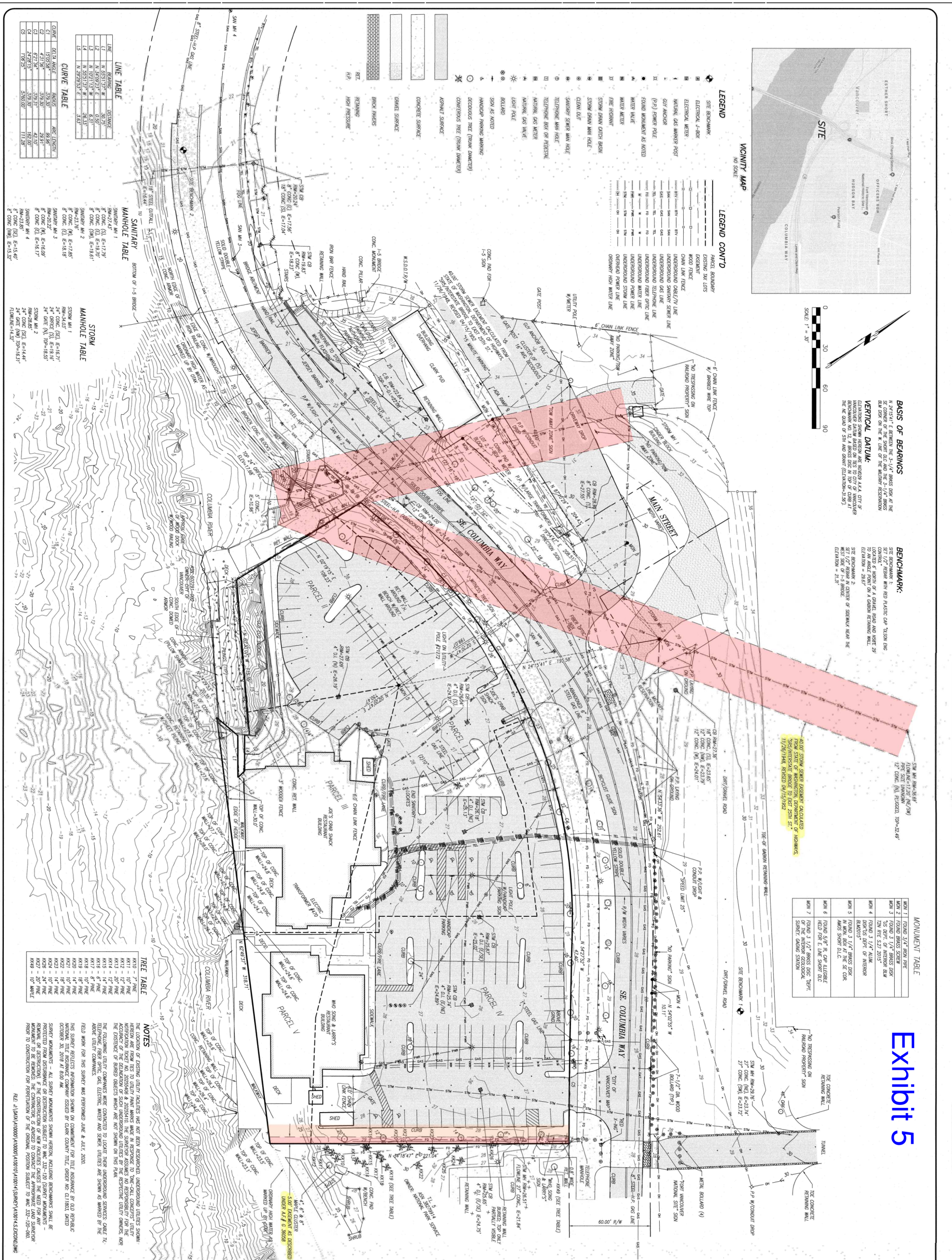


Exhibit 5

MONUMENT TABLE	
MON 1	FOUND 3/4" X 1" NAIL PIPE
MON 2	FOUND BRASS SCREW
MON 3	FOUND 3 1/4" BRASS DISK 5X DEPT. OF INTERIOR BLM 72N R1E S.2/2 2015*
MON 4	FOUND 3 1/4" ALUM. DISK 2" DEPT. OF INTERIOR BLM2015*
MON 5	FOUND 3 1/4" BRASS DISK IN NAIL BOX AT THE SE COR. ALMS SHORT D.L.C.
MON 6	FOUND 5/8" R. CAP ALLEGRE FIELD FOR E. LINE SHORT D.L.C.
MON 7	FOUND 3 1/2" BRASS DISK "DEPT. OF THE INTERIOR GEOLOGICAL SURVEY, OAKLAND STATION"

BOUNDARY AND EXISTING CONDITIONS SURVEY FOR:
WATERFRONT EAST
NW 1/4, NE 1/4, SEC. 34 & SW 1/4, SE 1/4, SEC. 27, T.2 N., R.1 E., W.M., CITY OF VANCOUVER, CLARK COUNTY, WA

OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660
360-695-1385
509-289-6936

CLIENT:
KIRKLAND DEVELOPMENT LLC
2370 E. 3RD LOOP, STE. 100
VANCOUVER, WA
98661



Suite 300
Vancouver, WA 98660
Phone: 360.737.9613
FAX: 360.737.9651
www.otak.com



DESIGNED:

DRAWN: J.K.T.

CHECKED: P.J.S.

DATE: DECEMBER, 2020

SCALE: 1" = 30'

JOB NO. A10014.01.01

SHEET SIZE: 24x36

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1 of 1

SHEET

CHANGES / REVISIONS

DESCRIPTION	DATE
ADDED PLUMB LOCATIONS	2/21
ADDED GROUND ELEVATIONS IN CENTER BED WENT TO RETAINING WALL	2/21
ADDED 100% ON THE UNKNOWN PLUMB SERVICE TRENCH	10/21

10-13-2021

THE STATE OF WASHINGTON
J. K. T. OLSON
LAND SURVEYOR

BOUNDARY AND EXISTING CONDITIONS

WATERFALL

NW 1/4, NE 1/4, SEC. 34 & SW 1/4, SE 1/4, SEC. 27, T.

LAND SURVEY

OLSON ENGINEERS

ENGINEERING INC. 222 E. EVERGREEN BLVD.

#

DATE

DESCRIPTION

TITLE

EX-01

REVISIONS

18923

PROJECT NUMBER

DRAWN BY: MASH

CHECKED BY:

STATUS

DATE

JANUARY 6, 2022

18923

PROJECT NUMBER

18923

PROJECT NUMBER

KIRKLAND RENAISSANCE BOARDWALK

VANCOUVER, WA 98660

EXISTING CONDITIONS

LAND USE SUBMITTAL



MEMORANDUM

DATE: Jan. 19, 2023

TO: Examiner Rice, Hearings Examiner

FROM: Amanda Romero, Solid Waste/Public Works

RE: **LUP-82094: PRJ-163131-RENAISSANCE BOARDWALK, SOLID WASTE STAFF
RERPORT REVISION**

CC: Keith Jones, Senior Planner/Community Development Department

Please add to the record the following revision to the Solid Waste Staff Report for LUP-82094: PRJ-163131-Renaissance Boardwalk.

Concerning Solid Waste Tenant Access Requirements

Finding: Approximately 81 percent of the units (and all Type A Accessible Units) are within 150 feet of a resident floor centrally located trash room. Approximately six units on each floor are beyond 150 feet, but within 200 feet. As proposed, tenants will use an interior corridor to reach the centrally located trash room located near the elevators. Trash rooms contain a garbage chute, recycling chute and glass cart. **(022 A3 WASTE DISP RECYCLE TYPICAL PLAN.pdf V1)**

Per [VMC 20.970.040\(A\)\(3\)](#) the maximum distance from residential unit to the closest garbage/recycling room or area shall be no more than 150 feet.

Condition: Prior to building plan approval, the applicant must either revise plans to show resident floor trash rooms within 150' of all units to satisfy tenant access requirements in [VMC 20.970.040\(A\)\(3\)](#) or pursue and receive a variance or approval of a minor adjustment by Planning Official Authority.

Conclusion: The proposal **shall be made to satisfy** the intent of the code requirement for providing tenant access within 150 feet of the entrances to the multi-family units, **as conditioned**.

Exhibit 7

11.70 Transportation – Concurrency

Finding: The applicant is proposing a Master Plan for a mixed-use development with 217 multi-family dwelling units, approximately 115,500 square feet of commercial space, and 370 structured parking spaces, consistent with the existing Development Agreement (DA). The site is located at 101 and 111 SE Columbia Way. Access to the site will be by way of a looped driveway connected to SE Columbia Way and a driveway on SE Columbia Way to access the proposed parking garage.

To guide the findings of the DA, the applicant prepared a Traffic Analysis Report, dated August 2020 from Charbonneau Engineering. The report provided trip generation and distribution analysis, intersection capacity and queueing analysis, access sight distance analysis, turn-lane warrant and traffic signal warrant analysis, and a review of accident history. Trip generation rates in the Charbonneau report were based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition, utilizing Land Use Codes 221 (Multifamily Housing – Mid Rise), 820 (Shopping Center), and 932 (High Turnover Sit-down Restaurant). Based on this information, the proposed project will generate 2,756 new Average Daily Trips (ADT), including 157 new AM peak hour trips and 314 new PM peak hour trips.

Pursuant to VMC 11.80.110.A.4, while two driveways are allowed on an arterial street for a project with more than 125-feet of street frontage, a third access requires justification by a traffic engineering study. The applicant has discussed the proposed garage access on SE Columbia Way with city transportation staff and staff has no objections or concerns regarding the access, but a written analysis and justification is still necessary to adequately document the decision per Code requirements. Prior to civil plan approval, the applicant must provide a memo or addendum to the Traffic Analysis Report that discusses the reason for the proposed garage access on SE Columbia Way. This memo or addendum must include a discussion of other access options that were considered and an explanation of why these options are not feasible.

The proposed use is located within the #102 Transportation Analysis Zone. The proposed project contributes PM peak hour trips to the following Transportation Management Zones (TMZ):

Corridor Name	Corridor Limit	PM Peak Trips
Mill Plain Blvd	Fourth Plain Blvd to I-5	2
Mill Plain Blvd	I-5 to Andresen Road	28
Fourth Plain Blvd	Mill Plain Blvd to I-5	2
Fourth Plain Blvd	I-5 to Andresen Road	7

Based on the above table, **prior to the issuance of civil plan approval, the applicant shall pay concurrency modeling fees totaling \$1,500.00.** Pursuant to the applicant's information, the project will not distribute trips to any other Concurrency Monitoring Corridors. The submitted documentation fulfills the City's requirements for concurrency analysis.

As discussed above, the traffic analysis prepared for the existing DA identified and vested 314 PM peak hour trips. To ensure compliance with the findings of the traffic analysis

prepared for the DA, a Trip Generation Debiting and Proportionate Share Contribution Report, dated March 17, 2022, was prepared by Otak. The Otak report updated the trip generation calculations for the project, based on the current project scope. Based on this information, the proposed project will generate 2,713 new Average Daily Trips (ADT), including 156 new AM peak hour trips and 312 new PM peak hour trips. **Therefore, the Otak report demonstrates that the cumulative number of weekday PM peak hour trips generated by the proposed development are within the total allocation of PM peak hour trips vested by the DA.**

The applicant's traffic analysis provides distribution of trips used to establish the proportionate share contribution towards off-site traffic mitigation projects pursuant to VMC 11.80.080(C). A list of the intersection(s) slated for proportionate share contributions is as follows:

Intersection	Fee Rate	Number of Trips	Proportionate Share
Grove St / Columbia House Blvd / SR-14 WB off-ramp	\$600 per AM peak hour trip	18	\$10,800
Total Proportionate Share Cost			\$10,800.00

Based on the above table, **prior to the issuance of civil plan approval, the applicant shall pay proportionate share fees totaling \$10,800.**

Transportation Impact Fees (TIF) are imposed per VMC 20.915, and per the conditions of the DA. See the section of this staff report addressing VMC 20.915 for calculation of TIF.

Conclusion: The proposed development meets the requirements of VMC 11.70 as conditioned.

11.80 Transportation – Street & Development Standards

Finding: The applicant is proposing a Master Plan for a mixed-use development with 217 multi-family dwelling units, approximately 115,500 square feet of commercial space, and 370 structured parking spaces, consistent with the existing Development Agreement (DA). The site is located at 101 and 111 SE Columbia Way. Access to the site will be by way of a looped driveway connected to SE Columbia Way and a driveway on SE Columbia Way to access the proposed parking garage.

SE Columbia Way is designated a Minor Arterial. The existing road along the property frontage of SE Columbia Way includes asphalt roadway, curb, gutter, planter strip with street trees, 14-foot shared-use path, and storm drainage. If the existing right-of-way is substandard, right-of-way dedication will be required to accommodate the proposed frontage improvements.

SE Columbia Way received a pavement treatment in October 2019. Pursuant to VMC 11.80.100(B), a street cut prohibition is in effect through October 2024. The applicant proposes to cut the streets to install utilities and/or construct the required frontage improvements. In order to deviate from the five-year street-cut moratorium, this proposed

work requires a Minor Road Modification pursuant to VMC 11.80.160. The applicant has submitted a Minor Road Modification request for the proposed work and Transportation staff has reviewed and approved the request. **Prior to Civil Plan Approval, the applicant must include the City of Vancouver standard advanced pavement restoration requirements on the civil drawings. Prior to the issuance of Occupancy Approval, the applicant shall comply with all requirements set forth on the civil drawings pursuant to the Minor Road Modification approval.**

Prior to the issuance of Occupancy Approval, the applicant must provide the following improvements for SE Columbia Way, per City of Vancouver standards:

- **Install additional pavement width as necessary to meet the required standard.**
- **Install 15-foot “Heritage” sidewalk and streetlights. See detailed street lighting requirements below.**
- **Install driveway accesses at all three site entrances.**
- **Remove any existing unused driveway accesses.**
- **Modify existing striping as necessary.**
- **The existing pedestrian crossing which serves the trail to Old Apple Tree Park and the Vancouver Land Bridge must be reconstructed and enhanced to provide a raised pedestrian crossing with RRFB lights and signage.**
- **Install traffic control devices as warranted and storm drainage (as required by the City Stormwater Ordinance.**

The City will allow phasing of the SE Columbia Way frontage improvements and the riverfront boardwalk in conjunction with any proposed phasing plan. However, pedestrian and bike connectivity must be continually maintained at all times during construction of the project. Therefore, no section of the existing shared-use path along the frontage of SE Columbia Way can be closed until the entire boardwalk is built connecting both ends of the shared use path.

Street lighting is required on public streets per VMC 11.80.090 and on private streets per VMC 11.80.050(L). Any substandard street lighting shall be required to be upgraded to current city standards as part of this project. Street lighting shall be installed and/or updated to meet the design standards per City Standard Plans T21-01A through T21-01D. If the applicant proposes to retain the existing lighting or install lighting that exceeds the maximum spacing requirement a photometric analysis will be required to ensure the lighting level standards are met. If the maximum spacing per T21-01A is met, the photometric analysis is not necessary.

When required, photometrics shall be analyzed in zones. Zones for each direction of travel of a straight roadway are done in luminance method. Intersections, sidewalks, and curved roadway sections are their own zones and done in illuminance. Average maintained luminance is measured in candela per square meter. Veiling luminance shall be shown. Average maintained illuminance is measured in foot-candles. Stationing is a required item

on the lighting plans. IES files for lighting software can be obtained from lighting manufacturer. Use lighting materials from the COV approved material list.

New lights will be LED and existing HPS lights will be retrofitted to LED unless otherwise noted by Traffic. Any new or existing lights that are within ten feet of primary power and/neutral lines, will require the developer to raise the power lines. The developer will need to work with Clark Public Utilities for requirements and costs.

Conclusion: The proposed development meets the requirements of VMC 11.80 as conditioned.

Exhibit 8



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

October 13, 2022

**Notice of Application, Remote Public Hearing, and
Optional SEPA Determination of Nonsignificance
Kirkland Renaissance Boardwalk
PRJ-163131/LUP-82094**

Request: Master plan, shoreline substantial development permit, shoreline conditional use permit and zoning code variance approval to construct a mixed-use development with approximately 217 multi-family dwelling units, 115,500 square feet of commercial space and 370 structured parking spaces.

Application was submitted Jan. 25, 2022 and deemed fully complete Oct. 4, 2022.

Location: 101 and 111 SE Columbia Way

Contact: Li Alligood, Otak, Inc., 700 Washington Street, Suite 300, Vancouver, WA 98660
503-415-2384

Applicant: Dana Gardner, Kirkland Development LLC, 2370 E 3rd Loop Ste 100, Vancouver, WA 98661 360-816-1490

Remote Public Hearing Scheduled Land Use Hearing conducted by the Hearing Examiner
Tuesday, January 17, 2023, 6 p.m.

The City of Vancouver will be holding a virtual hearing on this matter. Interested parties can participate in the virtual hearing by emailing the project manager at keith.jones@cityofvancouver.us.

Under the authority of VMC 20.790.230, the City of Vancouver will use the optional combined determination of nonsignificance (DNS) and notice of application process. Based on the initial review of the proposed project, the city expects to issue a final DNS on the proposal, finding the project will not create probable significant adverse environmental impacts.

The comment period for the notice of application may be the only opportunity to comment on the environmental impacts of the proposal. The proposal may include mitigation measures under applicable codes, and the review process may incorporate or require mitigation measures regardless of whether an environmental impact statement is prepared.

Comments on the project received electronically before 4 p.m., Nov. 14, 2022, will be incorporated into the staff report; comments received electronically after that date will be presented at the hearing.

Appeals to the SEPA determination to the Hearing Examiner shall be filed in writing within 14 calendar days following the issuance of a final SEPA determination. The Hearing Examiner decision on any SEPA appeal shall be final and not subject to further administrative appeal. The final SEPA determination will be issued after the comment period closes. A copy of the final determination may be obtained upon e-mail request. Please include any one of the project numbers listed.

The hearing examiner will make a recommendation to the City Council who will hold a public hearing. The City Council decision shall be final with no additional local appeal.

Case Manager: Keith Jones, Senior Planner
E-mail: keith.jones@cityofvancouver.us



Oct. 13, 2022

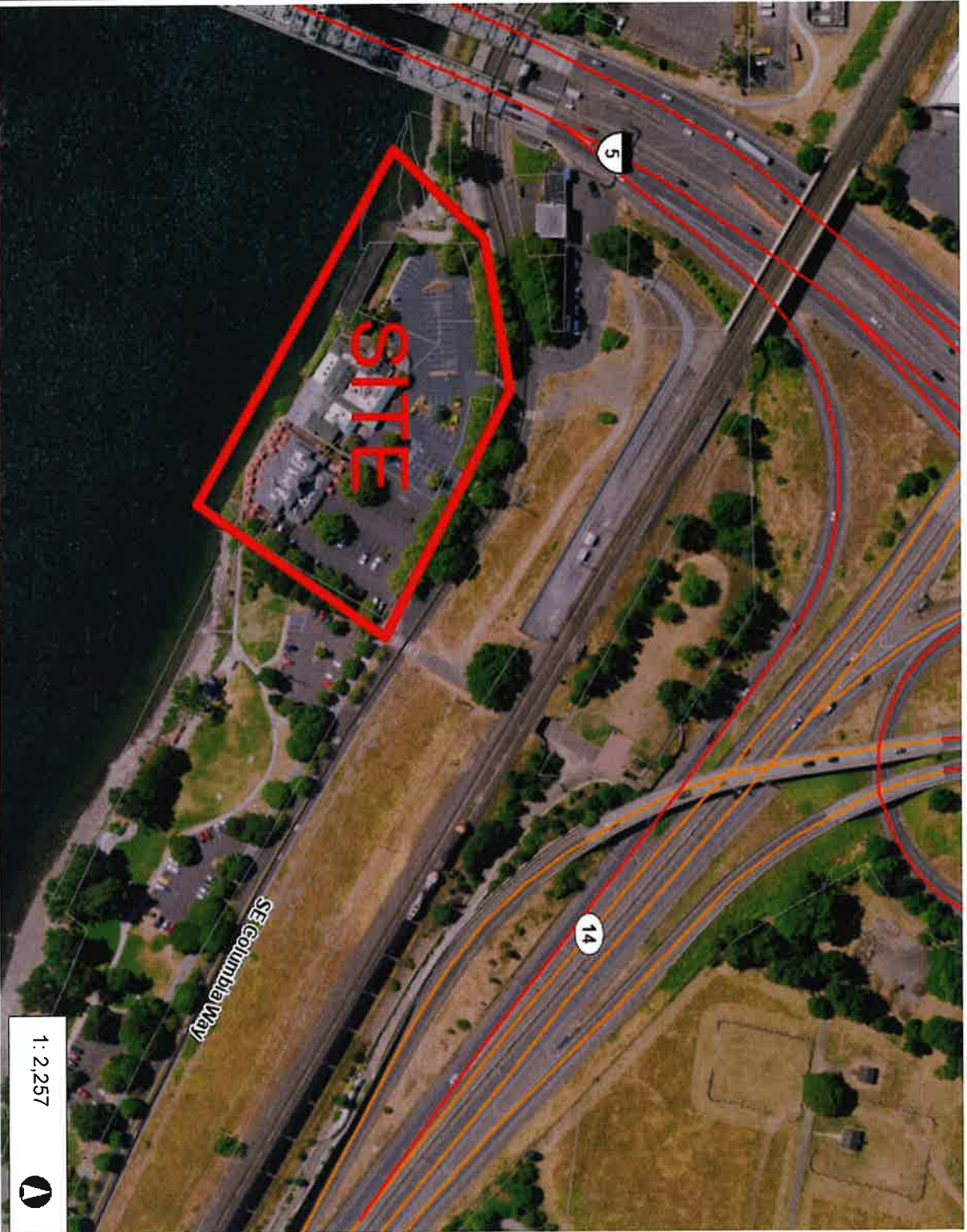
Name

Date

Coverage of this hearing is being cablecast live on Clark/Vancouver Television Channel 23, Comcast Cable Television System.



Kirkland Renaissance Boardwalk PRJ-163131/LUP-82094



Legend

- ☐ Taxlots
- All Roads**
 - Interstate
 - State Route
 - Arterial
 - Forest Arterial
 - Minor Collector
 - Forest Collector
 - Private or Other

Notes:

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

1 : 2,257



376.2 0 188.08 376.2 Feet
WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA, GIS - <http://gis.clark.wa.gov>



Exhibit 9

Memorandum

To: Examiner Rice, Hearings Examiner
From: Casey McKenna, AIA | Studio Leader Otak
Copies: Keith Jones, City of Vancouver
Date: January 25, 2023
Subject: LUP-82094: PRJ-163131-RENAISSANCE BOARDWALK, SOLID WASTE STAFF RERPORT REVISION
Project No.: 18923

Please add to the record the following summary of compliance regarding LUP-82094: PRJ-163131-RENAISSANCE BOARDWALK, SOLID WASTE STAFF RERPORT REVISION:

Based on prior discussions with City staff, our design includes 175 units (including all Type A units) within 150 feet of the trash chute (see Sheets A2 and A8 – A14). We will submit for a minor adjustment at the time of the building permit for the remaining 42 units.

See attached sheets for reference.



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

www.cityofvancouver.us

November 17, 2022

**Notice of Final Determination of Nonsignificance (DNS)
Kirkland Renaissance Boardwalk
PRJ-163131/LUP-82094**

The city issued a determination of nonsignificance for this project Nov 16, 2022; this determination is retained. The city received comments from the Department of Ecology and WSDOT.

It has been determined the following described project will not have a probable significant adverse impact on the environment. Under the authority of WAC 197-11-330(1) and 197-11-350, a determination of nonsignificance has been issued.

Request: Master plan, shoreline substantial development permit, shoreline conditional use permit and zoning code variance approval to construct a mixed-use development with approximately 217 multi-family dwelling units, 115,500 square feet of commercial space and 370 structured parking spaces.

Location: 101 and 111 SE Columbia Way

Applicant: Dana Gardner, Kirkland Development LLC, 2370 E 3rd Loop Ste 100, Vancouver, WA 98661 360-816-1490

Requests to appeal this decision must be made in writing within 14 calendar days after the date the decision is mailed. The letter of appeal shall state the case number designated by the city, the name of the applicant, name and signature of each petitioner, a statement showing that each petitioner is entitled to file the appeal under VMC Chapter 20.210, the specific aspect(s) of the decision and/or SEPA issue being appealed, the reasons each aspect is in error as a matter of fact or law, and the evidence relied on to prove the error. A substantive appeal of the SEPA determination must be filed in conjunction with and within the limitation period applicable to an available administrative appeal of the applicable permit or approval (VMC 20.790.640.D).

All appeals, along with the required fee, must be received by 4 p.m., Dec. 1, 2022.

Due to the limited days the permit center is open for walk-in assistance, the appeal request shall be emailed to epians@cityofvancouver.us as well as to the case manager's e-mail address below and the appeal fee electronically paid to the City of Vancouver.

Responsible Official: Keith Jones, Senior Planner

E-mail: keith.jones@cityofvancouver.us

November 17, 2022

Name

Date

06/05/2023
06/26/2023

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE conditionally approving a master plan, design review, shoreline substantial development permit, shoreline conditional use permit and zoning variance, subject to specified conditions of approval necessary to mitigate findings of potentially adverse impacts on surrounding properties, for the Renaissance Boardwalk development; and providing for an effective date.

WHEREAS, on January 17, 2023, a virtual open record hearing was held before the Vancouver Hearings Examiner regarding the application for approval of the master plan, design review, shoreline substantial development permit, shoreline conditional use permit and zoning variance for the Kirkland Renaissance Boardwalk development (the “Renaissance Boardwalk Application”) to be located on approximately 2.03 acres in Clark County, Washington and currently addressed as 101 and 111 SE Columbia Way, Vancouver; and

WHEREAS, the Renaissance Boardwalk Application subject property is located on the Columbia River Shoreline Enhancement Plan District established in Vancouver Municipal Code (VMC) Chapter 20.620, a shoreline of statewide significance, located adjacent to the National Park Service Fort Vancouver National Historic Site and the City’s public recreational Columbia River Renaissance Trail, and located within the Vancouver Airport Overlay District as established under

ORDINANCE - 1

VMC Chapter 20.570 to protect the health, welfare, safety and quality of life of the general public, property owners, and aircraft operators and to protect the long-term viability of Pearson Field Airport as an essential public facility; and

WHEREAS, on February 3, 2023, the Vancouver Hearing Examiner issued formal Findings, Conclusions, and Recommendations (In the Matter of the Application of Kirkland Development LLC, File PRJ-163131, LUP-82094) (the “Hearing Examiner Report”) recommending to the Vancouver City Council approval of the Renaissance Boardwalk Application master plan, design review, shoreline substantial development permit and shoreline conditional use permit and denial of the zoning variance based on applicable Vancouver Municipal Code criteria for review, as cited in the Hearing Examiner Report, and subject to certain conditions of approval specified therein; and

WHEREAS, the Vancouver City Council considered the Hearing Examiner Report, the City of Vancouver Staff Report No. PRJ-163131/LUP-82094 dated May 23, 2023 (“Staff Report”), and this ordinance at a first reading on June 5, 2023 and a second reading and public hearing on June 26, 2023 (“Public Hearing”) and made certain findings on the Renaissance Boardwalk Application as demonstrated in the Hearing Examiner Report, the Staff Report, the Public Hearing, and as described herein; and

WHEREAS, absent City Council imposing certain additional conditions of approval as necessary to mitigate potentially adverse impacts on surrounding properties resulting from development pursuant to VMC 20.260.050.C, the Renaissance Boardwalk Application as submitted would fail to comply with the required approval criteria of VMC 20.260.050; and

WHEREAS, the Staff Report appropriately articulates those conditions of approval recommended in the Hearing Examiner Report and the additional conditions City Council, as the

ORDINANCE - 2

review authority, has determined are necessary to impose on the Renaissance Boardwalk Application for approval (“Conditions of Approval”); and

WHEREAS, because of the findings and conclusions articulated in the Hearing Examiner Report, the findings contained in the Staff Report, and the findings established through the Public Hearing, the Vancouver City Council has determined that, subject to the Conditions of Approval, the Renaissance Boardwalk Application is consistent with the City of Vancouver Comprehensive Plan and the underlying zoning of the property.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings.

A. The Vancouver City Council finds that, subject to the Conditions of Approval, the Renaissance Boardwalk Application meets the following criteria, as required by VMC 20.260.050:

1. Content. The concept plan contains all of the components required in Section 20.260.070. The proposed development and uses comply with all applicable standards of the Title as conditioned.
2. Architectural and site design. The proposed development demonstrates the use of innovative, aesthetic, energy-efficient and environmentally-friendly design and materials.
3. Transportation system capacity. There is sufficient capacity in the transportation system to safely support the development.
4. Availability of public services. There is sufficient capacity within public services such as water supply, police and fire services, and sanitary waste and storm water disposal, to adequately serve the development.

ORDINANCE - 3

5. Protection of designated resources. City-designated resources such as historic landmarks, significant trees and sensitive natural resources are protected in compliance with the standards in this and other Titles of the VMC.
6. Compatibility with adjacent uses. The concept plan contains design, landscaping, parking, traffic management and multi-modal transportation elements that limit conflicts between the planned development and adjacent uses.
7. Mitigation of off-site impacts. All potential off-site impacts including litter, noise, shading, glare and traffic, will be identified and mitigated to the extent practicable.

B. The Conditions of Approval are necessary to mitigate potentially adverse impacts on surrounding properties to the greatest extent practicable and must be imposed on the Renaissance Boardwalk Application for compliance with VMC 20.260.050 to be demonstrated and for City Council approval to be granted.

C. The information for the concept development plan has been submitted and approved, as required by VMC 20.260.070.

D. Subject to the Conditions of Approval, the concept development plan of the Renaissance Boardwalk Application is consistent with the Comprehensive Plan and the underlying zoning.

E. City Council hereby adopts the foregoing findings and the findings of the Vancouver Hearings Examiner contained in the Findings, Conclusions, and Recommendation, which is attached hereto as the Hearing Examiner Report and is hereby incorporated by reference, as its own, with one exception. Council hereby approves the zoning variance request based on the following additional findings in support of approval, as required by VMC 20.290.040:

1. Unusual circumstances or conditions apply to the property and/or the intended use that do not apply generally to other property in the same vicinity or district;
2. Such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant such as is possessed by the owners of other properties in the same vicinity or district;
3. The variance requested is the least necessary to relieve the unusual circumstances or conditions identified in Subsection (1) above;
4. The authorization of such variance will not be materially detrimental to the public welfare or injurious to property in the vicinity or district in which property is located;
5. Any impacts resulting from the variance are mitigated to the extent practicable;

The most comparable and closest developable property is the Vancouver Waterfront. Per Exhibit J of the Vancouver Waterfront Development Agreement (5581861 AMD), the 12,000 square foot floor area limitation under VMC 20.639.050 does not apply in the Vancouver Waterfront Master Plan. Therefore a substantial property right applies to the Waterfront Master Plan that would not apply to this site if the variance were not approved.

Unlike the Vancouver Waterfront Master Plan, this site is directly next to the river, where the developable area of the Vancouver Waterfront is setback from the river. Shoreline Setbacks apply to this site that do not impact the developable area of the Vancouver Waterfront. Particularly the 100 foot shoreline setback for multi-family residential as required by the Vancouver Shoreline Master Program Table 6-1. This along with the unusual shape of the lot and need to provide windows within the apartment units, limit the area where the additional residential units and density can be placed within the building area. Therefore unusual circumstances do apply to the site that do not apply elsewhere.

ORDINANCE - 5

Section 2. Legal Description.

The legal description of the lands referred to in this ordinance is as follows:

Parcel 502290000, 502295000, 502300000, 38279908, 47585000 and 502280000 located in a portion of the northeast quarter of Section 34, Township 2 North, Range 1 East, and southeast quarter of Section 27, Township 2 North, Range 1 East, Willamette Meridian, Clark County, Washington.

Section 3. Approval Granted.

Based upon the Hearing Examiner Report, the Staff Report, and foregoing findings, as well as the findings contained in Staff Report No. PRJ-163131/LUP-82094, which is attached hereto as the Staff Report and hereby incorporated by reference, and subject to the Conditions of Approval specified in the Staff Report, conditional approval of the Renaissance Boardwalk Application, consisting of the master plan, design review, shoreline substantial development permit, shoreline conditional use permit and zoning variance for the Renaissance Boardwalk development, is hereby granted..

Section 4. No Severability.

Each provision of this ordinance is dependent on the enforceability of all other provisions and is critical to the implementation of the Renaissance Boardwalk Application and fulfilment of the ordinance. Therefore, if any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder or the application of the provision to other persons or circumstances shall also be held invalid and approval of the Renaissance Boardwalk Application shall be deemed unenforceable.

Section 5. Effective Date.

ORDINANCE - 6

This ordinance shall take effect fifteen (15) days after passage and publication.

First Reading: June 5, 2023

DATE OF FINAL PASSAGE by the Vancouver City Council:_____.

SIGNED this _____ day of _____, 2023.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 7

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE conditionally approving the master plan, design review, shoreline substantial development permit, shoreline conditional use permit and zoning variance, subject to specified conditions of approval necessary to mitigate findings of potentially adverse impacts on surrounding properties, for the Renaissance Boardwalk development; and providing for an effective date. The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).



MEMORANDUM

DATE: May 23, 2023

TO: Mayor and City Council
CC: Eric Holmes, City Manager

FROM: Keith Jones, Senior Planner

RE: Renaissance Boardwalk development – Proposed Amended Conditions of Approval PRJ-165963/LUP-81596

Background

Recommended conditions of approval are contained in the Vancouver Hearing Examiner recommendation to City Council dated February 3, 2023.

Updated Conditions of Approval

Two workshop meetings were held with City Council on April 17, 2023 and May 1, 2023. To address Council comments and recommendations raised at the workshop meetings, the recommended conditions of approval have been amended as follows.

Additions are in yellow highlight with double underline and removal in strikethrough.

General

1. Comply with the requirements of the Washington State Department of Ecology letter dated November 14, 2022 (Exhibit 1.M).
2. Changes to green building standards, currently specified as adherence to LEED Gold or equivalent, shall not be modified without approval from City Council via a modified development agreement.
3. Unobstructed public access shall be maintained at all times along the Renaissance Riverfront Trail that is located at the north end of the site. Public access shall be accommodated at all times during construction.

Prior to Ground Disturbing Activity

4. Prepare an archaeological monitoring & inadvertent discovery plan (MIDP). Submit the MIDP to staff along with any correspondence with the Department of Archaeological and Historic Preservation (DAHP) related to preparation of the MIDP.

Prior to Civil Plan Approval

5. Pay concurrency modeling fee of \$1,500.
6. Pay proportionate share fees totaling \$10,800.

Renaissance Boardwalk development - PRJ-165963/LUP-81596

May 23, 2023

Page 2 of 8

7. The 40-foot sewer easement that runs along the western end of the site shall not be encumbered in any way including building overhangs.
8. Lighting must be shielded and/or directed away from I-5 in accordance with RCW 47.36.180.
9. New and existing fire hydrant locations related to this project shall be shown.
10. Fire department connections shall be shown to be located within 150 feet hose lay of a hydrant.
11. Include the following note on the water utility pages: "Underground fire sprinkler supply mains shall be installed only by contractors in compliance with WAC 212-80 and endorsed in accordance with VMC 16.04.095 under separate permit."
12. Include an approved fire response plan in both the civil plans and the architectural plans.
13. Consistent with Transportation Staff analysis in the record at Exhibit 7, the Applicant shall provide a memo or addendum to the traffic analysis report that discusses the reason for the proposed third site access from SE Columbia Way. This memo or addendum must include a discussion of other access options that were considered and an explanation of why these options are not feasible.
14. The building design shall be amended to include façade treatments, mechanical equipment, and windows designed and arranged to prevent bird collisions using the best available technology consistent with SMP 5.6.3.2 and 5.6.3.3.
15. The landscape plan shall identify trees and shading along the river boardwalk and south elevation of the building consistent with the graphic prepared by Otak titled "KRB – Trail Tree and Shade" dated May 5, 2023.

Prior to Building Permit Issuance

16. Adjust and/or consolidate boundary lines as necessary to comply with the building code.
17. The 40-foot sewer easement that runs along the western end of the site that shall not be encumbered in any way including building overhangs.
18. Lighting must be shielded and/or directed away from I-5 in accordance with RCW 47.36.180.
19. Obtain a letter of no hazard from the FAA including any approvals for construction cranes.

Note: Preliminary discussions with the FAA indicate that construction cranes extending above the FAA-approved building height will likely not be approved. Therefore the applicant will likely need to use alternative construction methods.

20. Increase the size of the commercial solid waste room to meet the minimum required solid waste storage space (1,255 square feet). Provide more detail on commercial trash room such as footprints for intended solid waste receptacles and equipment.
21. The project shall ensure adequate solid waste collection vehicle access for residential units as well as commercial units. The proposed design must be altered to ensure adequate access, either by relocating residential collection to the commercial solid waste collection location, or by redesigning the building to allow for collection trucks to safely drive under the two building overhangs, or in some other manner approved by the City. Overhead clearance of 16 feet is advised, but a minimum of 14 feet 6 inches clearance would be reviewed for approval if clear of other obstructions such as surface changes, like speed bumps, or ceiling obstructions.
22. Prepare buildout wastewater discharge flow (demand) estimates. Use one or more industry standard wastewater flow estimation methods. Prepare a brief narrative summarizing methods and submit with the civil plans.
23. Civil plans shall include the following public sanitary sewer improvements and other features: Design downstream public gravity sewer improvements needed to accommodate buildout wastewater flows. Design a new public sanitary sewer extension east in SE Columbia Way to provide depth and additional service laterals. Provide separate sanitary sewer service laterals for each building and/or major type-of-use. Specify which service laterals will serve which buildings and uses. Show and note required outside grease interceptors on the civil and site plans. Specify which plan set (building or civil) will construct.
24. If building plumbing cannot be reasonably be separated and common (shared) service lateral connections must be used, include a brief explanatory note on the civil plans and specify which service laterals will serve which buildings and uses.
25. If common (shared) water meters are required to serve separate primary types-of-use that calculate sewer SDC based on water meter size, include water demand calculations determining nominal water meter sizes that would have been required for each use. Specify on the civil plans or submit separately with the plans.
26. Complete the sanitary sewer design on the civil drawings. Prepare according to Vancouver's current General Requirements and Details for Design and Construction. Address redline comments and submit the final design for civil plan approval.
27. Show Base Flood Elevation on-site and grading plans and all building elevation drawings.
28. Submit narrative for how building will comply with requirements of Chapter 5 of ASCE 7, ASCE 24 and Section 1612 of the International Building Code for buildings located within flood hazard area.
29. Submit a noise impact reduction plan prepared by a Washington-licensed professional engineer or architect for review and approval by the City. The plan shall address the performance standards

contained in VMC 20.520 including how the construction will achieve a day/night average interior noise level of 45 Ldn or less.

30. Record a disclosure statement that documents how the premises may be adversely affected by noise for each lot in the development as required by VMC 20.510. The disclosure statement shall specifically mention the close proximity to Pearson Airport and that airplanes frequently take off and land within close proximity to the development.

31. Revise the plans so that resident trash rooms are within 150 feet of all units per the tenant access requirements of VMC 20.970.030.A.3, or obtain approval of a variance or approval of a minor adjustment of the requirement from the Planning Official.

32. ~~Revise the plans so that the gross floor area of each floor over 75 feet in height does not exceed 12,000 square feet in area.~~

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33. Due to the location of the seawall within an area of moderate-to-high liquefaction risk, and the proximity of the seawall to major regional assets including without limitation, a multi-use public recreation trail, federally navigable waters, and an interstate bridge, the City shall conduct a third-party engineering analysis of the existing conditions of the seawall and verification of the seawall engineering plans demonstrating that the design specifications are structurally sufficient to improve the quality and safety of the seawall to protect the health, welfare, safety, and quality of life of the general public, property owners, and to protect the long-term viability of essential public facilities and the Columbia River shoreline.

34. Because of this high risk to the Columbia River shoreline, prior to commencing groundwork excavation, the applicant shall submit a security in favor of the City of Vancouver in the form of: i) a performance bond of the Developer's obligations under the Development Agreement for construction of the Renaissance B-boardwalk and any additional work that may be necessary to repair potential damage to surrounding properties and improvements, including the Columbia River seawall, as a result of the boardwalk construction work; and (ii) a payment bond assuring payment of all persons supplying labor and material in the execution of the work undertaken as a result of construction work for the Renaissance B-boardwalk and any additional work that may be necessary to repair potential damage to surrounding properties and improvements, including the Columbia River seawall, in an amount equal to not less than \$2,000,000 at least 120% of the total project costs for this portion of the project. The payment bond can be reduced to 100% of the total project costs after completion of the boardwalk replacement part of the project. City Building Official is authorized to direct release of the bonds after making a determination that the boardwalk construction work is structurally complete and that construction impacts to the seawall are adequately mitigated.

Prior to Combustible Construction

35. Fire hydrants for emergency use shall be established and maintained.

36. Fire apparatus access roads shall be established and maintained.

37. Site security measures shall be installed to prevent unauthorized access.

38. Apply for and receive preliminary approval for the smoke control conceptual permit.

During Construction

39. Pay sewer application fees and system development charges for each separate type-of-use.

Secure connection permits and connect new building sewers to the new service laterals according to the plumbing code.

40. A final erosion/sedimentation control plan shall be submitted.

41. A final stormwater plan and final storm report shall be submitted.

42. Temporary street and building address signage shall be visible and legible from the street fronting the property for emergency response during construction.

43. All fire safety provisions of the International Fire Code shall be adhered to.

44. No smoking signage shall be posted throughout the site except in designated smoking areas.

45. Site security shall be maintained to prevent unauthorized access.

46. Consideration for emergency vehicle access shall be taken when staging materials for construction.

47. The applicant shall record public access easements along the east and west access walks and along the riverfront walk.

48. Submit a 36 month construction schedule and identify the timing and temporary road closure planned during construction.

49. The applicant shall perform monitoring of the wall during construction for any movement of the wall. The monitoring of the wall shall be to the satisfaction of the Building Official.

50. The applicant shall perform site assessments during excavation work. The site assessments shall be performed to the satisfaction of the Building Official.

51. In the event of a failure of the existing seawall during construction, the applicant shall complete the following:

- 1) Notify local, state and federal agencies;
- 2) Develop cleanup and stabilization plan for short-term;
- 3) Develop long-term solution;
- 4) Complete regulatory permitting.

Note: Under Chapter 2.3.2.4 of the Vancouver Shoreline Master Program, the applicant shall obtain a Statement of Exemption from a Shoreline Permit for any emergency repairs.

An "emergency" is an unanticipated and imminent threat to public health, safety, or the environment that requires immediate action within a time too short to allow full compliance with this chapter. Emergency construction does not include development of new permanent protective structures where none previously existed.

Where new protective structures are deemed by the City to be the appropriate means to address the emergency situation, upon abatement of the emergency situation the new structure shall be removed or any permit that would have been required, absent an emergency, pursuant to chapter 90.58 RCW and the Vancouver Shoreline Master Program, shall be obtained.

All emergency construction shall be consistent with the policies and requirements of the Vancouver Shoreline Master Program and 90.58 RCW.

Prior to Issuance of Certificate of Occupancy

52. Comply with all requirements set forth on the civil drawings pursuant to the minor road modification approval.

53. Provide the following improvements for SE Columbia Way, per City of Vancouver standards:

- Install additional pavement width as necessary to meet the required standard.
- Install 15-foot "Heritage" sidewalk and streetlights. See detailed street lighting requirements below.
- Install driveway accesses at all approved site entrances.
- Remove any existing unused driveway accesses.
- Modify existing striping as necessary.
- The existing fees crossing that serves the trail to Old Apple Tree Park and the Vancouver Land Bridge must be reconstructed and enhanced to provide a raised pedestrian crossing with RRFB lights and signage.
- Install traffic control devices as warranted and storm drainage as required by the city stormwater ordinance.

Note: The City of Vancouver will allow phasing of the SE Columbia Way frontage improvements and the riverfront boardwalk in conjunction with any proposed phasing plan. However, pedestrian and bike connectivity must be continually maintained at all times during construction of the project. Therefore, no section of the existing shared-use path along the frontage of SE Columbia Way can be closed until the entire boardwalk is built connecting both ends of the shared use path.

54. Street and address signage shall be visible and legible from the street fronting the property for emergency response. If applicable, individual suite numbers shall be posted at the suite doors. Where applicable, apartment building designations shall be visible and legible from all potential fire lane approaches.

55. Required fire lane signage shall be installed.
56. Any fire protection features identified as being required during the construction permit review shall be installed and approved prior to occupancy.
57. If a fire department Knox-Box was identified as a requirement during the construction permit review, it shall be installed at an approved location and locked with the required content.
58. Permanent vehicle gates crossing required fire lanes shall remain unlocked or open until approved by the fire department.
59. Conditions identified in the construction permit shall be met.
60. All requirements of the applicable fire and building codes and their referenced standards shall be met notwithstanding approved construction plans.
61. A licensed landscape architect shall provide a certificate verifying that the landscaping has been installed per the City-approved construction documents. Please submit to Keith Jones, keith.jones@cityofvancouver.us.

Prior to Issuance of a Sign Permit

62. To mitigate visual impacts from signage, the applicant shall develop a site-specific signage plan for the project and obtain approval of either: a) a Special Sign District under VMC 20.960.110 or b) an amendment of the development agreement to include a site-specific signage plan. The signage plan shall include allowed sign type, location, size, illumination and materials as well as prohibited sign types and locations, and all proposed signs shall adhere to the approved signage plan. The applicant shall at a minimum incorporate the following in developing a site-specific signage plan:

Vancouver Shoreline Master Program SMP Section 6.3.12 Signs:

- All signs shall be located and designed to minimize interference with vistas, viewpoints, and visual access corridors to the shoreline.
- Overwater signs or signs on floats or pilings shall be prohibited, except when related to navigation or a water-dependent use.
- Illuminated signs shall be limited to informational, directional, navigational or safety purposes and shielded so as to eliminate glare when viewed from surrounding properties or watercourses.

Downtown Design Guidelines Manual

- Auto-oriented fascia signs shall be of minimum area required for readability from no more than two blocks away (400 feet).
- Select lettering sizes which will be more visible to the pedestrian than to vehicular traffic. No more than sixty percent of the sign face should consist of lettering

City Airport Overlay VMC 20.570.030(1) and VMC 20.570.030(2)(c) to (i)

- Ensure that signage does not result in glare in the eyes of pilots using Pearson Field Airport, impair visibility in the vicinity of the airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, take-off or maneuvering of aircraft intending to use the airport.
- In order to protect the health, welfare, safety, and quality of life of the general public, property owners, and aircraft operators and to protect the long-term viability of Pearson Field Airport as an essential public facility, signage must be appropriate for residential use within the Airport Overlay District and should not be visible from outside the district.

Staff Contact

Keith Jones- Senior Planner

360-487-7887

keith.jones@cityofvancouver.us

Renaissance Boardwalk Master Plan

June 26, 2023
Public Hearing

Keith Jones
Senior Planner

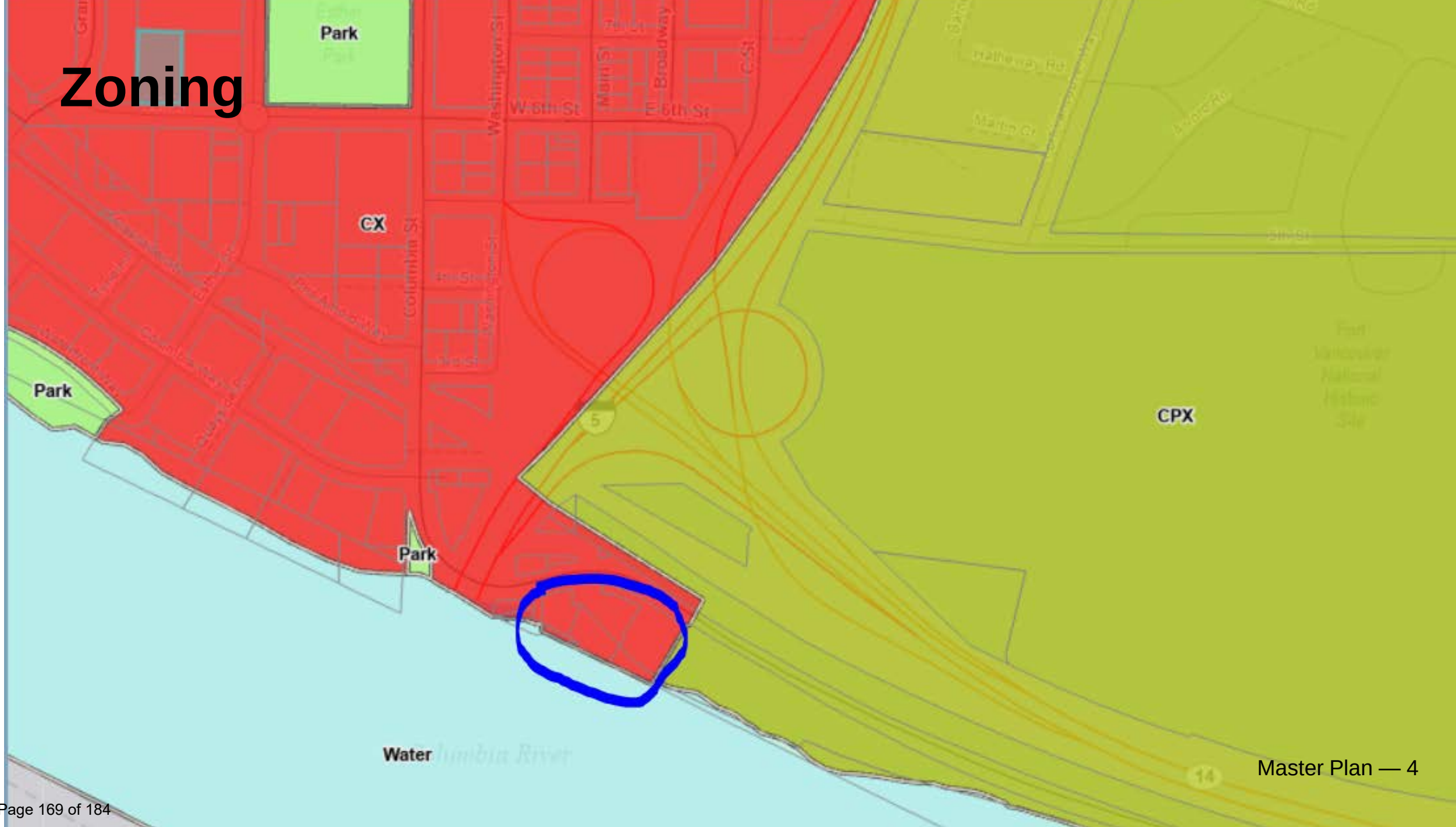


Agenda

- Project Overview
- Master Plan Requirements and Recommendation
- Variance Request (upper floor 12,000 square foot limitation)
- Council Approval Criteria and Conditions
- Next Steps



Zoning



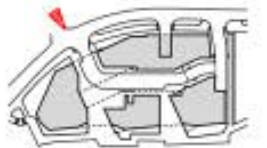
Project Elements

- Multiple mixed-use buildings totaling 400,000 sf
- 217-unit multi-family residential dwelling units
- 115,500 square feet of commercial space
- 370 structured parking spaces, one level below ground
- Variable height with maximum of 9 stories

Project Requirements

- Construction of a public boardwalk along the top of privately-owned shoreline wall to connect to existing trails (subject to DNR lease)
- Removal of City-owned derelict pier
- Retention of shoreline wall but removal of signage
- Creation of National Park Service (NPS) parking lots and green space in exchange for construction staging

North Elevation



Master Plan — 7

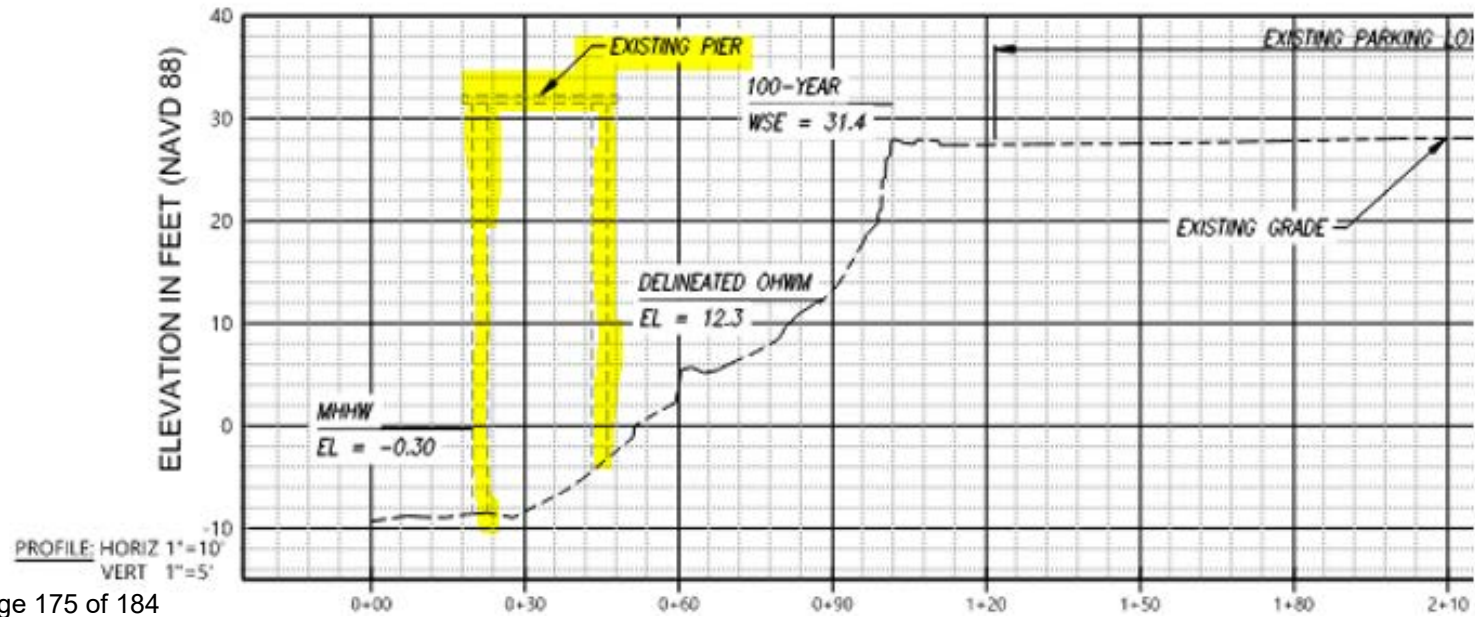
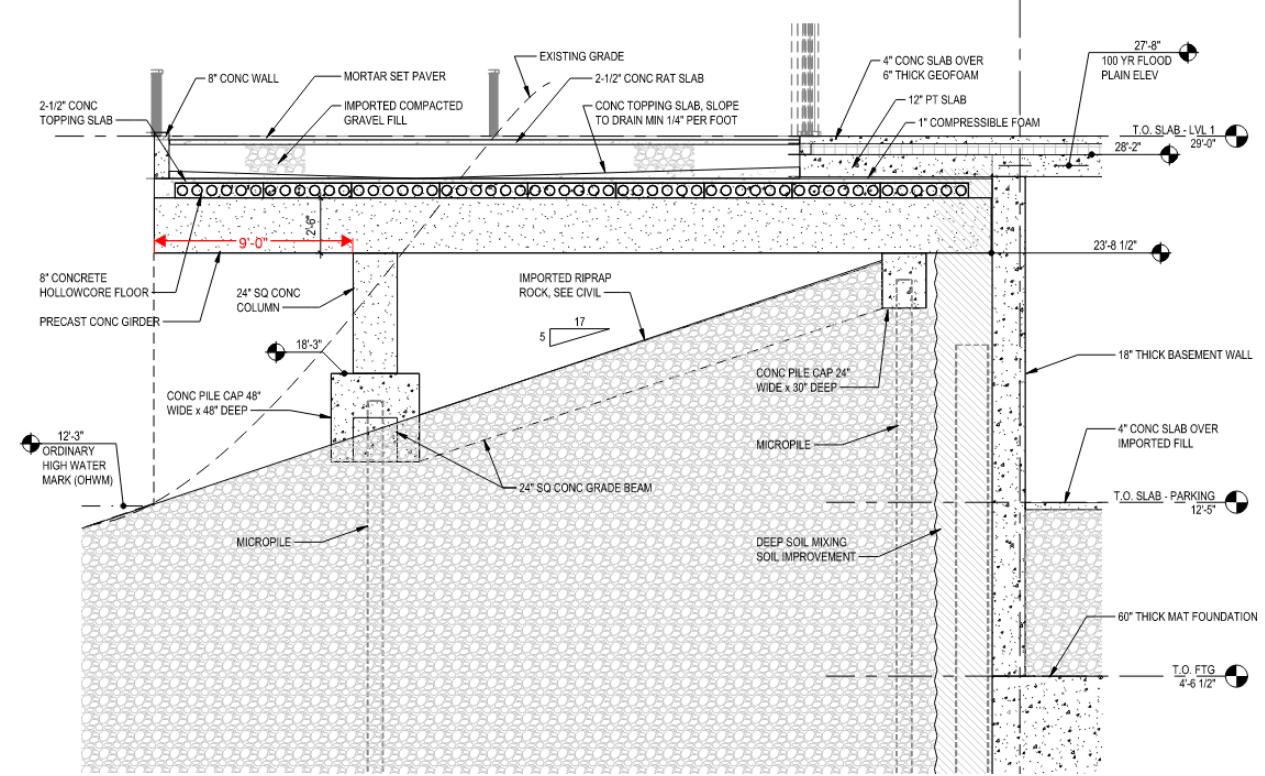
Northeast Elevation



Master Plan — 8







Master Plan Requirement

Columbia River Shoreline Enhancement Plan District VMC 20.620

- Prior to development a Master Plan Approval (Concept Development Plan) is required
- Master Plans are processed per VMC 20.260 Plan Developments
- Type IV Legislative (VMC Table 20.210.020-1)
- Sites of less than 25 acres are heard by Hearing Examiner who makes recommendation to City Council
- Conditions of Council approval extend to those necessary to mitigate potentially adverse impacts on surrounding properties (VMC 20.260.050(C))

Master Plan Approval Criteria (VMC 20.260.050)



Application must demonstrate compliance with all criteria:

1. Content – Submittal includes all components required by VMC 20.260.070
2. Energy-efficient architectural and site design
3. Transportation system capacity
4. Availability of public services
5. Protection of designated historic and natural resources
6. Compatibility with adjacent uses
7. Mitigation of off-site impacts

Applicant's Variance Request

- Applicant requests Variance approval
- Increase upper floor (8th floor) from maximum of 12,000 SF to 27,022 SF
- Staff recommends approval. Additional findings in support are included in the draft ordinance

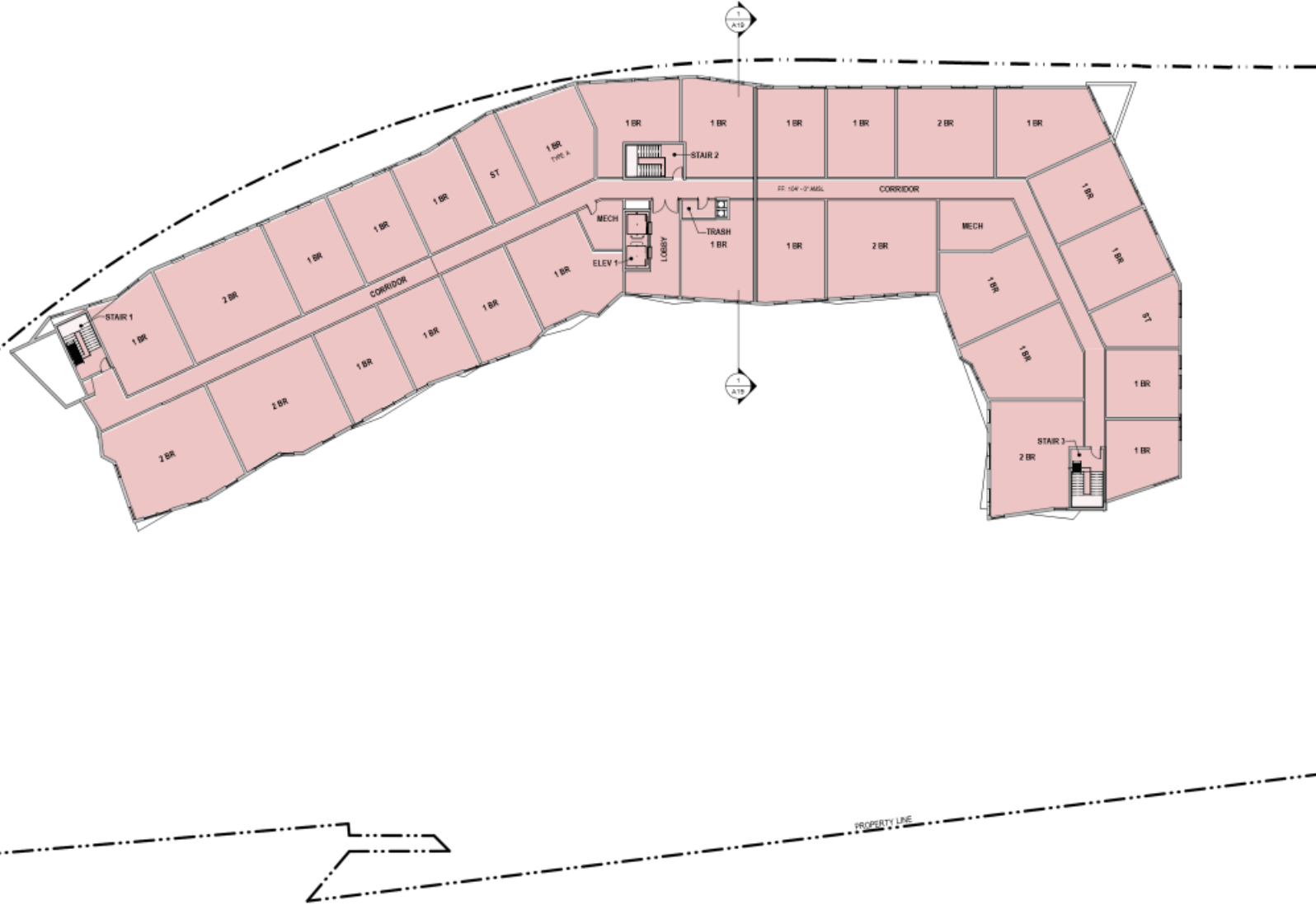
USES OF SPACE

RESIDENTIAL

Plot Date: 11/03/2021 11:43:13 AM

Revised Date: 11/03/2021 11:43:13 AM

1 FLOOR PLAN - LEVEL 08
A14 SCALE: 1/8" = 1'-0"



Otak Architects, Inc.
808 SW Third Avenue, Suite 300
Portland, OR 97204
Main 503.267.0820
www.otak.us

STAMP

CONSULTANT

KIRKLAND RENAISSANCE BOARDWALK

101 AND 111 SE COLUMBIA WAY
VANCOUVER, WA 98661

LEVEL 08 - FLOOR PLAN

TITLE

DATE DESCRIPTION

REVISIONS

ST. IS. RE. TV. ST.

DRAWN BY CHECK BY

LU/SUBMITTAL

STATUS

JANUARY 5, 2021

DATE

18623

PROJECT NUMBER

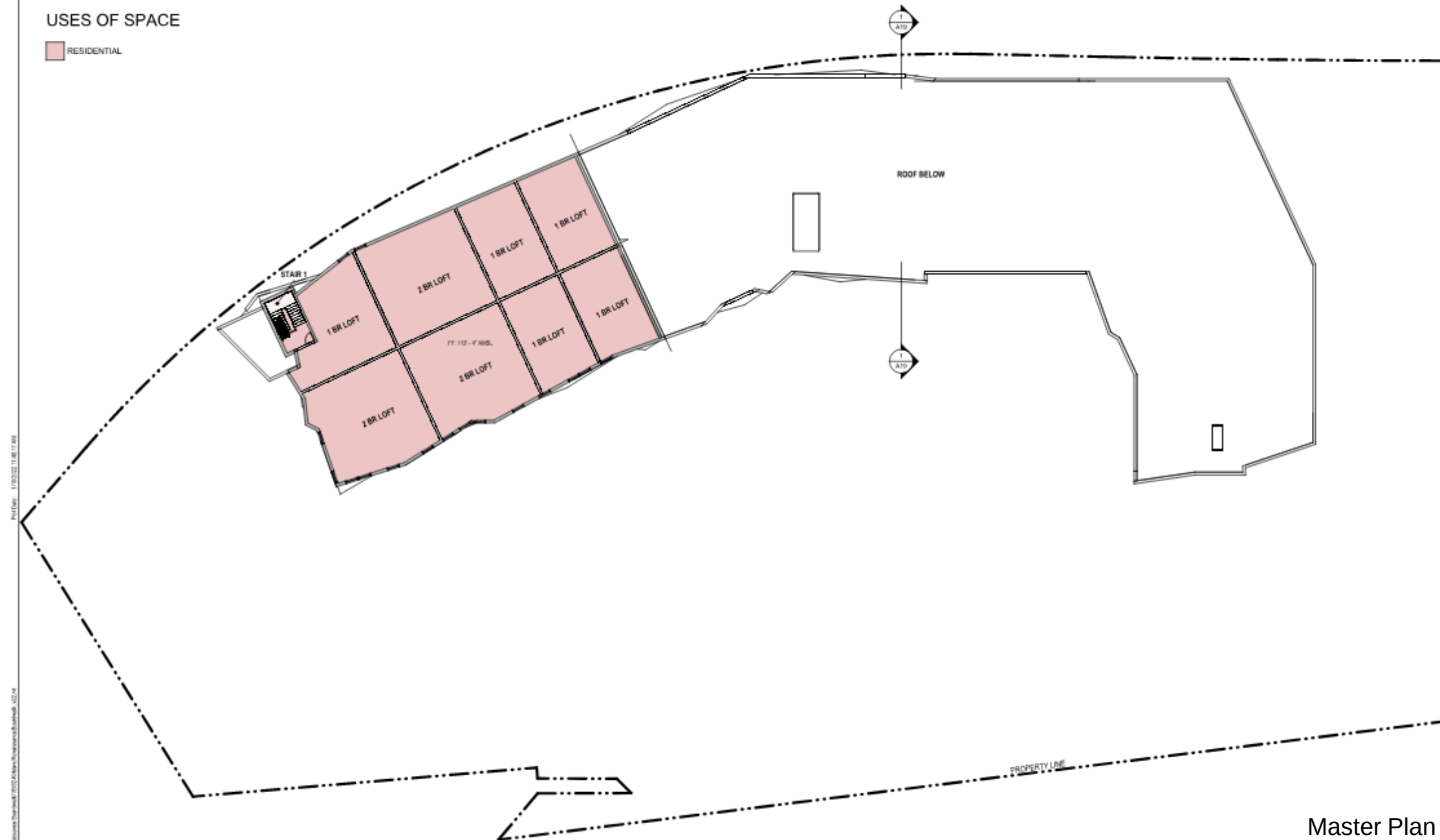
A14

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Master Plan — 16

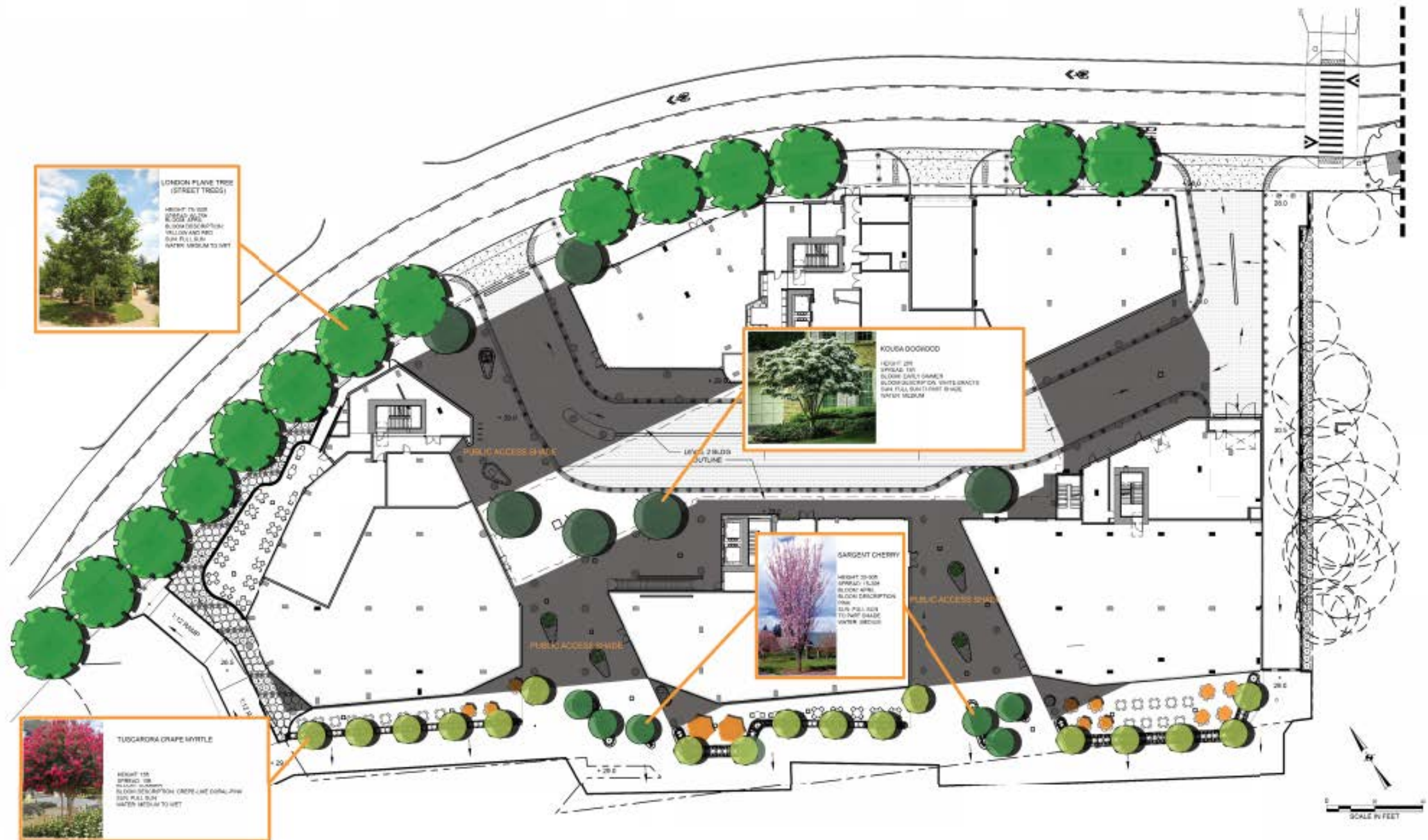
USES OF SPACE

RESIDENTIAL



Updated Conditions of Approval

- 1) Seawall City Building Department review
- 2) Plan in case seawall should fail during construction (back up plan)
- 3) Notice to residents of proximity to Pearson Airport
- 4) Additional shade trees
- 5) Establish Signage District
- 6) Findings in support of variance (12,000 SF limitation)



Next Steps

- File Shoreline Permit and Conditional Use with Department of Ecology
- Applicant applies for permits (Building and Engineering Permits)



Thank You





Item #13.

TO: Mayor and City Council

FROM: Council Committee 2 (Stober, Fox, Harless)

DATE: 6/5/2023

SUBJECT Appointment to the City Center Redevelopment Authority

Present Situation

The City Center Redevelopment Authority (CCRA) is appointed by City Council to oversee downtown redevelopment consistent with the Vancouver City Center Vision (VCCV) Plan. The board advises the Mayor and City Council on public-private partnerships, public assistance to private developments, and the business aspects of redevelopment projects and agreements in downtown Vancouver.

Committee 2 recently interviewed four candidates for one mid-term vacancy on the CCRA and recommends the appointment of Allison Reynolds with a term beginning immediately and expiring December 31, 2024.

If there are no objections, we would like to make this appointment at the Monday, June 5, 2023, Council meeting.

Action Requested

Appoint Allison Reynolds to the City Center Redevelopment Authority Board of Directors to a mid-term position beginning immediately and expiring Dec. 31, 2024.

Council Committee 2 (Stober, Fox, Harless)

ATTACHMENTS:



TO: Mayor and City Council

FROM: Council Subcommittee 2 (Stober, Fox, Harless)

DATE: 6/5/2023

SUBJECT Nomination of Appointment to the Clark County Arts Commission

Present Situation

The Clark County Arts Commission is an 11-member volunteer body that works to enhance and support the growth of the local economy through collaborations among arts patrons, artists, the business community, service groups, schools and cultural groups. The commission's work expands the opportunity and accessibility of community members to experience art in public places and works to create a more visually pleasing environment throughout the county.

Committee 2 interviewed two applicants for this mid-term vacancy and recommends the nomination of Russell Ford for appointment by Clark County Council. If confirmed, his appointment would begin immediately and expire December 31, 2026. The City's representative on the Clark County Arts Commission also simultaneously serves as the Art's Commissions representative on the City's Culture, Arts and Heritage Commission.

If there are no objections we would like to make this nomination of appointment at the Monday, June 5, 2023, Council meeting.

Action Requested

Nominate Russell Ford to the City's seat on the Clark County Arts Commission, mid-term appointment beginning immediately and expiring December 31, 2026.

Council Committee 2 (Stober, Fox, Harless)

ATTACHMENTS:

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

\$ 12,910,883.06 this 5th day of June 2023.

DocuSigned by:
Anne McEnerny-Ogle
MAYOR

Cyndi A. Turner
Digitally signed by Cyndi A. Turner
Date: 2023.05.30 13:54:29 -07'00'
AUDITING OFFICER

DocuSigned by:
Ty Stob
COUNCILMEMBER

DocuSigned by:
MWV
COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
May 15, 2023 - May 28, 2023	Accounts Payable Checks (see attached)	\$ 9,056,499.80
May 15, 2023 - May 28, 2023	Hansen City Payments (see attached)	\$ 21,851.20
May 15, 2023 - May 28, 2023	Visa Refunds (see attached)	\$ 4,751.61
May 15, 2023 - May 28, 2023	Payroll Checks (see attached)	\$ 3,827,780.45
TOTAL		\$ 12,910,883.06

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	11349	5/17/2023	7,219.00	Action Onsite Inc	
Supplier Payment	Check	11350	5/17/2023	407.00	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	11351	5/17/2023	5,440.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	11352	5/17/2023	136.00	American Sani-Can	
Supplier Payment	Check	11353	5/17/2023	244.22	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	11354	5/17/2023	33,440.00	Arborscape Ltd Inc	
Supplier Payment	Check	11355	5/17/2023	283.68	Archaeological Services LLC	
Supplier Payment	Check	11356	5/17/2023	3,320.75	BHC Consultants LLC	
Supplier Payment	Check	11357	5/17/2023	1,409.31	Bound Tree Medical LLC	
Supplier Payment	Check	11358	5/17/2023	200.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	11359	5/17/2023	252.63	Cintas	
Supplier Payment	Check	11360	5/17/2023	341,930.10	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	11361	5/17/2023	2,700.00	Clark County Title Company - Remit-To: Clark County - Reconveyance Fees	
Supplier Payment	Check	11362	5/17/2023	26.50	Clark Public Utility District No. 1	
Supplier Payment	Check	11363	5/17/2023	26.50	Clark Public Utility District No. 1	
Supplier Payment	Check	11364	5/17/2023	790.96	Clark Public Utility District No. 1	
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Supplier Payment	Check	11370	5/17/2023	119.77	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	11371	5/17/2023	1,097.54	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	11372	5/17/2023	1,278.23	DKS Associates Inc	
Supplier Payment	Check	11373	5/17/2023	2,037.76	Emerald Services Inc - Remit-To: Emerald - Pittsburgh	
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Supplier Payment	Check	11377	5/17/2023	13,687.50	General Pacific Inc	
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Supplier Payment	Check	11383	5/17/2023	245.50	J.S. Held LLC	
Supplier Payment	Check	11384	5/17/2023	39,784.20	Kar-Gor Inc	
Supplier Payment	Check	11385	5/17/2023	877.50	Kramer Gehlen & Associates	
Supplier Payment	Check	11386	5/17/2023	11,411.23	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	11387	5/17/2023	2,737.26	Lakeyland Inc	
Supplier Payment	Check	11388	5/17/2023	148.60	Legacy Laboratory Services Inc	
Supplier Payment	Check	11389	5/17/2023	40,590.65	Life Insurance Company of North America	
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Supplier Payment	Check	11400	5/17/2023	2,939.08	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	

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

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
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Supplier Payment	Check	11403	5/17/2023	3,593.75	Pacific Northwest Pollution Prevention Resources Center	
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Supplier Payment	Check	11410	5/17/2023	1,197.00	Professional Translators and Multicultural Experts Inc	
Supplier Payment	Check	11411	5/17/2023	100,588.81	Proforce Marketing Inc	
Supplier Payment	Check	11412	5/17/2023	2,145.00	Public Safety Testing Inc	
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Supplier Payment	Check	11419	5/17/2023	260,019.78	State of Washington Department of Labor and Industries	
Supplier Payment	Check	11420	5/17/2023	10.36	Stericycle Inc - Remit-To: Stericycle	
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Supplier Payment	Check	11422	5/17/2023	1,875.00	Triangle Resources Inc	
Supplier Payment	Check	11423	5/17/2023	3,698.01	Triple J Enterprises	
Supplier Payment	Check	11424	5/17/2023	3,796.77	TV Etc ESD 112	
Supplier Payment	Check	11425	5/17/2023	16.92	United Parcel Service	
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Supplier Payment	Check	11429	5/17/2023	680.00	Vancouver Granite Works Inc	
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Supplier Payment	Check	11432	5/17/2023	962.00	Washington Amateur Softball Association	
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Supplier Payment	Check	11434	5/17/2023	242.64	Washington State Healthcare Authority	
Supplier Payment	Check	11435	5/17/2023	7,604.00	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	11436	5/17/2023	4,403.24	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
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Supplier Payment	Check	11439	5/17/2023	4,841.43	Western Water Works Supply Co Inc	
Supplier Payment	Check	11440	5/17/2023	1,900.00	William Tat-Wing So	
Supplier Payment	Check	11441	5/17/2023	56.32	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Ad Hoc Payment	Check	11442	5/17/2023	87.51	Arola,Joan	Utility Refunds: 0031001300-00
Ad Hoc Payment	Check	11443	5/17/2023	23.66	Baker,Paul or Sheila	Utility Refunds: 0018071200-07
Ad Hoc Payment	Check	11444	5/17/2023	50.53	Bassett,Bonnie	Utility Refunds: 0056086580-03
Ad Hoc Payment	Check	11445	5/17/2023	77.11	Cascade West Development Inc	Utility Refunds: 0500005965-01
Ad Hoc Payment	Check	11446	5/17/2023	129.00	Catharine or Thomas Byrer as Members of Back Deck,LLC	Utility Refunds: 0150003110-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	11447	5/17/2023	32.89	Gorman,Patricia	Utility Refunds: 0128543660-01

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Ad Hoc Payment	Check	11448	5/17/2023	110.79	Jason Camilo Mendoza, Admin of the Estate of, Roger L. Rodriguez	Utility Refunds: 0054064632-12
Ad Hoc Payment	Check	11449	5/17/2023	298.78	Jeremiah Nilsson or Delaney C. McNeill	Utility Refunds: 0500003294-02
Ad Hoc Payment	Check	11450	5/17/2023	42.99	Jones, Grant or Sherrie	Utility Refunds: 0500002001-02
Ad Hoc Payment	Check	11451	5/17/2023	246.00	Kramer, Frederick	Utility Refunds: 0101000012-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	11452	5/17/2023	242.77	Marvin H Jones II	Utility Refunds: 0067021750-00
Ad Hoc Payment	Check	11453	5/17/2023	26.22	Miles, Cindy	Utility Refunds: 0081010000-02
Ad Hoc Payment	Check	11454	5/17/2023	149.27	Molla, Marina or Dmitry	Utility Refunds: 0058019600-04
Ad Hoc Payment	Check	11455	5/17/2023	26.65	Muenzler, Rebecca or Thomas	Utility Refunds: 0082025900-06
Ad Hoc Payment	Check	11456	5/17/2023	25.32	New Tradition Homes Inc	Utility Refunds: 0500005903-01
Ad Hoc Payment	Check	11457	5/17/2023	87.87	New Tradition Homes Inc	Utility Refunds: 0500005905-01
Ad Hoc Payment	Check	11458	5/17/2023	116.60	Rickards, Corey T	Utility Refunds: 0101020450-02
Ad Hoc Payment	Check	11459	5/17/2023	92.68	Robert A Tucker or Mary C Tucker	Utility Refunds: 0126007290-01
Ad Hoc Payment	Check	11460	5/17/2023	174.05	Tang, Kamny KC	Utility Refunds: 0088080600-08 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	11461	5/17/2023	36.76	Tari Jean Neal as Personal Rep of the Estate of, Michael L Hill	Utility Refunds: 0050036000-02
Ad Hoc Payment	Check	11462	5/17/2023	164.00	Torres Jr, David P	Utility Refunds: 0027057200-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	11463	5/17/2023	42.14	Wei Wang or Liang Wen or Wenliang Pan	Utility Refunds: 0161015250-03
Miscellaneous Payment	Check	11464	5/17/2023	28,454.99	ADAM PATTERSON	Claim Payment - DOL: 02/26/23 - Risk
Miscellaneous Payment	Check	11465	5/17/2023	122.94	ADT LLC	MPE-334845 & MPE-335515
Miscellaneous Payment	Check	11466	5/17/2023	57.00	Applebee's Neighborhood Grill & Bar	Refund of Duplicate Payment of Inv#77049752
Miscellaneous Payment	Check	11467	5/17/2023	100.00	Burnt Bridge Creek Neighborhood Association	2023 Resource Conservation Challenge
Miscellaneous Payment	Check	11468	5/17/2023	481.01	Crown Castle	CM1-336665 (jobsite: 1915 SE 113th Court)
Miscellaneous Payment	Check	11469	5/17/2023	16,615.80	Earthworks Excavating Services, Inc	Invoice # WA13-23 Guillermo Sanchez-Falcon and Maria Del Refugio Salazar (12005 NE 4th St)
Miscellaneous Payment	Check	11470	5/17/2023	15.00	ELVIRA LAL	Voucher #2010538.030
Miscellaneous Payment	Check	11471	5/17/2023	120.00	First Place Neighborhood Association	2023 RecycleU
Miscellaneous Payment	Check	11472	5/17/2023	999.49	Jessica Layne	Claim Payment - DOL: 02/24/23 - Risk
Miscellaneous Payment	Check	11473	5/17/2023	27,500.00	Kannin Law Firm in Trust for Nigel Sims	Claim Payment - DOL: 12/26/17 - Risk
Miscellaneous Payment	Check	11474	5/17/2023	38,514.73	L & S Contractors	Invoice # 23212 - Robert Lehmann and Catherine Lehmann (16813 SE Evergreen Hwy)
Miscellaneous Payment	Check	11475	5/17/2023	825.00	Lakin Tire West, LLC	Refund of duplicate payment of business license
Miscellaneous Payment	Check	11476	5/17/2023	17.25	Michael Smith	CPL Overpayment 05.05.2023
Miscellaneous Payment	Check	11477	5/17/2023	100.00	Parkway East Neighborhood Association	2023 Resource Conservation Challenge
Miscellaneous Payment	Check	11478	5/17/2023	17.25	Robert Dryer	CPL Overpayment 05.05.2023
Miscellaneous Payment	Check	11479	5/17/2023	57.00	Sephora	Refund of duplicate payment of inv#77048287
Miscellaneous Payment	Check	11480	5/17/2023	38.71	Terry Barto	Refund of Parking Permit COV12443 Lot 1
Cash Advance Payment	Check	11481	5/17/2023	77.50	Darryl Hebert	
Expense Payment	Check	11482	5/17/2023	325.45	Michael Whitney	
Miscellaneous Payment	Check	11483	5/17/2023	97.50	David F. Kokot	Per diem for sitting on interview panel.
Ad Hoc Payment	Check	11497	5/24/2023	188.53	Adams, Stephen or Courtney	Utility Refunds: 0006023200-06
Ad Hoc Payment	Check	11498	5/24/2023	61.93	Anatoli Gulei or Alla Hulei	Utility Refunds: 0000008555-03
Ad Hoc Payment	Check	11499	5/24/2023	40.04	Asby, Biron	Utility Refunds: 0096041000-03
Ad Hoc Payment	Check	11500	5/24/2023	118.74	Brisco, Alla or Corneliu	Utility Refunds: 0066037113-07

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Ad Hoc Payment	Check	11501	5/24/2023	118.00	Denny,Julia or David	Utility Refunds: 0012063700-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	11502	5/24/2023	104.40	Guzman,Noel or Christopher	Utility Refunds: 0151001150-05
Ad Hoc Payment	Check	11503	5/24/2023	151.28	James & Rhonda Frahm	Reissue of ck - utility refund 0075069700-14 (09/05/2018)
Ad Hoc Payment	Check	11504	5/24/2023	76.68	Lawrence,Victoria or Donita	Utility Refunds: 0054064710-16
Ad Hoc Payment	Check	11505	5/24/2023	172.11	Lee,Melinda or Won	Utility Refunds: 0043087900-03
Ad Hoc Payment	Check	11506	5/24/2023	7.11	Lorine Dehuff, Successor Trustee of the GL,Yelvington Revocable Trust	Utility Refunds: 0047081230-01
Ad Hoc Payment	Check	11507	5/24/2023	88.70	Marlow,Lori	Utility Refunds: 0500001276-01
Ad Hoc Payment	Check	11508	5/24/2023	439.51	Nylund Inc	Utility Refunds: 0068046000-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	11509	5/24/2023	132.86	Porter,Fritz or Sharyn	Utility Refunds: 0123003847-05
Ad Hoc Payment	Check	11510	5/24/2023	2,250.48	Ten Talents Delaware 14 LLC	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	11511	5/24/2023	100.00	Tucker,Terry D or Jennifer J	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	11512	5/24/2023	300.00	Weaver,Carolyn	Utility Refunds: 0091028400-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	11513	5/24/2023	7.94	Winter,Elaine M	Utility Refunds: 0116021700-07
Ad Hoc Payment	Check	11514	5/24/2023	68.58	Wong,Wai S or Ming Y	Utility Refunds: 0163001089-01
Ad Hoc Payment	Check	11515	5/24/2023	145.89	WSL Properties	Utility Refunds: 0043087900-03
Miscellaneous Payment	Check	11516	5/24/2023	11.17	Alyssa Wyckoff	Voucher #2010567.030
Miscellaneous Payment	Check	11517	5/24/2023	330.00	Brazel Screiber	Refund of deposit for hanger#D-7
Miscellaneous Payment	Check	11518	5/24/2023	288.00	Ernst Friesen	Refund deposit for airport hangar B-10
Miscellaneous Payment	Check	11519	5/24/2023	450.00	Francisco Cruz	Damage Deposit Refund
Miscellaneous Payment	Check	11520	5/24/2023	376.04	Janet Freeman	Refund airport deposit hanger #D-7 and cleaning deposit
Miscellaneous Payment	Check	11521	5/24/2023	370.40	Judy Covarrubias	CMI-333093
Miscellaneous Payment	Check	11522	5/24/2023	705.25	Leroy Goodwin	Claim Payment - DOL: 12/22/22 - Risk
Miscellaneous Payment	Check	11523	5/24/2023	1,199.04	Matthew LaRue	Claim Payment - DOL: 04/16/23 - Risk
Miscellaneous Payment	Check	11524	5/24/2023	35.00	Richard Armstrong	Refund paid citation on permit that was not expired.
Miscellaneous Payment	Check	11525	5/24/2023	1,149.64	Taylor Deal	Claim Payment - DOL: 05/15/23 - Risk
Miscellaneous Payment	Check	11526	5/24/2023	252.00	William D Carslay	
Supplier Payment	Check	11527	5/24/2023	38,032.93	AARDVARK	
Supplier Payment	Check	11528	5/24/2023	49,987.00	Able Fence Company Inc	
Supplier Payment	Check	11529	5/24/2023	1,453.45	Accurate Corporate Services Inc	
Supplier Payment	Check	11530	5/24/2023	46.43	Airgas, Inc	
Supplier Payment	Check	11531	5/24/2023	542.63	Albina Holdings Inc	
Supplier Payment	Check	11532	5/24/2023	136.53	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	11533	5/24/2023	6,376.33	Arborscape Ltd Inc	
Supplier Payment	Check	11534	5/24/2023	283.68	Archaeological Investigations Northwest Inc	
Supplier Payment	Check	11535	5/24/2023	47,004.58	Brightview Holdings Inc	
Supplier Payment	Check	11536	5/24/2023	10,464.13	Brown & Wilson Partnership LLC	
Supplier Payment	Check	11537	5/24/2023	2,521.00	BSK Associates - Remit- To: Supplier BSK Associates	
Supplier Payment	Check	11538	5/24/2023	40.01	Cellco Partnership - Remit- To: Cellco - Dallas	
Supplier Payment	Check	11539	5/24/2023	175.00	Cellco Partnership - Remit- To: Cellco - NJ	
Supplier Payment	Check	11540	5/24/2023	8,002.00	CFM Strategic Communications, Inc.	
Supplier Payment	Check	11541	5/24/2023	2,875.00	Clark County Fire District 5	
Supplier Payment	Check	11542	5/24/2023	4,813.08	Clark County - Remit-To: Clark County - Treasurer Vancouver	

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Supplier Payment	Check	11543	5/24/2023	10.00	Clark County - Remit-To: Reeta Fees	
Supplier Payment	Check	11544	5/24/2023	3,600.00	Clark County Title Company - Remit-To: Clark County - Reconveyance Fees	
Supplier Payment	Check	11545	5/24/2023	118.59	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	11546	5/24/2023	0.02	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	11547	5/24/2023	104.96	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	11548	5/24/2023	95.89	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	11549	5/24/2023	12,561.50	Consor North America Inc	
Supplier Payment	Check	11550	5/24/2023	819.34	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	11551	5/24/2023	3,923.95	Distinctive Landscape LLC	
Supplier Payment	Check	11552	5/24/2023	1,772.42	DKS Associates Inc	
Supplier Payment	Check	11553	5/24/2023	11,192.52	Echo Electric LLC	
Supplier Payment	Check	11554	5/24/2023	26,064.00	Elite Contracting Co Inc	
Supplier Payment	Check	11555	5/24/2023	9,181.00	Esther Short Commons LLP	
Supplier Payment	Check	11556	5/24/2023	271.75	Fidelity National Title Co of Washington	
Supplier Payment	Check	11557	5/24/2023	700.00	First American Title Ins Co	
Supplier Payment	Check	11558	5/24/2023	590.00	Gunderson Services LLC	
Supplier Payment	Check	11559	5/24/2023	4,248.58	GVP Ventures Inc	
Supplier Payment	Check	11560	5/24/2023	35,322.41	Herrera Environmental Consultants Inc	
Supplier Payment	Check	11561	5/24/2023	404.80	Houlihan Law PC	
Supplier Payment	Check	11562	5/24/2023	9,000.00	Hyas Group, LLC	
Supplier Payment	Check	11563	5/24/2023	1,133.48	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	11564	5/24/2023	6,567.80	Keller Associates Inc	
Supplier Payment	Check	11565	5/24/2023	13,550.65	Kronos Incorporated - Remit-To: Atlanta	
Supplier Payment	Check	11566	5/24/2023	1,188.63	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	11567	5/24/2023	6,189.38	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	11568	5/24/2023	27,099.69	Lexipol LLC	
Supplier Payment	Check	11569	5/24/2023	429.37	Life Safety Corporation	
Supplier Payment	Check	11570	5/24/2023	8,830.79	Line - X of Longview	
Supplier Payment	Check	11571	5/24/2023	18,059.39	Live Love Outreach	
Supplier Payment	Check	11572	5/24/2023	21,156.42	Locution Sytems Inc	
Supplier Payment	Check	11573	5/24/2023	5,210.16	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	11574	5/24/2023	4,507.50	Murray Smith Inc	
Supplier Payment	Check	11575	5/24/2023	600.00	Nagra & Atwal Corporation	
Supplier Payment	Check	11576	5/24/2023	4,997.80	National Park Service - Remit-To: National Park Service - Pearson Lease	
Supplier Payment	Check	11577	5/24/2023	7,062.04	NAVEX Global Inc - Remit-To: NAVEX Global Inc	
Supplier Payment	Check	11578	5/24/2023	59,296.82	North Fork Landscape	
Supplier Payment	Check	11579	5/24/2023	1,607.84	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	11580	5/24/2023	17,757.22	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	Check	11581	5/24/2023	603.29	One Diversified LLC - Remit-To: Diversified - San Diego	
Supplier Payment	Check	11582	5/24/2023	9,571.00	Parkeon	
Supplier Payment	Check	11583	5/24/2023	5,791.24	Passport Labs Inc. - Remit-To: Passport Labs Inc	
Supplier Payment	Check	11584	5/24/2023	6,063.63	Physio-Control Inc - Remit-To: Stryker Medical	
Supplier Payment	Check	11585	5/24/2023	925.00	Portland Adventist Medical Center	
Supplier Payment	Check	11586	5/24/2023	548.43	Portland Mechanical Construction LLC	
Supplier Payment	Check	11587	5/24/2023	6,343.92	PPC Solutions Inc	

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Supplier Payment	Check	11588	5/24/2023	500.00	Professional Development Academy, LLC	
Supplier Payment	Check	11589	5/24/2023	8,184.75	Proforce Marketing Inc	
Supplier Payment	Check	11590	5/24/2023	7,425.60	Qwest Corporation - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	11591	5/24/2023	3,462.40	Rapco Industries Inc	
Supplier Payment	Check	11592	5/24/2023	333.64	RH2 Engineering, Inc.	
Supplier Payment	Check	11593	5/24/2023	62,545.11	San Diego Police Equipment Co Inc	
Supplier Payment	Check	11594	5/24/2023	17,702.10	Scott Edwards Architecture LLP	
Supplier Payment	Check	11595	5/24/2023	140.62	Shrums Pest Control	
Supplier Payment	Check	11596	5/24/2023	416.60	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	11597	5/24/2023	3,552.90	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	11598	5/24/2023	269.10	State of Washington Department of Labor & Industries - Remit-To: State of WA LNI - Boiler Pressure Vessel	
Supplier Payment	Check	11599	5/24/2023	1,202.04	State of Washington Department of Transportation	
Supplier Payment	Check	11600	5/24/2023	9,285.70	Taurus Power and Controls Inc	
Supplier Payment	Check	11601	5/24/2023	2,438.58	The ADT Security Corporation	
Supplier Payment	Check	11602	5/24/2023	402.20	Towing & Recovering Services Inc	
Supplier Payment	Check	11603	5/24/2023	1,319.14	Trilogy MedWaste West, LLC	
Supplier Payment	Check	11604	5/24/2023	3,176.22	Triple J Enterprises	
Supplier Payment	Check	11605	5/24/2023	1,000.00	Universal Applications Inc	
Supplier Payment	Check	11606	5/24/2023	32.00	Vancouver Aire LLC	
Supplier Payment	Check	11607	5/24/2023	3,719.99	Walter E Nelson Company	
Supplier Payment	Check	11608	5/24/2023	42,936.02	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	11609	5/24/2023	5,837.50	Water Systems Consulting Inc	
Supplier Payment	Check	11610	5/24/2023	3,208.29	Wesco Distribution, Inc.	
Supplier Payment	Check	11611	5/24/2023	3,470.75	Western Water Works Supply Co Inc	
Supplier Payment	Check	11612	5/24/2023	97,867.00	Wolff Specialties LLC	
Supplier Payment	Check	11613	5/24/2023	4,876.94	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	11614	5/24/2023	61.92	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	11615	5/24/2023	1,853.02	YOLO Washington LLC	
Supplier Payment	Check	11616	5/24/2023	367,257.53	Clark Public Utility District No. 1	
Supplier Payment	Check	11484	5/25/2023	6,875.29	Aflac	
Supplier Payment	Check	11485	5/25/2023	5,292.46	AFSCME Local #307	
Supplier Payment	Check	11486	5/25/2023	468.87	California State Disbursement Unit	
Supplier Payment	Check	11487	5/25/2023	491.00	Hawaii SDU	
Supplier Payment	Check	11488	5/25/2023	792.75	IAM Local #1374	
Supplier Payment	Check	11489	5/25/2023	8,974.68	Life Insurance Company of North America	
Supplier Payment	Check	11490	5/25/2023	875.00	MFS Service Center Inc	
Supplier Payment	Check	11491	5/25/2023	100.00	OPEIU Local #11	
Supplier Payment	Check	11492	5/25/2023	4,168.46	OPEIU Local #11	
Supplier Payment	Check	11493	5/25/2023	672.00	Teamsters Local #58	
Supplier Payment	Check	11494	5/25/2023	262.50	UA Local #290	
Supplier Payment	Check	11495	5/25/2023	3,546.60	Western Conference of Teamsters	
Supplier Payment	Check	11496	5/25/2023	1,207.50	Western Metal Industry Pension Plan	
			Check	2,727,776.35		
Expense Payment	Direct Deposit	EFT-00196158	5/18/2023	90.00	Amelia Metevia	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00196159	5/18/2023	250.00	Terry Cunnane	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00196160	5/18/2023	255.00	Michelle Bresee	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00196161	5/18/2023	52.50	Brian Viles	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00196162	5/18/2023	52.50	Rocky Epperson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00196163	5/18/2023	259.00	Katherine Grose	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00196164	5/18/2023	88.74	Daniel Eccleston	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00196165	5/18/2023	0.50	Amy Foster	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00196166	5/18/2023	77.50	Tige Harmon	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00196167	5/18/2023	365.50	Amy Foster	Travel Advance

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Cash Advance Payment	Direct Deposit	EFT-00196168	5/18/2023	276.50	Brennan Blue	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00196169	5/18/2023	365.50	Greg Catton	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00196170	5/18/2023	77.50	Nathan Leek	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00196171	5/18/2023	30.00	Tyson Taylor	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00196172	5/18/2023	197.50	Christopher LeBlanc	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00196173	5/18/2023	159.25	Troy Price	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00196174	5/18/2023	416.00	Neil Martin	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00196175	5/18/2023	197.50	Justin Box	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00196176	5/18/2023	259.00	Taylor Cochran	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00196177	5/18/2023	259.00	Cindy Price	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00196178	5/18/2023	197.50	Carole Boswell	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00196179	5/18/2023	55.50	Robert Givens	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00196180	5/18/2023	480.50	Jeff Olson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00196181	5/18/2023	407.00	Sean Suarez	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00196182	5/18/2023	166.00	Jaycee Elliott	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00196183	5/18/2023	324.50	Paul Benton	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00196184	5/18/2023	339.00	Brent Waddle	Travel Advance
Expense Payment	Direct Deposit	EFT-00196185	5/18/2023	111.00	Nicole Vigil	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00196186	5/18/2023	327.96	Randal Scrivner	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00196187	5/18/2023	118.50	Tom O'Connor	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00196188	5/18/2023	172.23	Brittany Bridger	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00196189	5/18/2023	40.00	Edward Letarte	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00196190	5/18/2023	434.02	Tyler Clary	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00196191	5/18/2023	56.25	Joshua Potter	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00196192	5/18/2023	252.18	Julie Patterson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00196193	5/18/2023	136.50	Blaine Walsh	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00196194	5/18/2023	109.75	Robert Prociak	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00196195	5/18/2023	7.98	Caitlin Zirschky	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00196196	5/18/2023	617.31	Ryan Miles	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00196197	5/18/2023	61.00	Judson McCauley	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00198068	5/25/2023	396.95	Brent Waddle	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00198069	5/25/2023	109.35	Daniel Avery	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00198070	5/25/2023	426.49	Greg Benge	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00198071	5/25/2023	3,155.60	Scott Willis	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00198072	5/25/2023	359.45	Reed Crosson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00198073	5/25/2023	259.00	Kevin Smithline	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00198074	5/25/2023	261.35	Julie Patterson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00198075	5/25/2023	559.47	Patrick Craney	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00198076	5/25/2023	353.50	Steven Forgette	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00198077	5/25/2023	125.00	Margaret Leedom	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00198078	5/25/2023	310.50	Greg Turner	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00198079	5/25/2023	379.50	Jerek Laursen	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00198080	5/25/2023	199.75	Anne McEnerny-Ogle	Travel Advance
Expense Payment	Direct Deposit	EFT-00198081	5/25/2023	214.99	Nick Imbery	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00198082	5/25/2023	677.27	Michelle Henry	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00198083	5/25/2023	137.24	Lon Pluckhahn	Employee Reimbursement
			Direct Deposit	16,069.08		
Supplier Payment	EFT	EFT-00196198	5/18/2023	240.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00196199	5/18/2023	123,721.63	Western United Civil Group, LLC	
Supplier Payment	EFT	EFT-00196200	5/18/2023	554.70	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00196201	5/18/2023	1,296.25	S & S Legacy, Inc	
Supplier Payment	EFT	EFT-00196202	5/18/2023	17,837.93	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00196203	5/18/2023	291.00	Purple Communications Inc	
Supplier Payment	EFT	EFT-00196204	5/18/2023	3,386.50	Eagle Newspaper Inc	
Supplier Payment	EFT	EFT-00196206	5/18/2023	31,102.98	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00196207	5/18/2023	827.96	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00196208	5/18/2023	50,472.00	Capitol Asset & Pavement Services Inc	
Supplier Payment	EFT	EFT-00196209	5/18/2023	12,500.00	Vancouver Downtown Association	
Supplier Payment	EFT	EFT-00196210	5/18/2023	641.33	Fire Systems West	
Supplier Payment	EFT	EFT-00196211	5/18/2023	1,495.06	Key Code Media, Inc	
Supplier Payment	EFT	EFT-00196212	5/18/2023	10,434.90	George Elevator Service LLC	

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

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Supplier Payment	EFT	EFT-00196213	5/18/2023	6,300.00	Opsis Architecture LLP	
Supplier Payment	EFT	EFT-00196214	5/18/2023	9,224.06	Fehr & Peers	
Supplier Payment	EFT	EFT-00196215	5/18/2023	2,651.59	Power Systems West	
Supplier Payment	EFT	EFT-00196216	5/18/2023	44,639.33	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00196217	5/18/2023	15,461.63	Wapiti NW LLC	
Supplier Payment	EFT	EFT-00198063	5/25/2023	25,321.83	IAFF Local #452	
Supplier Payment	EFT	EFT-00198064	5/25/2023	950.40	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00198065	5/25/2023	12,234.63	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00198066	5/25/2023	140.70	Legal Shield	
Supplier Payment	EFT	EFT-00198067	5/25/2023	16,787.85	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00198084	5/25/2023	5,520.75	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00198085	5/25/2023	2,556.00	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00198086	5/25/2023	2,975.00	JCI Jones Chemicals, Inc.	
Supplier Payment	EFT	EFT-00198087	5/25/2023	6,475.00	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00198088	5/25/2023	2,987.01	Purple Communications Inc	
Supplier Payment	EFT	EFT-00198089	5/25/2023	5,045.00	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00198090	5/25/2023	12,309.23	Columbia West Engineering	
Supplier Payment	EFT	EFT-00198091	5/25/2023	1,023,179.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00198092	5/25/2023	40.81	Ziply Fiber	
Supplier Payment	EFT	EFT-00198093	5/25/2023	204,225.85	First Forty Feet LLC	
Supplier Payment	EFT	EFT-00198094	5/25/2023	160.74	Harrys Key Service Inc	
Supplier Payment	EFT	EFT-00198095	5/25/2023	350.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00198096	5/25/2023	1,129.50	Otak Inc	
Supplier Payment	EFT	EFT-00198097	5/25/2023	1,198.13	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00198098	5/25/2023	7,141.84	Power Systems West	
Supplier Payment	EFT	EFT-00198099	5/25/2023	444.86	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00198100	5/25/2023	14,587.50	Economic Consultants Oregon Ltd	
Supplier Payment	EFT	EFT-00198101	5/25/2023	6,706.42	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00198102	5/25/2023	13,955.10	IPI INC	
Supplier Payment	EFT	EFT-00198103	5/25/2023	839,362.00	Ross Builders Northwest, LLC	
Supplier Payment	EFT	EFT-00198104	5/25/2023	18,364.00	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00198105	5/25/2023	3,045.64	Lingvaava Interpreters Inc	
Supplier Payment	EFT	EFT-00198106	5/25/2023	83,135.40	Outsiderinn.org	
Supplier Payment	EFT	EFT-00198107	5/25/2023	42,440.50	EGM, Inc.	
Supplier Payment	EFT	EFT-00198108	5/25/2023	49,008.37	Mead and Hunt Inc	
Supplier Payment	EFT	EFT-00198110	5/25/2023	57,817.00	POMA North America LLC	
			EFT	2,792,674.91		
Supplier Payment	Manual Wire		5/15/2023	26,408.50	Washington Dental Service	
Supplier Payment	Manual Wire		5/15/2023	176,781.54	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		5/16/2023	134.90	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Manual Wire		5/18/2023	6,303.55	Washington Dental Service	
Supplier Payment	Manual Wire		5/18/2023	371,497.05	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire		5/19/2023	76,272.50	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		5/19/2023	45,289.05	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		5/19/2023	60,614.71	Paymentus Corporation	
Supplier Payment	Manual Wire		5/22/2023	301,817.34	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		5/22/2023	20,522.07	Washington Dental Service	
Supplier Payment	Manual Wire		5/24/2023	793,068.11	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire		5/25/2023	291,927.67	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		5/25/2023	20,700.00	Washington State Firefighters	
Supplier Payment	Manual Wire		5/25/2023	1,192.18	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire		5/25/2023	5,034.87	Washington SDU	
Supplier Payment	Manual Wire		5/25/2023	743.50	Oregon SDU	
Supplier Payment	Manual Wire		5/25/2023	25,454.76	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		5/25/2023	21,765.01	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		5/25/2023	53,905.91	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire		5/26/2023	1,167,933.73	Internal Revenue Service	
Supplier Payment	Manual Wire		5/26/2023	52,612.51	Liberty Mutual Group Inc.	

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

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
			Manual Wire	3,519,979.46		
			Checks	2,727,776.35		
			Direct Deposit	16,069.08		
			EFT	2,792,674.91		
			5/22/2023	1,126.24	City Payments	Posted 05-15-23 to 05-21-23
			5/30/2023	20,724.96	City Payments	Posted 05-22-23 to 05-28-23
			Hansen Total	21,851.20		
			5/22/2023	1,430.91	Miscellaneous	Parks Class Refunds FCC 05-15-23 to 05-21-23
			5/22/2023	374.00	Miscellaneous	Parks Class Refunds MCC 05-15-23 to 05-21-23
			5/30/2023	2,232.82	Miscellaneous	Parks Class Refunds FCC 05-22-23 to 05-28-23
			5/30/2023	713.88	Miscellaneous	Parks Class Refunds MCC 05-22-23 to 05-28-23
			VISA Total	4,751.61		
			Payroll Total	3,827,780.45		
			GRAND TOTAL	12,910,883.06		

City of Vancouver
Payroll Council Report
May 15, 2023 - May 28, 2023

Check No.	Date	Explanation	Amount
1234 - 1269	05/23/23	May 25th Payroll	\$ 14,663.40
196218 - 198062	05/23/23	May 25th Direct Deposit	\$ 3,813,117.05

\$ 3,827,780.45



Staff Report: 074-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/5/2023

SUBJECT Right-of-Way Franchise Ordinance for Lightspeed Networks, Inc.

Key Points

The proposed franchise ordinance establishes the terms and conditions of the right to construct and maintain telecommunications facilities, including “small cell wireless” facilities, within the City’s right-of-way.

Strategic Plan Alignment

N/A

Present Situation

Lightspeed Networks, Inc. dba “LS Networks” wishes to occupy and utilize portions of the public rights of-way in the City. Cities may require a permit or franchise for the use of its right-of-way for telecommunication facilities (RCW 35.99.030); however, the City may not charge a franchise fee for the franchise (RCW 35.21.860). The proposed ordinance establishes the terms and conditions of the right to construct and maintain telecommunications facilities within the City’s right-of-way.

This project involves the deployment of “small cell” wireless network technology to provide high speed telecommunications services to provider clients in Vancouver, WA. By way of background, developments in wireless network technology and increasing demand for high-speed wireless services have quickly outpaced the capabilities of traditional, macro-cell wireless communications facilities. To address this demand, providers have expressed a desire to deploy new wireless communications facilities located in the public rights-of-way. These “small cell” facilities consist of antenna and equipment typically placed on infrastructure located within the public rights-of-way. Small cell facilities are usually deployed in areas that cannot be effectively served by a traditional macro cell, or areas that may have coverage, but not enough capacity.

City staff has worked with LS Networks to negotiate a franchise ordinance, which manages the deployments of small cell facilities in a way that balances local aesthetics, character, and public health and safety, while also deriving the benefits of these new technologies for the City’s

residents to the greatest extent practicable.

Advantage(s)

The franchise ordinance would formalize and establish the terms and conditions for use of the City's right-of-way by LS Networks.

Disadvantage(s)

Additional facilities may present a visual impact to the City's right-of-way.

Budget Impact

None

Prior Council Review

May 1, 2023 Consent Agenda

Action Requested

On Monday, June 5, 2023, subject to second reading and public hearing, approve the ordinance.

Aaron Lande, Policy and Program Manager, 360-487-8612; Taylor Hallvik, Assistant City Attorney, 360-487-8500

ATTACHMENTS:

- ▢ Ordinance

ORDINANCE M - _____

AN ORDINANCE relating to management of the public rights-of-way, granting to LightSpeed Networks, Inc. dba LS Networks (hereinafter referred to as the “Franchisee”), an Oregon corporation, a non-exclusive and revocable franchise to install, operate and maintain a telecommunications system in, on, over, upon, along, and across public rights-of-way of the City of Vancouver, Washington (hereinafter referred to as the “City”), prescribing certain rights, duties, terms and conditions with respect to such franchise; providing for setting an effective date and conditions.

WHEREAS, Franchisee is a telecommunications company that provides wireless communications services; and

WHEREAS, Franchisee has requested that the City grant it the right to install, operate, and maintain a telecommunications system within the public ways of the City; and

WHEREAS, the City Council has found it desirable for the welfare of the City and its residents that such a non-exclusive franchise be granted to the Franchisee; and

WHEREAS, the City Council has the authority, including pursuant to Chapter 35.99 of the Revised Code of Washington (RCW), to grant franchises for the use of its streets and other public properties; and

WHEREAS, the City is willing to grant the rights requested subject to certain terms and conditions authorized by law.

ORDINANCE - 1

Does not require codification

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number.

“Affiliate” means an entity that owns or controls, is owned or controlled by, or is under common ownership with the Franchisee.

“City” means the City of Vancouver, Washington, and either or both, as applicable, the person designated by the City.

“Communication System” or “Facilities” shall mean the Franchisee’s system of cables, wires, conduits, ducts, pedestals, poles, antennas, transmitters, receivers, backup power supplies, and any associated converter, equipment, or facilities within the City managed and controlled by Franchisee to provide Telecommunications Service, including without limitation those Facilities that are existing or currently planned by Franchisee.

“Cost” means any actual, reasonable, and documented costs, fees, or expenses, including but not limited to attorneys’ fees.

“FCC” means the Federal Communications Commission or any successor governmental entity hereto.

“Franchise” shall mean initial authorization, or renewal thereof, issued by the City, which authorizes construction and operation of the Franchisee’s Communication System.

“Franchisee” means LightSpeed Networks, Inc., an Oregon Corporation.

ORDINANCE - 2

Does not require codification

“Indefeasible Right of User Interest” or “IRU” means a form of acquired capital in a telecommunications system, in which the holder of the interest possesses a right to use the telecommunications system, but not the right to control, maintain, construct or revise the telecommunications system.

“Person” means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

“Public Way” shall mean the surface of, and any space on, above or below, any street, public right-of-way or utility easement for which the City now or hereafter holds any interest and which, consistent with the purpose for which it was acquired or dedicated, may be used for the installation or maintenance of the Communication System. Public Way shall not mean utility easements dedicated for a specific utility system or systems and not specifically identifying telecommunications as a permitted use within the easement.

“Service Area” means the present municipal boundaries of the City, and shall include any additions thereto by annexation or other legal means.

“Small Cell Equipment” means Franchisee’s Communication Systems or Facilities attached, mounted, on installed on a proprietary or leased pole located in the Public Ways of the City used to provide telecommunications services. This definition shall include new types of small cell equipment that may evolve or be adopted using wireless technologies.

“Small Cell Site” means a location in the Public Ways of the City selected for Franchisee’s deployment of small cell equipment.

“Subscriber” or “Customer” means a Person who lawfully receives Telecommunication Services from the Communications System with the Franchisee’s express permission.

ORDINANCE - 3

Does not require codification

“Telecommunications Service” shall mean any “telecommunications service” as defined by RCW 35.99.010(7), excluding “cable television service” as defined by RWC 35.99.010(1).

Section 2. Authority Granted. The City hereby grants to the Franchisee, its heirs, successors, legal representatives, and assigns, subject to the terms and conditions hereinafter set forth, a nonexclusive Franchise within the Service Area which authorizes the Franchisee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Public Ways, now in existence and as may be created or established during the term of this Franchise, any Facilities necessary for the maintenance and operation of a Communication System. The authority granted herein is a limited authorization to occupy and use of Public Ways of the City for the purpose of providing telecommunications services. Nothing contained herein shall be construed to grant, warrant or convey any right, title, or interest in the public rights-of-way of the City to the Franchisee.

Section 3. Grant Limited to Occupation and Service. Nothing contained herein shall be construed to grant or convey to the Franchisee or warrant any right, title, or interest in the Public Ways.

Section 4. Term of Franchise. The first term of this Franchise shall be for an initial period of ten (10) years from the date of acceptance, unless sooner terminated. Thereafter, this Franchise may be renewed for one additional five (5) year term unless Franchisee notifies the City of its intent to terminate or renegotiate the Franchise at least ninety (90) days prior to expiration of the the initial ten (10) year term. Either party may terminate this Franchise upon sixty (60) days prior written notice to the other party upon a default of any term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, or if such default

ORDINANCE - 4

Does not require codification

is not curable within sixty (60) days, if the defaulting party fails to commence such cure within sixty (60) days or fails thereafter diligently to prosecute such cure to completion, provided that the grace period for any monetary default shall be ten (10) days from receipt of written notice. Notwithstanding anything to the contrary herein, Franchisee may remove its Facilities at any time, with or without cause upon notice to the City, subject to restoration as provided in Section 12.

Section 5. Non-Exclusive Grant. This Franchise shall not in any manner prevent the City from entering into other similar agreements or granting other or further franchises in, under, on, across, over, through, along or below any of said Public Ways of the City, provided that the City will not knowingly, unreasonably interfere with the use and placement of Franchisee's existing Facilities. Further, this Franchise shall in no way prevent or prohibit the City from using any of its Public Ways or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary reasonable changes, relocations, repairs, maintenance, establishment, improvement, dedication of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new Public Ways, and in compliance with Section 8, below.

Section 6. Relocation of Communications System. The Franchisee agrees to relocate its Facilities as provided by the Vancouver Municipal Code (VMC) as it currently exists (See: VMC 11.50.120) or may hereinafter be amended or replaced; provided, however, that the Franchisee shall have received one hundred twenty (120) days' advance written notice. Upon the request of the City, in order to facilitate the design and construction of City projects, the Franchisee agrees to, at its sole cost and expense, locate, and if reasonably determined necessary by the City, to excavate and expose portions of its communication Facilities for inspection so that the location

ORDINANCE - 5

Does not require codification

of same may be taken into account in the improvement design, PROVIDED that, Franchisee shall not be required to excavate and expose its Facilities if the Franchisee provides as-built plans and maps of its Facilities that are reasonably determined by the City to be adequate for purposes of this paragraph. The decision to require the relocation of Facilities in order to accommodate the City's projects shall be made by the City upon review of the location and construction of the Franchisee's Facilities.

Section 7. Undergrounding of Facilities. In any area of the City in which there are no aerial facilities other than antennas or other equipment required to remain above ground in order to be functional, or in any Public Ways in which all telephone, electric power wires and cables have been placed underground, the Franchisee shall not be permitted to erect poles or to run or suspend wires, cables or other Facilities thereon, unless required to do so by the City, but shall lay such wires, cables or other Facilities underground in the manner required by the City.

Whenever the City or other governmental entity requires or initiates undergrounding of aerial utilities in any area of the City, the Franchisee shall underground its Facilities (excluding antennas, equipment cabinets, cabling and other equipment that must be above-ground in order to be functional) in the manner specified by the City, concurrently with and in the area of all the other affected utilities. The location of any such relocated and underground Facilities shall be approved by the City. In the event that Franchisee Facilities must be above-ground in order to be functional, Franchisee agrees to work with the City Public Works department, or designee, to approve design concepts and the use of camouflage or stealth materials, as reasonably necessary to blend its above-ground installations with the overall character of locations selected as small cell sites. The Franchisee is encouraged to contact and agree with other affected utilities so that all costs for

ORDINANCE - 6

Does not require codification

common trenching, common utility vaults and other costs not specifically attributable to the undergrounding of any particular facility are shared fairly and proportionately by all the utilities involved in the underground project. The costs of the undergrounding of Facilities shall be as provided in RCW 35.99.060 as existing or hereinafter amended.

Section 8. Work Within Public Ways. The Franchisee agrees to undertake all work related to the installation, construction or maintenance of its Facilities within the Public Ways in compliance with state and local law as now existing or hereinafter enacted. The laws include, without limitation:

Chapter 11.50 VMC Utilities in the Right-of-Way

Chapter 11.60 VMC Street Use Permits

Chapter 11.80 VMC Street and Development Standards

Chapter 11.90 VMC Construction in the Right-of-Way

RCW 58.09.130 Monuments disturbed by construction activities

Section 9. Emergency Work -- Permit Waiver. In the event of any emergency in which any of the Franchisee's Facilities located in, above, or under any Public Way breaks, are damaged, or if the Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, the Franchisee shall immediately take the proper emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining a Construction Permit as required by this Franchise. However, this shall not relieve the Franchisee from the requirement of notifying the City of the emergency work and obtaining any permits necessary for this purpose after the emergency work. The

ORDINANCE - 7

Does not require codification

Franchisee shall notify the City by telephone immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which the City's Public Works Department Offices are open for business.

The City retains the right and privilege to cut or move any Facilities located within the Public Ways of the City, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. The City shall not be liable to the Franchisee or any other party for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the City's actions under this Section, unless such damages are caused by the City's negligence or willful misconduct.

City shall provide Franchisee reasonable advance written notice which notice shall not be less than forty-eight (48) hours, of its intent to inspect the Facilities except in the event of emergency when safety considerations justify the need for immediate inspection without delay.

Section 10. Dangerous Conditions, Authority for City to Abate, and Graffiti Removal.

Whenever construction, installation, or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public, street utilities, or City-owned property, the Public Works Director may direct the Franchisee, at the Franchisee's own expense, to take action to protect the public, adjacent public places, City-owned property, streets, utilities, and Public Ways. Such action may include compliance within a prescribed time.

In the event that the Franchisee fails or refuses to promptly take the actions directed by the City, or fails to comply with such directions, or if emergency conditions exist which

ORDINANCE - 8

Does not require codification

require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, utilities, public ways, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and the Franchisee shall be liable to the City for the costs thereof. The provisions of this Section shall survive the expiration, revocation, or termination of this Franchise.

Within fourteen (14) days of notice from the City, Franchisee shall remove any graffiti on any part of its facilities, including, by way of example and not limitation, equipment cabinets. If Franchisee fails to do so, the City may remove the graffiti and bill Franchisee for the cost thereof.

Section 11. The Franchisee's Maps and Records. Upon acceptance and thereafter as construction is completed, the Franchisee shall provide the City with accurate copies of all as-built plans and maps in a form and content prescribed by the City, as well as surveys of monuments of record pursuant to RCW 58.09.130. These plans, maps and monument surveys shall be provided at no cost to the City.

The Franchisee shall supply and maintain updated, at no cost and locally available, any information reasonably requested by the City to coordinate municipal functions with the Franchisee's activities and fulfill any municipal obligations under state law. Said information may include, but is not limited to, any installation inventory, location of existing or planned facilities, maps, plans, operational data, and as-built drawings of Franchisee's installations in the City. Said information may additionally include, but is not limited to, the GIS coordinates of small cell sites, the date of installation, type of pole used for installation, pole owner, and description of small cell equipment used at each small cell site. Said information may be requested either in hard copy

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Does not require codification

and/or electronic format compatible with the City's data base system, as now or hereafter existing. Franchisee shall keep the City reasonably informed of its long-range plans for coordination with the City's long-range plans.

If the Franchisee informs the City that any information to be provided pursuant to this paragraph is confidential, or proprietary, a trade secret, or otherwise entitled to protection from disclosure, then, subject to the Public Records Act, the City will not disclose such information to any third party without first giving the Franchisee ten (10) days prior written notice of the City's intent to do so in order to give the Franchisee, at its sole expense, the opportunity to seek judicial protection. In such instance, the Franchisee will reimburse the City for all actual, reasonable, and documented attorneys' fees and costs, and any penalties, attorneys' fees, and costs awarded, as a result of not disclosing such information.

Section 12. Restoration after Construction or Damage. The Franchisee shall, after installation, construction, relocation, maintenance, removal, or repair of its communication Facilities within the Public Ways, restore the surface of said Public Ways, land surveyor monuments, and any other City-owned property which may be disturbed by the work, to at least the same condition the Public Way or City-owned property was in immediately prior to any such installation, construction, relocation, maintenance, or repair, reasonable wear and tear excepted. Said restorations shall be done in conformance with the most recent edition of City ordinances and standards. The City shall have final approval of the condition of such Public Ways and City-owned property after restoration. The Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the Public Ways or other affected areas and City-owned property at its sole cost and expense and shall be responsible for said restoration work

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Does not require codification

and repair of damage done by Franchisee to City facilities for the life of the Franchisee's Facility. Franchisee also agrees to restore all other existing facilities and/or property affected by Franchisee's work, at its sole cost and expense.

Section 13. Recovery of Costs. The Franchisee shall be subject to all permit fees reflecting actual, reasonable, and documented administrative costs associated with activities undertaken through the authority granted in this Franchise or under the laws of the City. Where the City incurs costs and expenses for review, inspection, or supervision of activities undertaken through the authority granted in this Franchise or any ordinances relating to the subject, for which a fee is not established, the Franchisee shall reimburse the City directly for any and all actual, reasonable, and documented costs, after receipt of an itemized bill.

In addition to the above, the Franchisee shall promptly reimburse the City for any and all reasonable costs the City incurs in response to any emergency involving the Franchisee's communication Facilities, after receipt of an itemized bill. All billings will be itemized as to specifically identify the costs and expenses for each project for which the City claims reimbursement. The billing may be on an annual basis, but the City shall provide the Franchisee with the City's itemization of costs at the conclusion of each project for information purposes.

Section 14. City's Reservation of Rights. Pursuant to RCW 35.21.860 the City may recover from Franchisee its actual administrative expenses as well as any applicable tax authorized by RCW 35.21.865. This Franchise is premised upon the City and Franchisee's agreement that either Franchisee is a "service provider" as used in RCW 35.21.860 and defined in RCW 35.99.010(6) or Franchisee's Telecommunications Services fall within the definition of "telephone business" set forth in RCW 82.16.010(6)(b)(iii). As such, the rights granted under this Franchise

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Does not require codification

are not conditioned upon payment of a franchise fee or other compensation for use of the Public Ways. Provided, however, that the Franchisee's exercise of the rights granted in this Franchise are conditioned upon reimbursement for actual, reasonable, and documented administrative costs including as set forth for use of City-owned poles, if any, and payment of any other fee set forth herein. The City hereby reserves its right to impose a fee on the Franchisee, to the extent authorized by law, for purposes other than to recover its administrative expenses, in the event that (1) statutory prohibitions on the imposition of such fees are removed, or that (2) Franchisee no longer falls within the definition of "service provider" in RCW 35.99.010(6) and Franchisee's Telecommunications Services fall outside the definition of "telephone business" in RCW 82.16.010(7)(b)(iii). Under those circumstances, the City also reserves its right to require that the Franchisee obtain a separate Agreement for its change in use, which Agreement may include provisions intended to regulate the Franchisee's operations, as allowed under applicable law. Nothing in this Franchise shall limit the City's right of taxation as authorized by law.

Section 15. Small Cell Site Location. Franchisee's small cell equipment may be installed on City owned poles under the terms of a separate license agreement between the Franchisee and the City, on utility poles under the terms of an agreement with the owner of such poles, or on Franchisee proprietary poles in the Public Ways of the City.

Prior to finalizing a small cell site location, Franchisee shall work with the City Public Works department, or designee, to approve small cell site installations and potential design modifications appropriate for the installation, including but not limited to, design concepts and the use of camouflage or stealth materials, as reasonably necessary to blend its installations with the overall character of locations selected as small cell sites.

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Does not require codification

Placement of Franchisee small cell equipment is conditioned upon the availability of sufficient right-of-way at the proposed small cell site, and minimum pedestrian and Americans with Disabilities Act (ADA) passage along a sidewalk of at least 48 inches of unobstructed space along all sidewalks within the City,

Franchisee understands and acknowledges that the City has a legitimate interest in preserving the character and aesthetics of the City of Vancouver, WA downtown core areas as described in the Vancouver City Center Vision Subarea Plan, and shall not place any small cell equipment within said downtown core area without first receiving approval from the City Public Works department, or designee, which shall not be unreasonably withheld, conditioned, or delayed, to approve design concepts and the use of camouflage or stealth materials, as reasonably necessary to blend its small cell site installations with the overall character of locations selected in the City's downtown core areas.

Section 16. Utility Owned Poles. The parties acknowledge that the poles which the Franchisee desires to use for the location of its small cell equipment are poles owned by a third party or parties, and that Franchisee has entered or shall enter into an agreement with the third party or parties, setting forth the terms and conditions under which the Franchisee shall be permitted to do so.

Section 17. City Owned Poles. In the event Franchisee desires to use City poles or other infrastructure for the location of its small cell equipment, such use will be determined on a case-by-case basis pursuant to a separate license agreement between Franchisee and the City, setting forth the terms and conditions under which the Franchisee shall be permitted to do so, including but not limited to, whether the current infrastructure is sufficient to address structural loading

ORDINANCE - 13

Does not require codification

requirements for the small cell equipment, ownership and maintenance of the infrastructure, and small cell equipment design standards.

Franchisee shall comply with all relevant legal requirements for connecting small cell equipment to electricity and telecommunications service. The City is not responsible for providing electricity or transport connectivity to Franchisee.

This Franchise Agreement does not authorize the co-location of small cell equipment on any City poles or other infrastructure. To the extent there is an interest by multiple providers to install small cell equipment on any City poles or other infrastructure, access to small cell equipment on any City poles or other infrastructure will be determined on a first-come first-serve basis. Exceptions may be granted by the City based on Franchisee's network demand considerations and the unavailability of alternative small cell sites.

Section 18. Vacation of Right of Way. The process for the vacation of rights of way is provided for in City code, currently chapter 11.05 VMC. The City will endeavor to follow the process provided for in the code. If at any time the City, by ordinance, vacates all or any portion of the area affected by this Franchise, the City shall not be liable for any damages or loss to the Franchisee by reason of such vacation. The Franchisee shall remove its Facilities from any vacated right of way unless such vacation provides for the continuing right of the Facilities to exist within the vacated area.

Section 19. Indemnification and Waiver.

A. Franchisee hereby releases and covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, employees, agents and representatives from any

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Does not require codification

and all claims, costs, judgments, awards or liability to any person for injury, sickness, or death of any person or damage to any property or interests:

1. Arising as a result of the acts or omissions of Franchisee, its agents, servants, officers or employees or the construction, placement, operation or maintenance of Facilities in the Public Ways; or

2. Based on the City's inspection or lack of inspection of work performed by Franchisee, its agents and servants, officers or employees in connection with work authorized on the Public Ways or property over which the City has control pursuant to this Franchise or pursuant to any other permit or approval issued in connection with this Franchise;

B. The provisions of Subsection A of this Section shall apply to claims by Franchisee's own employees and the employees of the Franchisee's agents, representatives, contractors, and subcontractors to which Franchisee might otherwise be immune under Title 51 RCW. This waiver of immunity under Title 51 RCW has been mutually negotiated by the parties hereto, and Franchisee acknowledges that the City would not enter into this Franchise without Franchisee's waiver thereof.

C. Inspection or acceptance by the City of any work performed by the Franchisee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided that Franchisee has been given prior written notice by the City of any such claim, said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised with Franchisee's consent prior to the culmination of any litigation or the institution of any litigation. The City has the right to defend or participate in the defense of any such claim, and has the right to approve any settlement or other compromise of

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Does not require codification

any such claim, provided that Franchisee shall not be liable for such settlement or other compromise unless it has consented thereto.

D. The obligations of Franchisee under the indemnification provisions of this Section shall apply regardless of whether liability for damages arises out of bodily injury to persons or damages to property, except to the extent that such claims, actions, damages, costs, expenses, and attorney's fees were caused by the negligence or willful misconduct of the City. In the event that a court of competent jurisdiction determines that this Franchise is subject to the provisions RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein.

E. Notwithstanding any other provisions of this Section, Franchisee assumes the risk of damage to its Facilities located in the Public Ways and upon City-owned property from such activities conducted by the City, its officers, agents, employees and contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful or malicious action on the part of the City, its officers, agents, employees or contractors. Franchisee releases and waives any and all such claims against the City, its officers, agents, employees or contractors. Franchisee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of Franchisee's Facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful or malicious actions on the part of the City, its officers, agents, employees or contractors.

ORDINANCE - 16

Does not require codification

F. Notwithstanding anything contained herein to the contrary, other than in connection with the foregoing third party claims indemnification and damages incurred for breach of confidentiality, neither party shall be liable to the other for consequential, incidental, special or indirect damages.

Section 20. Abandonment and Removal of Franchisee's Communication Facilities.

Upon the expiration, termination, or revocation of the rights granted under this Franchise, or upon the removal of any Facility from service, the Franchisee shall remove the Facility or Facilities from the Public Ways of the City within 90 days of receiving notice from the City. If the Franchisee fails to remove its Facilities, the City may declare said Facilities to be the property of the City.

In the alternative, the City may, in its sole discretion, permit the Franchisee to abandon its Facilities in place, upon such terms and conditions as the City may reasonably prescribe by written notice. Upon agreement by the Franchisee, ownership of the Facilities shall be transferred to the City and the Franchisee shall submit to the City the necessary transfer documents. If the Franchisee does not transfer ownership within 90 days of receiving notice from the City, the City may commence legal action to enforce the transfer.

In the event that the City does not grant the Franchisee permission to abandon the Facilities or the Franchisee does not comply with the terms and conditions set by the City for such abandonment, the City may elect, in its sole discretion to declare the Facilities permanently abandoned and assume ownership of the Facilities; proceed with legal action to compel the Franchisee to remove such Facilities; or remove the Facilities and recover the costs of such removal from the Franchisee.

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Does not require codification

Section 21. Modification. The City and the Franchisee hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise Agreement upon the written agreement of both parties to such alteration, amendment or modification. Said modifications shall be expressed by ordinance of the City Council passed for that purpose and accepted by the Franchisee consistent with Section 31 of this Franchise Agreement.

Section 22. City Ordinances and Regulations. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the locations, elevation, manner or construction and maintenance of any Facilities by the Franchisee, and the Franchisee shall promptly conform with all such regulations, unless compliance would cause the Franchisee to violate other requirements of the law.

Section 23. Survival. All of the provisions, conditions, and requirements of this Franchise shall be in addition to any and all other obligations and liabilities the Franchisee may have to the City at common law, by statute, or by contract. The provisions, conditions, and requirements of Sections 6, Relocation of Telecommunications Facilities; 7, Undergrounding of Facilities; 8, Work in the Public Ways; 10, Dangerous Conditions; 12, Restoration after Construction; 19, Indemnification; 20, Abandonment and Removal of the Franchisee's Facilities, shall survive the expiration or termination of this Franchise, and any renewals or extensions thereof and remain effective until such time as the Franchisee removes its communication Facilities from the Public Ways, transfers ownership of said Facilities to a third party, or abandons said System

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Does not require codification

in place, all as provided herein. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the Franchisee and all privileges, as well as all obligations and liabilities of the Franchisee shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever the Franchisee is named herein.

Section 24. Severability. If any section, sentence, clause, or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Franchise.

Section 25. Assignment. This agreement may not be assigned without the written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, except that the Franchisee may freely assign this Franchise in whole or part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization or refinancing. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. The Franchisee shall provide prompt, written notice to the City of any such assignment.

In addition, Franchisee may, without the prior written consent of the City

(i) lease the Facilities, or any portion thereof, to another Person, provided, that such other Person shall obtain a City Franchise, if required; or (ii) grant an Indefeasible Right of User Interest in the Facilities, or any portion thereof, to another Person; or (iii) offer or provide capacity or bandwidth in its Facilities to another Person; provided that Franchisee at all times retains exclusive

ORDINANCE - 19

Does not require codification

control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its facilities pursuant to the terms and conditions of this Franchise.

Section 26. Liability Insurance. Franchisee shall, at its own expense, upon adoption, obtain and maintain throughout the term this Franchise, a commercial general liability insurance policy with limits of five million dollars (\$5,000,000.00) per occurrence for bodily injury and property damage and five million dollars (\$5,000,000.00) general aggregate, with the City included as an additional insured as their interest may appear under this Agreement, protecting and saving the City harmless against liability for loss or damage for bodily injury, (including death), or property damage occasioned by the operation of the Franchisee under this Franchise. The Franchisee shall, within thirty (30) days from the effective date of this Franchise, file with the City Clerk proof of continued insurance coverage, in the amounts required in this Section, through a Certificate of Insurance including the blanket additional insured endorsement indicating City coverage required herein. Upon receipt of notice from its insurer(s) Franchisee shall use commercially reasonable effort to provide the City with thirty (30) days' prior written notice of cancellation of any coverage required herein. Such additional evidence thereof shall be furnished to the City from time to time as it shall require. In those situations where, through the Franchisee's negligent or intentional acts or omissions, damage has occurred Franchisee's insurance shall be primary to any City insurance coverage or, in the event the City is self-insured, any Franchisee policy shall afford first dollar protection coverage for risks included in Franchisee's operations. The insurance required under this section may be through a utility self-insurance fund under which the Franchisee is insured.

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Does not require codification

Section 27. Legal Action to Enforce Franchise Terms. This Franchise is entered into in Clark County, Washington. In the event that legal action is brought with respect to this Franchise, the State of Washington shall have personal jurisdiction over each of the parties and venue of any such action shall lie in the Superior Court of Clark County. In the event that legal action is brought with respect to this Franchise, the prevailing party shall be awarded its costs and reasonable attorney's fees in an amount to be determined by the Court.

Section 28. Revocation. In accordance with Section 4 herein, this Franchise may be revoked by the City Council by resolution in the event the Franchisee or any of Franchisee's lessees or other users shall fail, after notice or demand, to comply with any provision hereunder following applicable cure periods, but the City shall have no obligation to do so. No forbearance by the City of any term of condition of this franchise in any instance or at any time shall ever comprise a waiver or estoppel of the City's right to enforce said term condition.

Section 29. Notice. Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

City:

City Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

Franchisee:

Contracts Manager
LS Networks
921 SW Washington St Ste 210
Portland, OR 97205

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Does not require codification

Notice shall be deemed given upon receipt in the case of personal delivery, three days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

Section 30. Entire Franchise. This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon approval and acceptance of this Franchise.

Section 31. Acceptance. Within 60 days after the passage and approval of this ordinance, this Franchise may be accepted by Franchisee by its filing with the City Clerk its written and sworn unconditional written acceptance and promise to comply with all terms of this Franchise. Failure of the Franchisee to so accept this Franchise within said period of time shall be deemed a rejection thereof, and the rights and privileges herein granted shall, after the expiration of the 60 day period, absolutely cease and determine, unless the time period is extended by ordinance duly passed for that purpose.

Section 32. Effective Date. Subject to compliance with Section 30 of this Ordinance, this ordinance shall become effective five (5) days from and after its final passage by the Vancouver City Council and publication of a summary of the ordinance pursuant to City Charter.

ORDINANCE - 22
Does not require codification

SIGNED this _____ day of _____, 2023.

Anne McEnerny-Ogle, Mayor

Attest:

By: Natasha Ramras, City Clerk or Designee

Approved as to form:

By: Jonathan Young, City Attorney or Designee

ORDINANCE - 23

Does not require codification

SUMMARY

ORDINANCE M-_____

AN ORDINANCE relating to management of the public rights-of-way, granting to LightSpeed Networks, Inc. dba LS Networks, an Oregon corporation, a non-exclusive and revocable franchise to install, operate and maintain a telecommunications system in, on, over, upon along, and across public rights-of-way of the City of Vancouver, Washington, prescribing certain rights, duties, terms and conditions with respect to such franchise; providing for setting an effective date and conditions.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).

ORDINANCE - 25

Does not require codification



Staff Report: 075-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/5/2023

SUBJECT Extension of the cable television franchise now held by Comcast of Washington V, LLC ("Comcast") for a period not to exceed 12 months to July 1, 2024

Key Points

- The current cable franchise agreement between the City and Comcast expires on July 1, 2023.
- Comcast, staff and legal counsel have made good progress but need additional time to negotiate a renewed franchise agreement.
- Staff recommends extending the Comcast franchise for a period not to exceed 12 months to July 1, 2024.
- The City/County Telecommunications Commission on April 19, 2023, recommended a franchise extension to facilitate the renewal process.

Strategic Plan Alignment

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

Objective 3.1: Strengthen community identity and sense of belonging

Present Situation

The current cable franchise agreement between the City (and Clark County) and Comcast will expire July 1, 2023. Comcast, staff, and legal counsel mutually recognize that while good progress has been made more time is needed to negotiate a renewed franchise agreement that will adequately meet the needs of the community now and in the future. In addition, City Charter requirements mandate a 30-day publication requirement for franchise agreements between first and second reading. This requirement makes it procedurally difficult if not impossible to have a new franchise in place by July 1, 2023.

Advantage(s)

Extension of the current franchise allows for adequate time to promote and facilitate an orderly

franchise renewal process.

Disadvantage(s)

Extension of the current franchise agreement will prolong the franchise renewal process. However, taking the necessary time to negotiate a new franchise agreement that is responsive to the community and provides for future growth will best serve citizens over the next decade.

Budget Impact

There will be no budget impacts. Franchise fees and PEG Capital Support will continue to be paid under the extended franchise.

Prior Council Review

Council first reading - May 1, 2023

Action Requested

On Monday, June 5, 2023, subject to second reading and a public hearing, approve the ordinance.

Jim Demmon, Video Services Manager, 360-487-8706

ATTACHMENTS:

- ▢ Cable franchise extension ordinance
- ▢ Form of Letter of Promise and Acceptance
- ▢ Telecommunications Commission Resolution 2023-01 Franchise Extension Recommendation
- ▢ Franchise Extension PowerPoint Presentation

05/01/23
06/05/23

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE relating to cable television; approving an extension of the cable television franchise awarded to Comcast of Washington V, LLC (“Comcast”) a limited liability corporation; and providing for conditions and an effective date.

WHEREAS, as authorized by VMC 5.19.090, the City may extend the term of a cable franchise beyond its original term; and

WHEREAS, the current Comcast franchises with the City of Vancouver and Clark County expire by their terms June 30, 2023; and

WHEREAS, the City, Clark County and Comcast have pursued renewal of the current franchise under the informal renewal process for Comcast’s City and County cable franchises as provided for by Section 626(h) of the Cable Communications Policy of 1984, as amended by the Cable Television Consumer Protection Act of 1992 (the “Acts”), 47 USC §546(h); and

WHEREAS, as set forth in SR _____, while good progress has been made in reaching agreement on the terms and conditions of the renewed franchises, additional time is necessary to complete the renewal process in an orderly manner and before the current City and County franchises expire; and

ORDINANCE - 1

WHEREAS, the Vancouver/Clark County Telecommunications Commission on April 19, 2023, recommended a franchise extension to facilitate the renewal process;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Finding. The City finds, based on SR_____, and the record before it, that the franchise extension approved by this ordinance is in the interest of the public.

Section 2. Franchise Extension. Pursuant to VMC 5.19.090, the City hereby approves an extension of the current City cable television franchise held by Comcast under Ordinance M-4036 for a period of twelve (12) months, from and including July 1, 2023, through and including July 1, 2024, subject to the following conditions:

- A. That all terms of the franchise granted Comcast by Ordinance M-4036 shall remain in full force and effect and binding on Comcast and the City during the Franchise extension;
- B. That Comcast and City expressly reserves all their rights under Acts, including without limitation their rights in regard to the franchise renewal process under 47 USC §546 (Renewal); and
- C. That pursuant to VMC 5.19.130, Comcast shall provide its written and sworn unconditional acceptance and promise to comply with all provisions, terms and conditions of the Franchise as extended.

Section 3. Effective date. This ordinance shall be effective July 1, 2023, provided that the following conditions have been met on or before June 30, 2023:

- a. The filing of the Letter of Acceptance and Promise by Comcast pursuant to Section 2.C hereof in a form preapproved by the City Attorney.

ORDINANCE - 2

- b. The passage by the Clark County Council of an appropriate resolution or ordinance approving a comparable extension of Comcast's current County franchise.

If all of the above have not occurred by June 30, 2023, this ordinance shall be null and void.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this _____ day of _____, 2023.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

ORDINANCE - 3

AN ORDINANCE relating to cable television; approving an extension of the cable television franchise awarded to Comcast of Washington V, LLC (“Comcast”) a limited liability corporation; and providing for conditions and an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

**FORM OF CITY OF VANCOUVER
LETTER OF ACCEPTANCE AND PROMISE**

City of Vancouver
Cable Television Office
ATTENTION: Jim Demmon
City/County Cable Television Manager
415 W. 6th Street
P.O. Box 1995
Vancouver, Washington 98668-1995

LETTER OF ACCEPTANCE AND PROMISE

To: City of Vancouver and Vancouver/Clark County Telecommunications Commission

1. Comcast of Washington V, LLC, a limited liability corporation organized under the laws of the State of Washington (the “Grantee”), through its authorized representative(s) below signed does hereby submit this sworn and notarized Letter of Acceptance and Promise as required pursuant to Section 2.C of Vancouver Ordinance M-_____ ¹and VMC 5.19.090.
2. The signatory to this letter has full authority to make the statements and representations in this letter on behalf of the Grantee.
3. The Grantee, by and through the below signed and sworn representative(s) hereby unconditionally accepts and promises to comply with all terms, provisions and conditions of the cable Franchise granted by the City of Vancouver, Washington (the Franchise Authority), under Ordinance M-4053 and with the terms and conditions of Ordinance M-_____ extending the Franchise through July 1, 2024.
4. Grantee expressly reserves all rights under the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection Act of 1992, including without limitation its rights in regard to the franchise process under 47 USC §546.
5. This Letter of Acceptance and Promise is binding upon the Grantee effective the date of signing of this Letter of Acceptance and Promise as shown below.

¹ The Ordinance number will be filled in/provided by the assistant to City Council as soon as the extension ordinance is adopted.

COMCAST OF WASHINGTON V, LLC

By: _____
Name: _____
Title: _____
Date: _____

STATE OF)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____
signed this instrument, and on oath stated that s/he was authorized to execute this instrument
and acknowledged it as the _____ of Comcast of Washington V, LLC to
be the free and voluntary act of such party for the uses and purposes mentioned in the
instrument.

Dated: _____

Signature of Notary Public
Name: _____ (Please print)
Title: NOTARY PUBLIC
My Commission Expires: _____

Exhibit "A" - Franchise Extension Ordinance

City/County Telecommunications Commission

RESOLUTION 2023 – 01

Regarding a Recommendation to Extend the Franchise Agreement Now Held by Comcast of Washington V, LLC for a Period Not to Exceed July 1, 2024

Section 1. Findings

- 1.1 The City of Vancouver ("City"), Washington and Clark County ("County"), Washington granted separate, but parallel, non-exclusive ten-year franchises for cable television services to Comcast of Washington V, LLC ("Comcast"). The current franchises are scheduled to expire June 30, 2023.
- 1.2 As authorized by Vancouver Municipal Code ("VMC") Chapter 5.19.090 and Clark County Code ("CCC") 36.04A.090 and .130, the City and County may extend the term of a cable franchise beyond its original expiration date when found to be in the interest of the public upon agreement with the cable company.
- 1.3 The City, County and Comcast have pursued renewal of the current franchise under the informal renewal process for Comcast's City and County cable franchises as provided for by Section 626(h) of the Cable Communications Policy Act of 1984, as amended by the Cable Televisions Consumer Protection Act of 1992 (the "Acts"), 47 USC § 546(h).
- 1.4 While good progress has been made in reaching an agreement on the terms and conditions of renewed franchises, additional time is necessary to complete the renewal process in an orderly manner and before the current City and County franchises expire.
- 1.5 Staff proposes a twelve-month extension of the current Comcast cable franchise for a period not to exceed July 1, 2024, to complete the renewal process in an orderly manner, subject to the following terms and conditions:
 - 1.5.1 That all terms of the existing franchises with the City and County shall remain in full force and effect and binding on Comcast, the City and County during the Franchise extension;

- 1.5.2 That Comcast, the County and City expressly reserve all their rights under the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection Act of 1992 (“the Acts”), including without limitations their rights in regard to the franchise renewal process under 47 USC § 546 (Renewal); and
- 1.5.3 That Comcast shall provide its written and sworn unconditional acceptance and promise to comply with all provisions, terms and conditions of the Franchises as extended.
- 1.6 The City/County Telecommunications Commission (“Commission”) is established by VMC Chapter 5.19 and CCC Chapter 36 to, among other duties, review and make recommendations on all applications for franchises (including franchise extensions) to provide cable television service within the City or the unincorporated County, and in such connection to hold public hearings thereon and to make written reports and recommendations to the Vancouver City Council (“City Council”) and the Clark County Council (“County Council”).
- 1.7 The Commission conducted a public hearing regarding the franchise extension proposal at its April 19, 2023, meeting.
- 1.8 Following conclusion of the public hearing the matter was returned to the Commission for consideration of Resolution 2023-01.
- 1.9 The Commission finds that the proposed franchise extension period, not to exceed July 1, 2024, provides adequate time to promote and facilitate an orderly franchise renewal process.

NOW, THEREFORE BE IT RESOLVED:

Section 2.

- 2.1 The City/County Telecommunications Commission adopts the findings and recommendations as presented in Section 1 above, including all attachments, considerations, and conditions for a twelve-month extension of the current franchise agreement with Comcast of Washington V, LLC to a period not to exceed July 1, 2024.
- 2.2 The Commission recommends that the City and the County adopt the franchise extension agreement and extend the current franchise with Comcast for a period not to exceed July 1, 2024.
- 2.3 The Commission directs staff to immediately forward a copy of this Resolution 2023–01 and its attachments to the Vancouver City Council and Clark County Council.

Approved (Date): 4/19/2023, 2023

A handwritten signature in black ink, appearing to read "Paul Dicker", written over a horizontal line.

Paul Dicker, Chair, City/County Telecommunications Commission

Exhibit:

Exhibit A – Draft Comcast Letter of Acceptance and Promise to the City of Vancouver, submitted April 19, 2023

Exhibit B – Draft Comcast Letter of Acceptance and Promise to the Clark County, submitted April 19, 2023

2023 -01.doc

Comcast Cable Franchise Extension

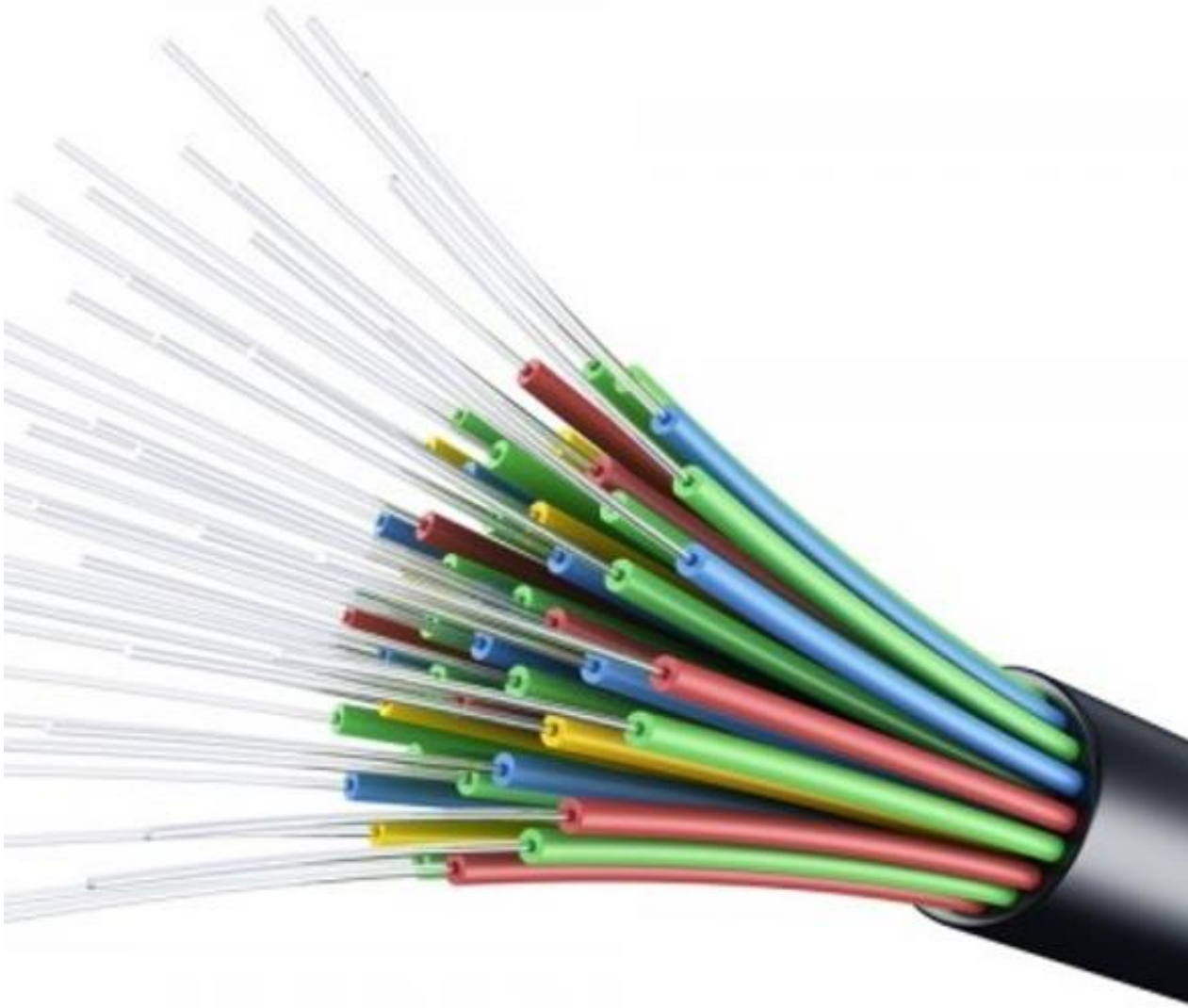
Jim Demmon
Video Services Manager
City/County Cable TV Office





Cable Franchise Negotiations

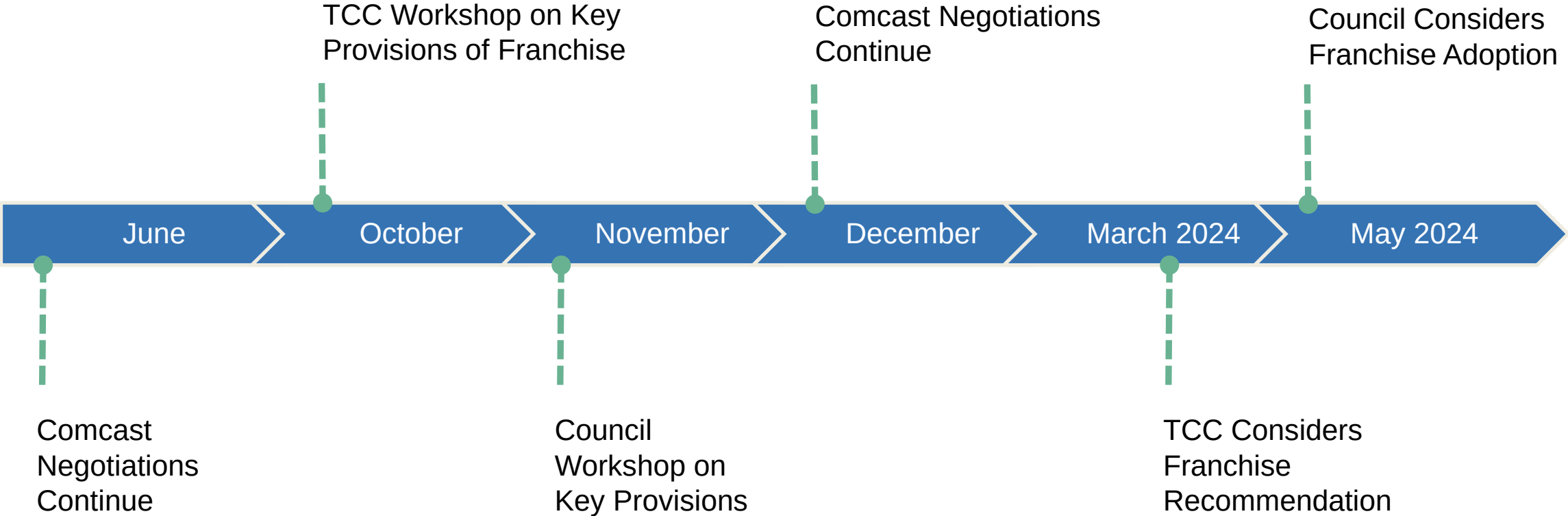
- Current franchise agreement expires on July 1, 2023
- Negotiation sessions began on August 2, 2022
- Comcast, staff and legal counsel making good progress but additional time is needed



Cable Franchise Extension Request

- Extend existing Comcast franchise to July 1, 2024
- City/County Telecommunications Commission recommended an extension on April 19, 2023
- All existing provisions of the cable franchise remain in place
- Extensions are common practice

Cable Franchise Renewal Timeline



Thank You
Questions?





Staff Report: 098-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 6/5/2023

SUBJECT Moratorium Extension for Large Warehouse and Distribution Centers

Key Points

- On December 5, 2022, City Council enacted by emergency ordinance, a temporary moratorium on the acceptance of new or expanded warehouses larger than 100,000 square feet in order to allow time to study long term land use implications and develop any necessary code changes to address identified issues;
- On February 6, 2023, following a public hearing, City Council passed a resolution affirming the moratorium, but requested that staff return with several amendments to the original ordinance, including: 1) increase the threshold of warehouse space covered by the moratorium from 100,000 square feet or larger to 250,000 square feet or larger; 2) exempt warehouses proposed by the Port of Vancouver on port property from the moratorium; and 3) exempt warehouses that will exclusively supply storage intended for the traded sector;
- On March 6, 2023, City Council held a public hearing to consider the above three modifications to the moratorium and adopted an ordinance approving such changes;
- On May 1, 2023 at a Council Workshop, city staff provided an update of analysis completed to-date, early observations, and remaining analysis to be completed by the city's consultant and staff, and indicated that the moratorium should be extended but that the original timeline for developing code provisions could be shortened substantially;
- Per state law, development moratoria cannot exceed six months, unless extended by City Council following a public hearing;
- Staff is recommending that City Council extend the moratorium by six months to allow for remaining analysis and code amendments to be completed; staff anticipates completing the project in four months.

Strategic Plan Alignment

Goal 1: Ensure our built environment is one of the safest, most environmentally responsible and maintained in the Pacific Northwest

Goal 9: Build the strongest, most resilient economy in the Pacific Northwest

Objective 9.1: Create infrastructure and policies that support job creation

Present Situation

In December when the moratorium was enacted there were seven pre-development or development applications for large warehouse and distribution facilities between 275,000 square feet up to 680,000 square feet, which are much larger than typical warehouses, for a total of 3.34 million square feet of proposed new warehouse structures.

Upon more recent review of the seven warehouses initially identified, one warehouse building was completed and issued an occupancy permit, and a second requires a zone change approval, and therefore staff reports that there are a total of five (5) warehouses in the development review or construction process, instead of seven, with a total of 2.8 million square feet of building space.

These extremely large facilities appear to be a growing trend in response to an increased demand for online shopping and parcel delivery, and the size of these new types of facilities and fast pace of this change is a growing concern in other communities throughout the U.S.

Such facilities consume vast amounts of limited industrial land yet provide very few jobs per acre and offer typically low skill and low wage positions and are therefore not a high priority use in the Clark County Economic Development Plan, which the City has adopted.

A primary concern is the land-intensive nature of these large warehouses and low job creation, but other issues such as air pollution, implications on the City's climate action goals, increase in truck traffic to vulnerable neighborhoods, and appropriately locating such warehouses near major arterial routes and highways need to be analyzed.

On February 6, 2023, City Council affirmed the moratorium but, in order to minimize impacts to local manufacturers or business-to-business storage needs, requested that the scope be narrowed as follows: 1) increase the total size of warehouse projects subject to the moratorium from 100,000 square feet to 250,000 square feet; 2) exempt the Port of Vancouver from the moratorium on property owned by the Port and provided that any warehouse is for shipment of bulk goods, not home delivery of retail goods; and 3) exempt warehouse facilities that are exclusively for traded sector goods.

Early analysis indicates that there are very few vacant or underdeveloped industrial parcels that could accommodate a warehouse of 250,000 square feet or larger, however several large parcels would be vulnerable to a large warehouse project becoming vested to existing standards if the moratorium is not extended to allow more time for new land use and development standards to be adopted.

Advantage(s)

1. Extending the moratorium will allow for more time to study the differences in physical and operational characteristics between large e-commerce warehouse facilities and more traditional wholesale warehouses to develop code amendments that address any impacts.
2. Several large parcels that appear to be poised for large warehouse development would not be able to vest to existing development code standards but would instead be subject to any new code provisions.

Disadvantage(s)

Property owners who are contemplating marketing their property for warehouses larger than 250,000 square feet and for which existing exemptions do not apply would need to wait longer to apply for city approvals, and any new use limitations or development standards would apply to such projects, which may increase costs.

Budget Impact

No impact to existing budget.

Prior Council Review

12/12/22 Emergency Ordinance Enacting Moratorium

1/23/23 City Council Workshop

2/27/23 City Council Public Hearing Affirming Moratorium

3/6/23 City Council Public Hearing Modifying Exemptions

5/1/23 City Council Workshop

5/22/23 City Council Consent Agenda

Action Requested

On Monday, June 5, 2023, subject to second reading and a public hearing, approve the ordinance.

Chad Eiken, Community Development Director, 360-487-7882; Bryan Snodgrass, Principal Planner, 360-487-7946

ATTACHMENTS:

- ▣ Ordinance
- ▣ Ord. M-4406
- ▣ Resolution M-4207
- ▣ Presentation

05/22/2023
06/05/2023

ORDINANCE NO. M-_____

AN ORDINANCE extending for an additional period of six months the Vancouver City Ordinance M-4406, which declared an emergency and imposed a six-month temporary moratorium upon the acceptance and processing of applications for permits for the development or expansion of large warehouse and distribution facilities totaling more than 250,000 square feet under the Warehouse/Freight Movement use classification in the Light Industrial (IL) and Heavy Industrial (IH) zoning districts, as defined in Vancouver Municipal Code Title 20 or as otherwise allowed, such as by prior development agreement, based on certain findings of fact justifying such action and adopted by City Council, directing staff to continue efforts to develop recommendations addressing the circumstances necessitating the moratorium, and establishing an immediate effective date.

WHEREAS, the City of Vancouver is a Charter City of the First Class and has the authority to adopt and renew temporary moratoria pursuant to the City's constitutional police powers, home rule authority, RCW 36.70A.390, and RCW 35.63.200; and

WHEREAS, on December 12, 2022, the Vancouver City Council adopted Ordinance No. M-4396, enacting a six-month temporary moratorium upon the acceptance and processing of applications for permits for the development or expansion of large warehouse and distribution facilities under the Warehouse/Freight Movement use classification in the Light Industrial (IL) and Heavy Industrial (IH) zoning districts, as defined in Vancouver Municipal Code Title 20 or as otherwise allowed, such as by prior development agreement, based on certain findings of fact justifying such action and adopted by City Council; and

WHEREAS, on February 6, 2023, following a public hearing, City Council passed a resolution affirming the moratorium but requesting certain amendments relating to the threshold of warehouse space covered, warehouses proposed by the Port of Vancouver, and warehouses that will exclusively supply storage intended for the traded sector; and

WHEREAS, on March 6, 2023, held a public hearing and adopted findings of fact supporting the enactment of the moratorium through adoption of Ordinance No. M-4406, amending and restating Ordinance No. M-4396;

WHEREAS, on May 1, 2023 at a City Council Workshop, City staff provided an update of analysis completed to-date, early observations, and a presented a work plan demonstrating remaining analysis to be completed by staff and the City's consultant and staff, which requires an estimated additional four months to complete;

WHEREAS, City Council has determined, pursuant to an additional public hearing and based on the findings contained herein demonstrating the necessity for extending the moratorium, that, pursuant to RCW 36.70A.390, this temporary moratorium must be renewed for an additional six month period; and

WHEREAS, the findings associated with Ordinance No. M-4406, as delineated herein, continue to pertain; and

WHEREAS, in December when the moratorium was enacted there were eight pre-development or development applications for large warehouse and distribution facilities between 275,000 square feet up to 680,000 square feet, which are much larger than typical warehouses, for a total of 3.34 million square feet of proposed new warehouse structures;

WHEREAS, upon more recent review of the warehouses initially identified, one warehouse building was completed and issued an occupancy permit, and a second requires a zone change

approval, and therefore staff reports that there are a total of total of 2.8 million square feet of warehouse building space in the development review or construction process; and

WHEREAS, a primary concern is the land-intensive nature of these large warehouses and low job creation, but other issues such as air pollution, implications on the City's climate action goals, increase in truck traffic to vulnerable neighborhoods, and appropriately locating such warehouses near major arterial routes and highways need to be analyzed; and

WHEREAS, as described in the *2018 – 2023 Clark County Economic Development Plan*, certain Traded Sector Industry cluster uses do promote economic development and job growth and may require facilities that would otherwise be delayed or prohibited by this ordinance; and

WHEREAS, permit applications for large warehouse and distribution facilities tend to be speculative in nature and may not have a defined user at the time of application or when land use approval rights may conditionally vest; and

WHEREAS, as set forth in the City's recent climate action plan workshops, building energy and transportation are the most significant sources of greenhouse gas emissions and are unavoidable elements of the large warehouse and distribution facility use; and

WHEREAS, warehouse capacity is reportedly at a premium in the United States with ninety-six percent of available space in use and the continued post-COVID-19 growth in e-commerce represents a fundamental shift in warehouse and shipping logistics requiring more and larger facilities not contemplated by the existing code or evaluated in the context of the City's current climate action priorities; and

WHEREAS, commercial real estate market data and warehouse development standards indicate that warehouses are typically constructed at less than 25,000 square feet or greater than 250,000 square feet for large-scale distribution and that those large warehouse and distribution

facilities of greater than 250,000 square feet are developing at an unprecedented and unforeseen rate; and

WHEREAS, the City currently allows warehouse and distribution facilities as a permitted use in the Light Industrial (IL) and Heavy Industrial (IH) zones with no limit on size and such facilities may be a permitted pursuant to existing development agreements; and

WHEREAS, the City does not have unlimited industrial land, particularly larger, contiguous parcels, and the consumptive nature of these facilities may foreclose opportunities for higher value employment sectors with lesser climate impacts; and

WHEREAS, the surge in new, large warehouse developments and national trends suggest that more such proposals will be forthcoming with unconsidered and potentially irreversible implications for the City's climate action goals, transportation systems, and stated goal of attracting high-skilled, high-wage employment uses; and

WHEREAS, bulk storage warehouses are integral to the operations of the Port of Vancouver USA, which, since it was established in 1912 as the authorized Port district for Clark County pursuant to Chapter 53.04 RCW, has played a key role in the region's economy and is the primary point of entry for goods arriving by ship and rail in Southwest Washington, and that the Port of Vancouver USA, in accordance with its authorized purposes under RCW 53.04.010 as a Washington port district, requires warehouse space to store goods that are arriving or being shipped to other destinations in fulfillment of its mission as a public jobs-creating agency; and

WHEREAS, an exception for warehouse development projects for the transshipment and storage of bulk goods and wholesale distribution on land owned and retained by the Port of Vancouver USA is merited based on the unique character of the Port of Vancouver USA as a public agency, provided that such an exception would not allow the Port of Vancouver USA to

transfer any vested rights that would otherwise be prohibited by this temporary moratorium and were obtained pursuant to this exception to a third party or to develop facilities for home delivery of retail goods; and

WHEREAS, without a temporary moratorium the City could, in the near future, receive applications for development that would conflict with the achievement of the long-range vision for the City's economic development and climate action initiatives but be vested to existing land use regulations before the City can study potential effects; and

WHEREAS, the enactment of this ordinance constitutes an emergency, due to potential land use, climate, transportation, and economic impacts that may result from continued development of large warehouse and distribution facilities without adequate standards to address unintended consequences; and

WHEREAS, extension of the temporary moratorium requires the City to hold public hearings and maximize public input in the development of standards without jeopardizing any possible land use options that may be precluded by unrestricted development; and

WHEREAS, the City Council finds that extension of the temporary moratorium promotes the public health, safety, and general welfare and convenience of the people of Vancouver, and will encourage the most desirable and productive use of land and properties; and

WHEREAS, extending the temporary moratorium will allow for more time to study the differences in physical and operational characteristics between large e-commerce warehouse facilities and more traditional wholesale warehouses to develop code amendments that address any impacts; and

WHEREAS, several large parcels that appear to be poised for large warehouse development would not be able to vest to existing development code standards, but would instead

be subject to any new code provisions; and

WHEREAS, based on the facts recited above, the City Council finds that it would be appropriate to extend the moratorium on new applications for such projects to allow the City additional time to study the climate, transportation infrastructure, and economic implications from this recent trend and, if merited by such study, recommend regulatory changes to the Vancouver Municipal Code as needed to address concerns;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Temporary Moratorium. As authorized by RCW 36.70A.390 and RCW 35.63.200 and justified by the findings of fact set forth above, the City Council hereby adopts a temporary moratorium upon the acceptance and processing of applications for permits for the development or expansion of large warehouse and distribution facilities totaling more than 250,000 square feet under the Warehouse/Freight Movement use classification in the Light Industrial (IL) and Heavy Industrial (IH) zoning districts, as defined in Vancouver Municipal Code Title 20 or as otherwise allowed, such as by prior development agreement.

Section 2. Exemptions.

Subsection A. Maintenance. The moratorium established in Section 1 of this ordinance shall not apply to permits required for upkeep, repair, or basic maintenance of existing large warehouse and distribution facilities or to work mandated by the City as necessary to maintain public health and safety.

Subsection B. Port of Vancouver USA. The moratorium established in Section 1 of this ordinance shall not apply to warehouse development projects on land owned and retained by the Port of Vancouver USA for the transshipment and storage of bulk goods and wholesale

distribution; provided that such exception will not apply to the transfer of any Vested Rights obtained by the Port of Vancouver USA pursuant to this exception that would otherwise be prohibited by this ordinance and provided that any such warehouse development shall not be for home delivery of retail goods.

Subsection C. Traded Sector Industry Use. Applications for permits otherwise prohibited by the moratorium established in Section 1 of this ordinance that are exclusively for use by a Traded Sector Industry shall continue to be processed throughout the duration of this ordinance, however no Vested Rights shall attach to any such Traded Sector Industry application until a Development Agreement is entered into with the City and recorded on the subject property in accordance with Chapter 20.250 VMC. For purposes of this ordinance, “Traded Sector Industry” shall be defined as North American Industry Classification System (NAICS) sectors 31, 32, 33, 42, 51, 54, and 55, in accordance with the respective industry sector clusters specified in the *2018-2023 Clark County Comprehensive Economic Development Plan*.

Section 3. Duration. This moratorium shall be in effect as an extension of Ordinance No. M-4406 for a period of six months following the effective date established in Section 6, below.

Section 4. Vested Rights. The moratorium created by this ordinance does not apply to properties with vested rights existing on the date of enactment of this ordinance. “Vested Rights” shall be defined in accordance with VMC 20.210.110 and VMC 20.250.040.

Section 5. Public Hearing Required. Pursuant to RCW 35.63.200 and RCW 36.70A.390, a public hearing on the adopted moratorium was held prior to the adoption of this ordinance.

Section 6. Effective Date. The City Council hereby finds and declares that an emergency exists which necessitates that this ordinance become effective immediately in order to

preserve the public health, safety, and welfare. This ordinance shall become effective immediately upon passage. The City Clerk is directed to publish a summary hereof including the title at the earliest possible publication date.

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this 6th day of June 2023.

Anne McEnery-Ogle, Mayor

ATTEST:

By: Natasha Ramras, City Clerk (or Designee)

APPROVED AS TO FORM:

By: Jonathan Young, City Attorney (or Designee)

SUMMARY

ORDINANCE NO. M-

AN ORDINANCE extending for an additional period of six months the Vancouver City Ordinance M-4406, which declared an emergency and imposed a six-month temporary moratorium upon the acceptance and processing of applications for permits for the development or expansion of large warehouse and distribution facilities totaling more than 250,000 square feet under the Warehouse/Freight Movement use classification in the Light Industrial (IL) and Heavy Industrial (IH) zoning districts, as defined in Vancouver Municipal Code Title 20 or as otherwise allowed, such as by prior development agreement, based on certain findings of fact justifying such action and adopted by City Council, directing staff to continue efforts to develop recommendations addressing the circumstances necessitating the moratorium, and establishing an immediate effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

2/27/2023

3/06/2023

ORDINANCE NO. M-4406

AN ORDINANCE amending and restating Vancouver City Ordinance M-4396, an ordinance declaring an emergency and imposing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development or expansion of large warehouse and distribution facilities totaling more than 250,000 square feet under the Warehouse/Freight Movement use classification in the Light Industrial (IL) and Heavy Industrial (IH) zoning districts, as defined in Vancouver Municipal Code Title 20 or as otherwise allowed, such as by prior development agreement, based on certain findings of fact justifying such action and adopted by City Council, and establishing an immediate effective date.

WHEREAS, in accordance with to Section 2.12 of the Vancouver City Charter, an ordinance to be revised or amended shall be re-enacted at length as revised or amended, this ordinance amends and restates Vancouver City Ordinance M-4396, originally adopted December 12, 2022; and

WHEREAS, the City has the authority to adopt temporary moratoria pursuant to RCW 36.70A.390 and RCW 35.63.200, provided that such action is justified by adopted findings of fact and a public hearing is scheduled and held within 60 days of adopting this emergency moratorium in accordance with these statutes; and

WHEREAS, this temporary moratorium may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact demonstrating the necessity for such an extension are made prior to each renewal; and

WHEREAS, warehouse and distribution facilities have a role in the local and regional

economy but, because they are typically a low skill and low employment use, they are not a high priority sector in the *2018 – 2023 Clark County Economic Development Plan*; and

WHEREAS, as described in the *2018 – 2023 Clark County Economic Development Plan*, certain Traded Sector Industry cluster uses do promote economic development and job growth and may require facilities that would otherwise be delayed or prohibited by this ordinance; and

WHEREAS, permit applications for large warehouse and distribution facilities tend to be speculative in nature and may not have a defined user at the time of application or when land use approval rights may conditionally vest; and

WHEREAS, as set forth in the City's recent climate action plan workshops, building energy and transportation are the most significant sources of greenhouse gas emissions and are unavoidable elements of the large warehouse and distribution facility use; and

WHEREAS, warehouse capacity is reportedly at a premium in the United States with ninety-six percent of available space in use and the continued post-COVID-19 growth in e-commerce represents a fundamental shift in warehouse and shipping logistics requiring more and larger facilities not contemplated by the existing code or evaluated in the context of the City's current climate action priorities; and

WHEREAS, commercial real estate market data and warehouse development standards indicate that warehouses are typically constructed at less than 25,000 square feet or greater than 250,000 square feet for large-scale distribution and that those large warehouse and distribution facilities of greater than 250,000 square feet are developing at an unprecedented and unforeseen rate; and

WHEREAS, the City currently has eight such proposed development projects in the land use application or building permit process, one with 80,000 square feet and seven with between

275,000 to 681,000 square feet of planned large warehouse and distribution facility space resulting in a total of 3.34 million allocated square feet; and

WHEREAS, the City currently allows warehouse and distribution facilities as a permitted use in the Light Industrial (IL) and Heavy Industrial (IH) zones with no limit on size and such facilities may be a permitted pursuant to existing development agreements; and

WHEREAS, the City does not have unlimited industrial land, particularly larger, contiguous parcels, and the consumptive nature of these facilities may foreclose opportunities for higher value employment sectors with lesser climate impacts; and

WHEREAS, the surge in new, large warehouse developments and national trends suggest that more such proposals will be forthcoming with unconsidered and potentially irreversible implications for the City's climate action goals, transportation systems, and stated goal of attracting high-skilled, high-wage employment uses; and

WHEREAS, bulk storage warehouses are integral to the operations of the Port of Vancouver USA, which, since it was established in 1912 as the authorized Port district for Clark County pursuant to Chapter 53.04 RCW, has played a key role in the region's economy and is the primary point of entry for goods arriving by ship and rail in Southwest Washington, and that the Port of Vancouver USA, in accordance with its authorized purposes under RCW 53.04.010 as a Washington port district, requires warehouse space to store goods that are arriving or being shipped to other destinations in fulfillment of its mission as a public jobs-creating agency; and

WHEREAS, an exception to Ordinance M-4396 for warehouse development projects for the transshipment and storage of bulk goods and wholesale distribution on land owned and retained by the Port of Vancouver USA is merited based on the unique character of the Port of Vancouver USA as a public agency, provided that such an exception would not allow the Port of Vancouver

USA to transfer any vested rights that would otherwise be prohibited by this temporary moratorium and were obtained pursuant to this exception to a third party or to develop facilities for home delivery of retail goods; and

WHEREAS, without a temporary moratorium the City could, in the near future, receive applications for development that would conflict with the achievement of the long-range vision for the City's economic development and climate action initiatives but be vested to existing land use regulations before the City can study potential effects; and

WHEREAS, the enactment of this ordinance constitutes an emergency, due to potential land use, climate, transportation, and economic impacts that may result from continued development of large warehouse and distribution facilities without adequate standards to address unintended consequences; and

WHEREAS, a temporary moratorium will require the City to hold public hearings and maximize public input in the development of standards without jeopardizing any possible land use options that may be precluded by unrestricted development; and

WHEREAS, the City Council finds that the adoption of a temporary moratorium promotes the public health, safety, and general welfare and convenience of the people of Vancouver, and will encourage the most desirable and productive use of land and properties; and

WHEREAS, based on the facts recited above, the City Council finds that it would be appropriate to enact a moratorium on new applications for such projects to allow the City time to study the climate, transportation infrastructure, and economic implications from this recent trend and, if merited by such study, recommend regulatory changes to the Vancouver Municipal Code as needed to address concerns;

NOW, THEREFORE,

ORDINANCE - 4

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Temporary Moratorium. As authorized by RCW 36.70A.390 and RCW 35.63.200 and justified by the findings of fact set forth above, the City Council hereby adopts a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development or expansion of large warehouse and distribution facilities totaling more than 250,000 square feet under the Warehouse/Freight Movement use classification in the Light Industrial (IL) and Heavy Industrial (IH) zoning districts, as defined in Vancouver Municipal Code Title 20 or as otherwise allowed, such as by prior development agreement.

Section 2. Exemptions.

Subsection A. Maintenance. The moratorium established in Section 1 of this ordinance shall not apply to permits required for upkeep, repair, or basic maintenance of existing large warehouse and distribution facilities or to work mandated by the City as necessary to maintain public health and safety.

Subsection B. Port of Vancouver USA. The moratorium established in Section 1 of this ordinance shall not apply to warehouse development projects on land owned and retained by the Port of Vancouver USA for the transshipment and storage of bulk goods and wholesale distribution; provided that such exception will not apply to the transfer of any Vested Rights obtained by the Port of Vancouver USA pursuant to this exception that would otherwise be prohibited by this ordinance and provided that any such warehouse development shall not be for home delivery of retail goods.

Subsection C. Traded Sector Industry Use. Applications for permits otherwise prohibited by the moratorium established in Section 1 of this ordinance that are exclusively for use

by a Traded Sector Industry shall continue to be processed throughout the duration of this ordinance, however no Vested Rights shall attach to any such Traded Sector Industry application until a Development Agreement is entered into with the City and recorded on the subject property in accordance with Chapter 20.250 VMC. For purposes of this ordinance, “Traded Sector Industry” shall be defined as North American Industry Classification System (NAICS) sectors 31, 32, 33, 42, 51, 54, and 55, in accordance with the respective industry sector clusters specified in the *2018-2023 Clark County Comprehensive Economic Development Plan*.

Section 3. Duration. This moratorium shall be in effect for six months following the effective date established in Section 6 of Ordinance M-4396.

Section 4. Vested Rights. The moratorium created by this ordinance does not apply to properties with vested rights existing on the date of enactment of this ordinance. “Vested Rights” shall be defined in accordance with VMC 20.210.110 and VMC 20.250.040.

Section 5. Public Hearing Required. Pursuant to RCW 35.63.200 and RCW 36.70A.390, a public hearing on the adopted moratorium will be held no more than sixty days following the adoption of this ordinance.

Section 6. Effective Date. The City Council hereby finds and declares that an emergency exists which necessitates that this ordinance become effective immediately in order to preserve the public health, safety, and welfare. This ordinance shall become effective immediately upon passage. The City Clerk is directed to publish a summary hereof including the title at the earliest possible publication date.

SIGNED this 6th day of March 2023.

DocuSigned by:

Anne McEnerny-Ogle

6C89D9089EC5424...

Anne McEnerny-Ogle, Mayor

ATTEST:

DocuSigned by:

Natasha Ramras

BCF6734E40E04AE...

By: Natasha Ramras, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Jonathan Young

9A7DC2E31F694A2

By: Jonathan Young, City Attorney

ORDINANCE - 7

SUMMARY

ORDINANCE NO. M-4406

AN ORDINANCE amending and restating Vancouver City Ordinance M-4396, an ordinance declaring an emergency and imposing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development or expansion of large warehouse and distribution centers totaling more than 250,000 square feet under the Warehouse/Freight Movement use classification in the Light Industrial (IL) and Heavy Industrial (IH) zoning districts, as defined in Vancouver Municipal Code Title 20 or as otherwise allowed, such as by prior development agreement, based on certain findings of fact justifying such action and adopted by City Council, and establishing an immediate effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

02/06/2023

RESOLUTION NO. M-4207

A RESOLUTION making findings of fact in support of the adoption of Ordinance M-4396 declaring an emergency and imposing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development or expansion of large warehouse and distribution facilities totaling more than 250,000 square feet under the Warehouse/Freight Movement use classification in the Light Industrial (IL) and Heavy Industrial (IH) zoning districts, as defined in Vancouver Municipal Code Title 20 or as otherwise allowed, such as by prior development agreement, based on certain findings of fact justifying such action and adopted by City Council, and establishing an immediate effective date.

WHEREAS, on December 12, 2022, the City Council adopted Ordinance M-4396 as an emergency action in the absence of a public hearing; and

WHEREAS, the City has the authority to adopt temporary moratorium pursuant to RCW 36.70A.390 and RCW 35.63.200, provided that such action is justified by adopted findings of fact and a public hearing is scheduled and held within 60 days of adopting this emergency moratorium in accordance with these statutes; and

WHEREAS, the Council held a public hearing on February 6, 2023, and sets forth in this resolution its findings as follows.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The City currently has eight such proposed development projects in the land use application or building permit process, one with 80,000 square feet and seven with between

RESOLUTION - 1

275,000 to 681,000 square feet of planned large warehouse and distribution facility space resulting in a total of 3.34 million allocated square feet.

Section 2. The City currently allows facilities for the Warehouse/Freight Movement use classification in the Light Industrial (IL) and Heavy Industrial (IH) zoning districts, as defined in Vancouver Municipal Code Title 20 or as otherwise allowed, such as by prior development agreement.

Section 3. Nationally, warehouse capacity is reportedly at a premium with ninety-six percent of available space in use and the continued post-COVID-19 growth in e-commerce represents a fundamental shift in warehouse and shipping logistics requiring more and larger facilities not contemplated by the existing code or evaluated in the context of the City's Climate Action Framework, which indicates that 90% of Vancouver's emissions are from either transportation or buildings.

Section 4. Commercial real estate market data and warehouse development standards indicate that warehouses are typically constructed at less than 25,000 square feet or greater than 250,000 square feet for large-scale distribution and that those large warehouse and distribution facilities of greater than 250,000 square feet are developing at an unprecedented and unforeseen rate.

Section 5. Warehouse and distribution facilities have a role in the local and regional economy but, because they are typically a low skill and low employment use, they are not a high priority sector in the *Clark County Economic Development Plan*.

Section 6. the City currently allows warehouse and distribution facilities as a permitted use in the Light Industrial (IL) and Heavy Industrial (IH) zones with no limit on size and such facilities may be a permitted pursuant to existing development agreements.

RESOLUTION - 2

Section 7. The City does not have unlimited industrial land, particularly larger, contiguous parcels, and the consumptive nature of these facilities may foreclose opportunities for higher value employment sectors with lesser climate impacts.

Section 8. The City currently has eight such proposed development projects in the land use application or building permit process, one with 80,000 square feet and seven with between 275,000 to 681,000 square feet of planned large warehouse and distribution facility space resulting in a total of 3.34 million allocated square feet.

Section 9. The rapid expansion of large warehouse and distribution facilities throughout the United States and regionally is primarily related to an increase in home delivery of retail goods and changes in supply chain systems

Section 10. The surge in new, large warehouse developments and national trends suggest that more such proposals will be forthcoming with unconsidered and potentially irreversible implications for the City's supply of industrial land for higher employment uses, climate action goals, transportation systems, and stated goal of attracting high-skilled, high-wage employment uses.

Section 11. Without a temporary moratorium the City could, in the near future, receive applications for development that would vest to existing standards that may conflict with the achievement of the long-range vision for these areas according to the City's Strategic Plan, Comprehensive Plan, and Climate Action Framework and the City finds that in order to preserve the ability the most beneficial land use and future development, it is necessary to temporarily restrict development and expansion of large warehouse and distribution facilities and to further evaluate and potentially refine appropriate warehouse and distribution use and development standards within certain zones or transportation corridors.

RESOLUTION - 3

Section 12. City Council recognizes that bulk storage warehouses are integral to the operations of the Port of Vancouver USA, which, since it was established in 1912 as an authorized Port district pursuant to Chapter 53.04 RCW, has played a key role in the region's economy and is the primary point of entry for goods arriving by ship and rail in Southwest Washington, and that the Port of Vancouver USA requires warehouse space to store goods that are arriving or being shipped to other destinations in fulfillment of its mission as a public jobs-creating agency.

Section 13. The enactment of Ordinance M-4396 provided an exception from the temporary moratorium for permits required for upkeep, repair, or basic maintenance of existing large warehouse and distribution facilities or to work mandated by the City as necessary to maintain public health and safety.

Section 14. The City Council finds that an additional exception to Ordinance M-4396 for warehouse development projects specifically for the transshipment and storage bulk goods on land owned and retained by the Port of Vancouver USA is merited based on the unique character of the Port of Vancouver USA as a public agency, however this exception does not allow the Port of Vancouver USA to transfer any vested rights obtained while Ordinance M-4396 is effective, in its current form or as subsequently amended or extended, that would otherwise be prohibited under the temporary moratorium.

Section 15. The enactment of Ordinance M-4396 constituted an emergency due to potential irreversible land use impacts that would result from continued development of large warehouse and distribution facilities without a thorough evaluation of current economic, transportation, and climate impacts, an assessment of buildable industrial land within City limits, and an assessment of whether existing land use standards are adequate for the changing market.

Section 16. The temporary moratorium will allow the City additional time to research and

RESOLUTION - 4

develop standards for the development of large warehouse and distribution facilities, implement additional new regulation elements, and amend existing zoning ordinances, if necessary.

Section 17. A temporary moratorium will enable the City to engage in community outreach, evaluate strategies implemented by comparable municipalities, and maximize public input in the development of standards without jeopardizing any possible land use options that may be precluded by unrestricted development.

Section 18. The City Council finds that the adoption of this temporary moratorium promotes the public health, safety, and general welfare and convenience of the people of Vancouver, and will encourage the most desirable and productive use of land and properties.

ADOPTED at by the Vancouver City Council this 6th day of February, 2023.

DocuSigned by:
Anne McEnerny-Ogle
6C89B9289FC5424...
Anne McEnerny-Ogle, Mayor

Attest:

DocuSigned by:
Natasha Ramras
BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
Jonathan Young
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Jonathan Young, City Attorney

RESOLUTION - 5



Warehouse Moratorium Extension

City Council Public Hearing
June 5, 2023



Chad Eiken, Director, CDD
Bryan Snodgrass, Principal Planner, CDD

Agenda

- Recap of Study Goals
- Initially-Proposed Timeline
- Early Observations
- Remaining Tasks
- Moratorium Extension Needed
- Proposed Revised Timeline
- Staff Recommendation



Warehouse Study Goals



**Understand
Differences
& Impacts**

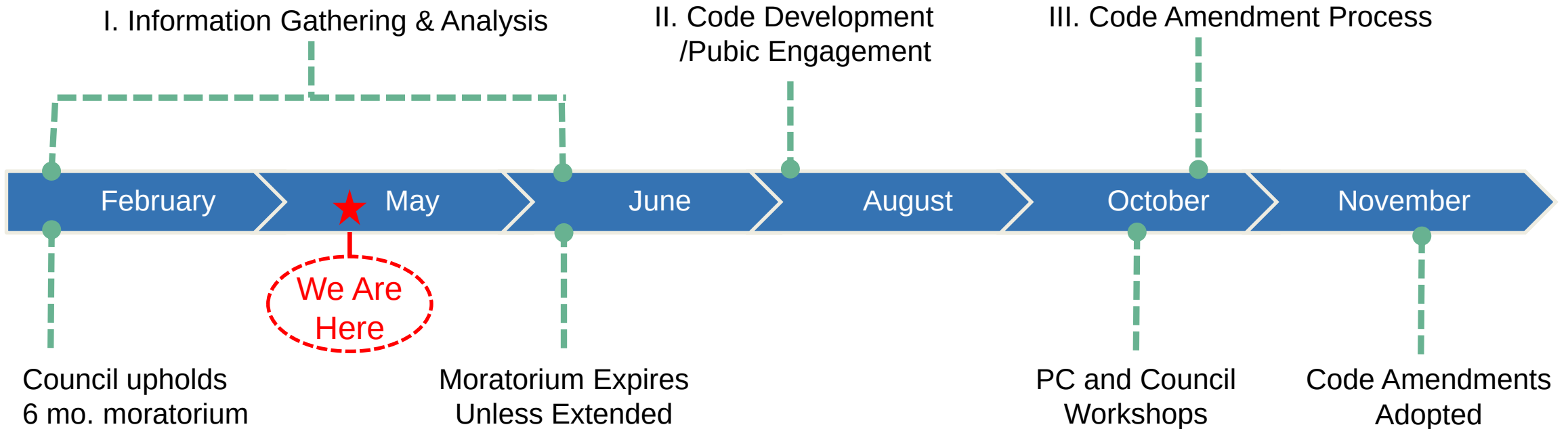


**Gather Public
and
Stakeholder Input**



**Propose Code
Amendments**

Initially-Proposed Project Timeline



Three key stages of work plan include Information Gathering, Code Development, and Code Amendment Process, with final code to be adopted in November

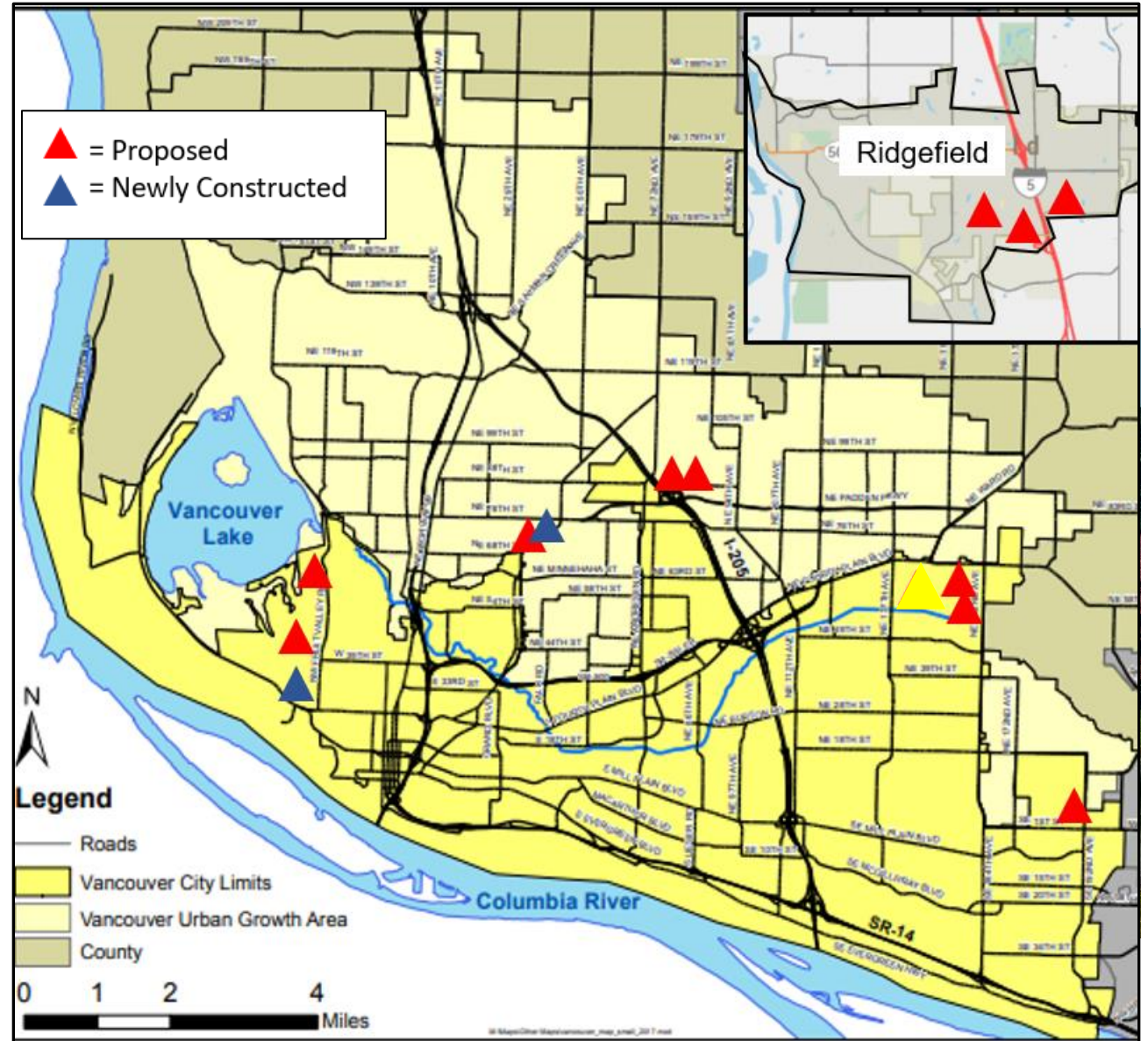
Early Observations

Summary of Proposed Warehouses (>100,000 s.f.) in Clark County

- Total of 12 proposed large warehouses in Clark County (5 in Vancouver)
- Total building area of all proposed warehouses = 6.08 million square feet; Vancouver's share = 45%
- Largest is in Camas (835,765 s.f.)
- Average size = 506,500 s.f.
- Based on average lot coverage, it takes about 14.0 acres to accommodate a 250,000 s.f. building

Proposed Warehouses >100,000 s.f. in Clark County

- City of Vancouver = 5
- Unincorporated Clark County = 3
- Ridgefield = 3
- Camas = 1

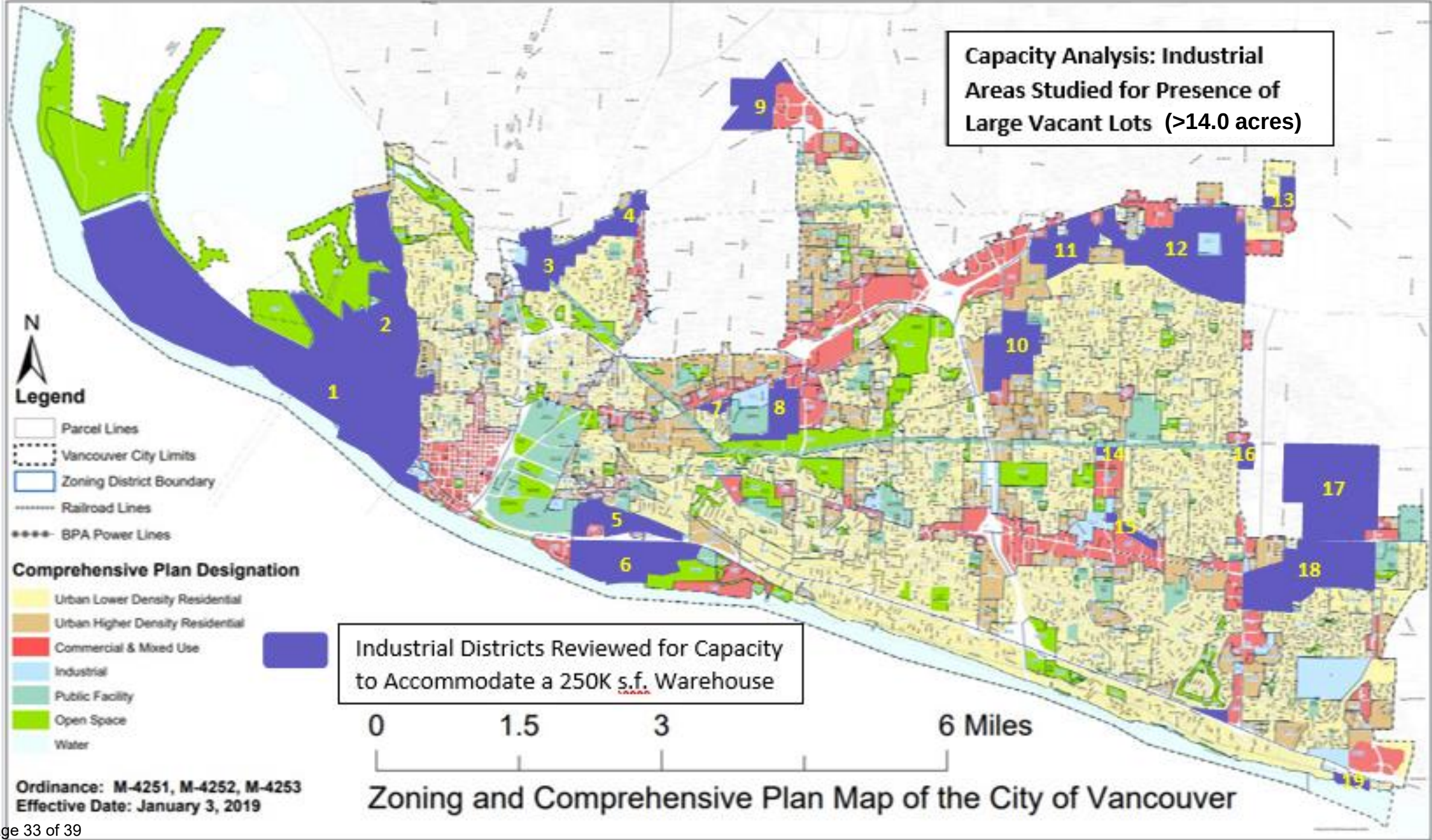


Early Observations

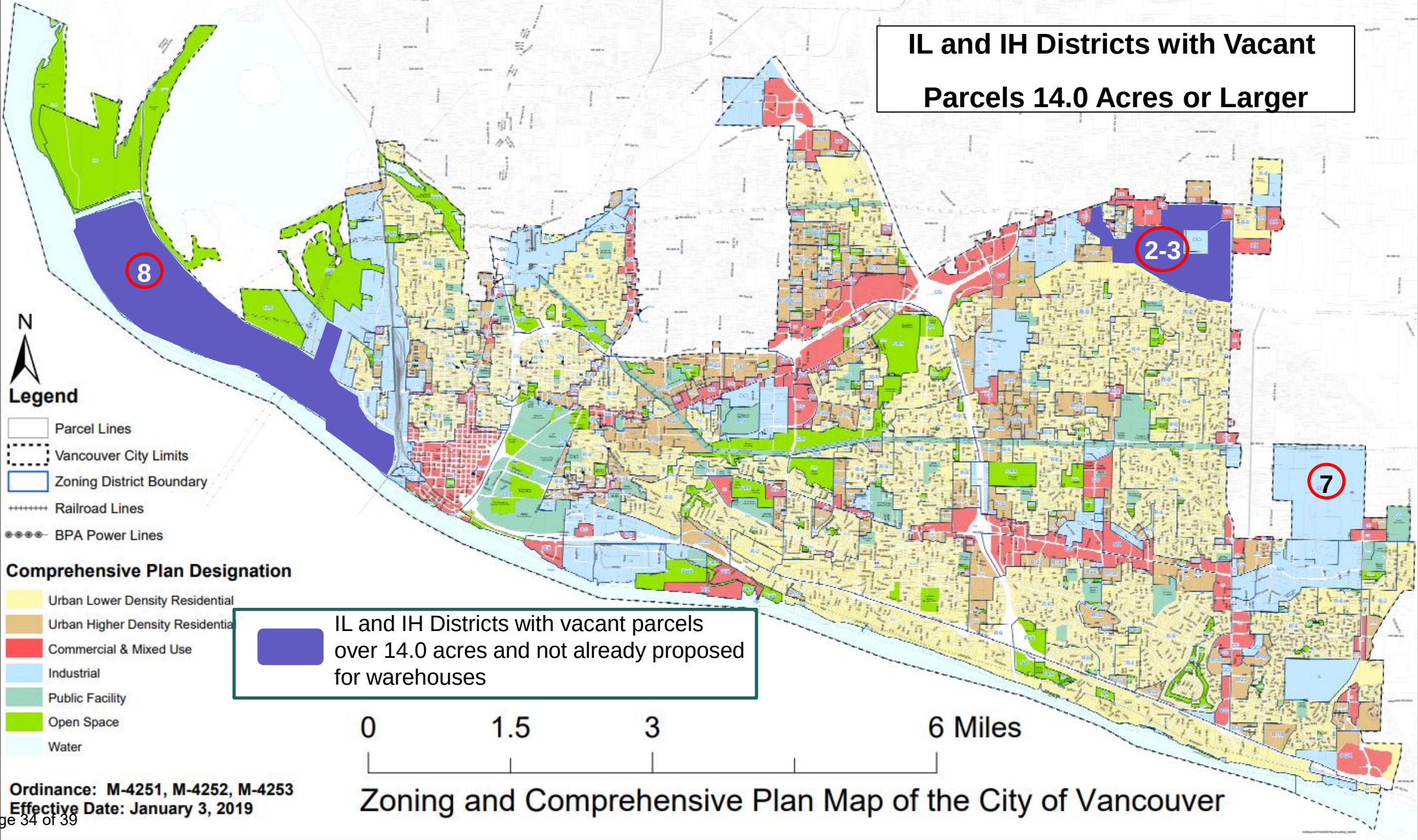
Availability of industrial land for large warehouses in City



- Staff looked at every Light Industrial (IL) and Heavy Industrial (IH) district in the City for:
 - Vacant/underutilized parcels over 14 acres in size not already with a vested warehouse project
- Staff also looked at large vacant parcels in Section 30 (zoned Employment Center Mixed Use – ECX)
- Conclusion: there are not many vacant industrial parcels >14 acres, except in Section 30 and the Port



**IL and IH Districts with Vacant
Parcels 14.0 Acres or Larger**



Legend

- Parcel Lines
- Vancouver City Limits
- Zoning District Boundary
- Railroad Lines
- BPA Power Lines

Comprehensive Plan Designation

- Urban Lower Density Residential
- Urban Higher Density Residential
- Commercial & Mixed Use
- Industrial
- Public Facility
- Open Space
- Water

IL and IH Districts with vacant parcels over 14.0 acres and not already proposed for warehouses

0 1.5 3 6 Miles

Ordinance: M-4251, M-4252, M-4253
Effective Date: January 3, 2019

Zoning and Comprehensive Plan Map of the City of Vancouver



Waterfront Moratorium Extension - 10

Remaining Tasks

Fehr & Peers, GLD Partners to Study:

- Physical/siting characteristics
- Operational characteristics
- Economic factors
- Adaptive re-use factors
- Sustainability/climate action features

Stakeholder/Public Engagement

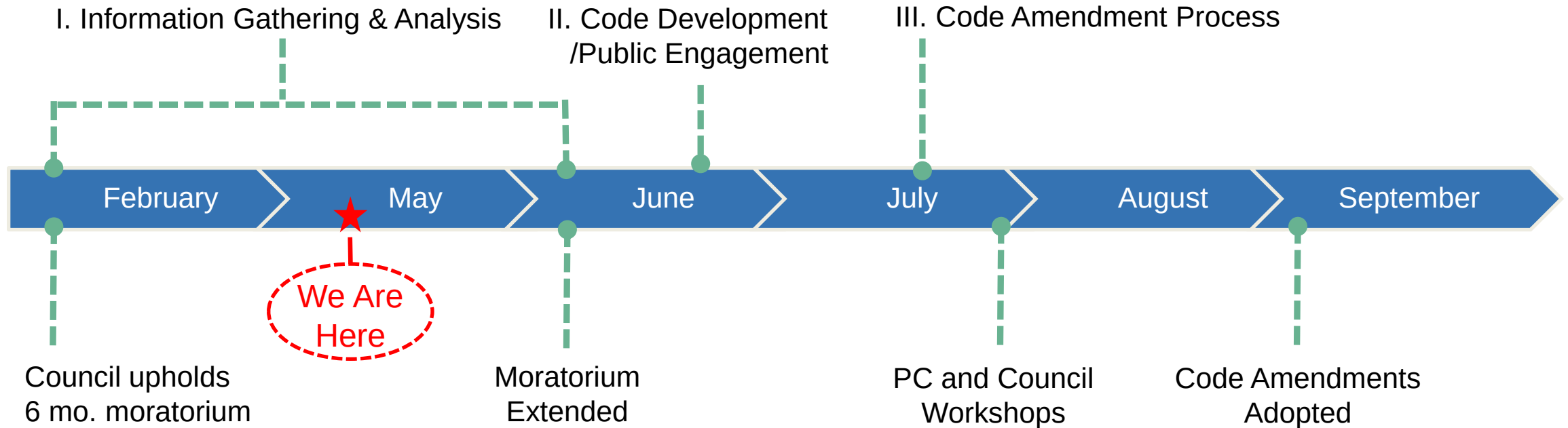
Code Development

Moratorium Extension Needed

- Fewer parcels at risk of being developed for very large warehouses than initially thought
- More analysis is needed to address impacts
- Several large parcels considered vulnerable to new warehouse projects



Proposed Revised Project Timeline



Three key stages of work plan include Information Gathering, Code Development, and Code Amendment Process, with final code to be adopted in September

Staff Recommendation



Staff recommends that following a public hearing, Council extend the moratorium on new large warehouses to allow for further analysis of impacts and to propose development code amendments.

Thank You

To learn more, visit: beheardvancouver.org/warehouse



DATE: May 24th, 2023

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

CC: Becky Coutinho, Associate Planner and Bryan Snodgrass, Principal Planner
Community Development Department

RE: Evergreen and Grand Commercial Corridors Strategy Implementation Update

Introduction

This memorandum is intended to update City Council on the status of the Evergreen and Grand commercial corridors implementation process. This memorandum includes a recap of the associated Strategy document adopted in 2022, and recent and upcoming work intended to result in zoning code changes and various other implementation measures in 2023. The Evergreen and Grand Commercial Corridors Strategy can be viewed here: [Commercial Corridors Strategy | City of Vancouver, Washington, USA](#).

Strategy Document

The Evergreen and Grand Commercial Corridors Strategy document was adopted by City Council on February 28, 2022, intended to guide future zoning code text changes and other land use, community development and transportation implementation.

Both Planning Commission and City Council reviewed the document through a combined nine workshops and four public hearings. Community outreach occurred through one in-person and four virtual community meetings, direct communications with individual stakeholders, the project website, and surveys and communication through the City of Vancouver Be Heard page. The process began in early 2020 and lasted until late 2021.

Within the corridors, the Strategy includes three different character areas – a Main Street Commercial Mixed-Use Corridor, a Residential Mixed-Use Corridor, and a Bus Rapid Transit (BRT) Hub. Within these areas the proposed regulatory changes would include allowances for ground floor commercial uses, building height limitations, minimum off-street parking requirements, and requirements for building to achieve an 'active edge' at the ground floor. Specifically, the current standard requiring first floor non-residential uses is recommended to be maintained along Grand Boulevard, with additional flexibility recommended along Evergreen Boulevard and the BRT hub. The current 50 foot

maximum is proposed to be modulated, with increased heights up to five stories allowed on the west side of the BRT hub, four stories allowed on most of Grand and Evergreen Boulevards, and a three-story limit on other portions of Evergreen. For parking, one space is proposed to be required per 1,000 feet of commercial floor area. No minimum is proposed for ground floor retail in mixed-use buildings. One space is proposed per residential dwelling unit. To create active edge along the development, it is recommended to require a maximum front setback of 0-5 feet at the ground floor only regardless of building height, as well as establishing front door access and minimum ground floor transparency requirements for both commercial and residential uses.

In addition to land use regulations, there are several additional regulatory and programmatic recommendations in the Strategy. Some of these include adopting standards that support activating vacant and underutilized spaces, developing design guidelines bolstering local identity and street activation that considers development affordability, and encouraging streetscape improvements in all redevelopment projects. The Strategy recommended and an effort is currently underway to extend the City's Multi-Family Tax Exemption (MFTE) program to this area, calibrated to implement the vision and goals for the corridors and add workforce housing. The Strategy recommends other longer-term non-regulatory programmatic investments, including the creation of a business district organization to support art, events, and other placemaking activities.

Implementation Work

Following the adoption of the Strategy, City Staff completed a competitive request for proposal process to secure a consultant to aid in the work of creating development regulations and additional implementation measures. Cascadia Partners, a full-service urban planning, real estate, environmental sustainability, and public engagement consulting firm was chosen. The consultant began work in October 2022, and has presented at [Planning Commission on February 14, 2023](#), and [April 11, 2023](#). At these workshops Planning Commission gave overall support of the project. Feedback received from this body included a desire to see efforts to keep existing businesses and residents in the area, to look into how the reduction in parking requirements might affect the surrounding neighborhoods, be more clear what level of affordability can be expected to be built in the corridors and wanting to see how increased height limits might impact privacy of residents.

The implementation work is focused on creating development code language that will guide development to align with the Strategy goals and vision, while also creating clear paths to implementing the Corridor vision beyond the development code. The project team has created draft development and design standards to be included in an update to the Vancouver Land Use Code. During this code development, there has been community outreach, including a public open house and a developer focus group to share code concepts and gather community input. The next phase of work will be to complete an action plan that will guide how economic development, community building, and transportation efforts will continue to implement the corridor vision for years to come.

Draft Evergreen and Grand Overlay District Language

City staff and project consultant Cascadia Partners presented at the February 14th, 2023, Planning Commission workshop and presented four code concepts:

- 1) Building Height- Maintain existing 4-story height limit along Evergreen and western half of Grand. Increase to 5-story along eastern half of Grand near new transit line.
- 2) Building Form- Adopt new standards that address the shape and size of new buildings to address concerns about buildings being in character with existing neighborhood.
- 3) Required Ground Floor Commercial- Require ground floor commercial uses only along Grand and allow more flexibility for ground floor residential along Evergreen.
- 4) Parking- Reduce parking requirements for commercial uses, do not require for ground floor commercial uses, and further reduce requirements for residential uses.

These code concepts have been integrated into draft Evergreen and Grand Overlay District code language (see Attachment A), to apply to the corridor boundaries consistent with the original Strategy document. The overlay district outlines the types of land uses are permitted in the district and development standards around density, building orientation, building setbacks and buffers, building heights, building massing, and parking.

Through the implementation process, the project team has identified needed adjustments to some of the specific provisions outlined in the Strategy Document. These proposed refinements are outlined below and respond to changing market conditions reflected in the findings in the Pro Forma analysis conducted by Cascadia Partners (see Attachment B). This analysis incorporated a parcel-by-parcel site inventory, development modeling, and current development patterns. Given the development climate today, the below changes are necessary to make development in the corridor feasible. These changes continue to reflect community aspirations for the area and allow flexibility to developers, while maintaining the intent and goals outlined in the Strategy. In addition to addressing current market conditions, these changes align with goals outlined in the Climate Action Framework and respond to new state regulations related to housing production and parking requirements.

Evergreen and Grand Commercial Corridors Strategy Refinements			
	Current Development Code	2022 Strategy Document	Proposed Development Code
Maximum Building Height	• 50-feet throughout, typically 4 stories	• 3-5 stories, varying by parcel	• 4 stories along Evergreen and west Grand, 5 stories at Mill Plain/Grand transit node.
Building Bulk and Massing	• Silent beyond height limits and setbacks. Commercial abutting lower density	• No standard directly proposed to address the development form beyond active edge	• Maximum height step down only on rear face within 25 feet of a residentially zoned site

	residential requires 10-foot setback • Upper portions need ½ foot setback for each foot of building height above 20 feet.	requirements, maximum front setback of 0-5 feet at the ground floor	• Maximum building width, with breaks within the building
Required Ground Floor Commercial	• At least half of frontage along arterial/collector streets must be commercial or office	• More flexibility along Evergreen, keep existing requirement on Grand	• Allow for either ground floor commercial or residential along Evergreen. Require ground floor commercial along Grand
Required Minimum Off-Street Parking Spaces	• 0.75 per multi-family unit near frequent transit such as Evergreen and Grand • 1/300sf for goods and services, 1/250sf for eating and drinking, 1/400sf office	• Zero for ground floor retail • 1/1000sf for commercial uses • 1 per unit for residential	• 0.5 per multi-family unit • 1/1000sf commercial, zero for ground floor retail

Draft Evergreen and Grand Design Standards

Objective design standards are proposed in the overlay district development regulations to meet the vision of the Strategy document, focusing on the ground floor of buildings to create a vibrant street and pedestrian experience, and to address the unique challenges of creating an active street while preserving resident privacy. The standards are not intended to promote a particular architectural style or aesthetics. Use of objective standards is intended to allow for consistent administration and interpretation as opposed to more discretionary guidelines, with the goal of striking a balance between the number/complexity of standards and encouraging new development in the Corridor.

The proposed requirements have two parts, one a set of objective design standards included in the draft overlay code standards provided with this memorandum, to address the primary issues.

- Building Orientation
 - *Build-to-Line*: A minimum of 50% of the street-facing facade of the building must be located within 0-10 feet of the street.
 - *Parking Areas*: No more than 50% of the street frontage may be used for vehicle areas. Where parking is adjacent to the street, it must be screened with low wall and/or landscaping.
- Main Entrances
 - *Commercial Uses*: Must provide at least one entrance on either Evergreen or Grand. If on a corner, the entrance must be oriented to the corner.
 - *Residential Uses*:

- Minimum 50% of ground floor residential units must have individual entrances.
 - Additional setback and design standards to create a transition from street to private units and activate the street.
- Ground Floor Commercial
 - *Minimum Height:* Ground floor commercial spaces must be 12-15 feet in height.
 - *Windows:* Minimum 60% of the ground floor elevation must be windows or other glazed openings.
 - *Weather Protection:* A minimum of 25-50% of the width of street-facing facade must include weather protection (awnings, canopies, etc.)
- Ground Floor Residential
 - Entrances to residential units must be setback 5-10 feet from street.
 - Must provide either a hardscape patio, landscaped private open space, raised private open space (patio, porch, etc.) or the dwelling unit must be raised above the street, or include steps to a terrace, among other design features that create a public private realm.
 - Must provide either a transparent low wall or fence (18-24") or landscape screening.
- Facade Articulation
 - *Applicability:* Buildings more than 20 feet high. The standard would only apply to larger buildings, not single-story commercial buildings.
 - *Standard:* Buildings must incorporate vertical and horizontal elements that articulate the facade.
 - These elements help to divide the mass of the building into a base, middle, and top with distinct physical transitions.
 - This standard does not dictate architectural style.
 - It requires details that break up larger facades, so they are interesting to people walking by and contribute to the identity of the Corridor.
- Screening and Fences
 - *No High Fences/Walls on Street:* Fences, walls, or hedges higher than 3 feet shall be prohibited between the street and the building.
 - *Ground Mounted Utilities/Equipment/Waste Receptacles.* New electric meters, gas meters, HVAC equipment, and waste receptacles must be screened from view from the street.
 - *Rooftop Utilities/Equipment:* must be set back at least 15 feet from roof edges on street-facing facades and include screening

Community Outreach summary

Following the February Planning Commission meeting, a virtual open house was held on March 16th. Roughly 20 people were in attendance, business owners, developers, and community members from the adjacent neighborhoods. At the open house staff and Cascadia Partners presented the four code concepts and allowed for discussion on each. Overall, there remained a broad support for the goals of the Corridor Strategy, wanting to see the area redevelop even considering that increased activity along the corridor would mean change in the area, including taller buildings and less parking. During

the conversations there was a focus on identifying the other programmatic activities the city planned to do to support the corridor's growth.

In addition to the open house, there was a survey posted on the project BeHeard page. As of the writing of this report, there have been four responses. Below are excerpts from the survey responses:

- *Code changes proposed will likely push residential development along evergreen to replace businesses rather than promote an increasingly walkable neighborhood.*
- *Zoning to go at least 5 stories please. Less parking requirements.*
- *I encourage deeper thought being given to encouraging connections with the Historic Reserve.*
 - *With increasing density at Grand and Evergreen, residents and businesses will benefit from a heightened awareness of a large open space nearby a short distance to the west for recreation and education.*
 - *Consider opportunities for the installation of interpretive information on Evergreen between Grand and the Reserve.*
 - *Give the inclusion of historical information the same importance as inclusion of public art.*

The project team will be seeking additional community feedback on draft code language prior to public hearings with the Planning Commission and Council.

Developer Focus Group Summary

On May 22nd, the project team organized a developer focus group to get feedback on the draft code standards and understand if they strike an appropriate balance between high quality design outcomes and development feasibility. Input from the developers included:

- Would like to see height limit of 5 stories in the entire corridor
- Support having no height minimum
- Question if 0-5ft setback for commercial uses along Grand is enough to create comfortable outdoor space
- Supportive of step-down requirement as it gives opportunity for more outdoor living space which in turn can activate the street
- Concern if requiring maximum building length and breaks in buildings could make development less feasible as the project would be losing developable space
- Would like to see additional transportation and right-of-way improvement projects led by the City
- Support investing in public realm with signage and flower planters to create a pleasant experience in the Corridors
- No major concerns regarding the design standards proposed

Implementation Plan Summary

The action plan focuses on the items within the Strategy document that fall outside the purview of the development code. The topic areas include housing and economic development, urban design,

mobility, and parking. The action plan is intended to guide internal staff and departments, while also bringing in key partners like neighborhood associations, business alliances and technical assistance providers, affordable housing developers, and the community at large. While still in development, a draft of the action plan will be provided at the next City Council workshop.

Project Next Steps

Staff will return to Planning Commission for a final workshop on June 13th to provide an update on design standards, introduce the action plan, share further community input, and City Council direction.

There are City Council Workshops scheduled on July 17th, and if needed on August 14th.

The Planning Commission Public Hearing is scheduled for July 25th and the City Council Public hearing is tentatively scheduled for August 28th.

Staff Contact

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Bryan Snodgrass, Principal Planner, 360-487-7946

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Attachment(s):

- A. Draft Evergreen and Grand Commercial Corridors Overlay District Language
- B. Financial Feasibility Analysis of Code Concepts

Evergreen and Grand Commercial Corridors Strategy Implementation Update

City Council
Communications
June 5, 2023



Becky Coutinho, Associate Planner
Bryan Snodgrass, Principal Planner
Community Development Department

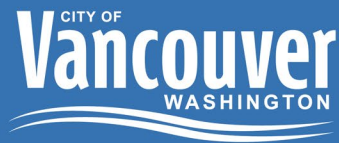
Agenda

- Purpose of Update
- Evergreen and Grand Commercial Corridors Strategy Review
- Project Updates
- Next Steps

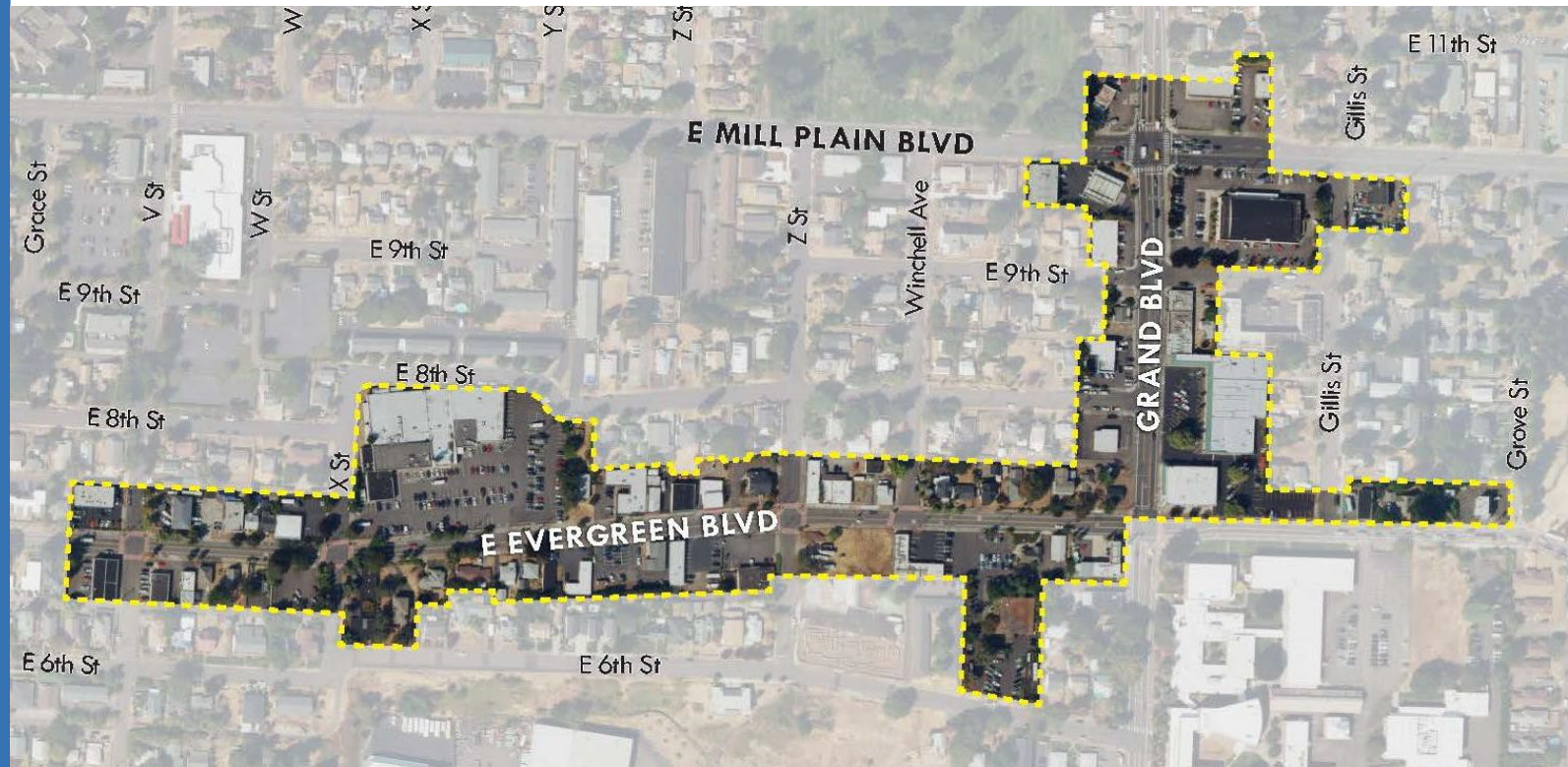
PURPOSE OF UPDATE

- Provide summary of work to date, including stakeholder engagement and Planning Commission feedback
- Give context for development code recommendations
- Preview potential recommendations and get initial Council feedback before third PC workshop. Staff will be returning to Council on July 17 for a more detailed discussion on the recommendations.
- Outline next steps and anticipated PC and Council review and adoption timeline

Evergreen and Grand Commercial Corridors Strategy Document Review



The Evergreen and Grand Commercial Corridors Strategy is a subarea plan for the study area below, and the culmination of the two-year community planning process that evaluated the types of uses that are allowed, regulatory standards for new development, parking and access, the pedestrian environment, and other issues identified by the community and stakeholders.



Alignment with City Council Priorities



Climate

- Strategy aims to create a sustainable community that promotes 15 minutes neighborhoods, supporting multimodal transportation.



Equity

- Strategy seeks to promote equitable development that does not displace existing residents and encourages housing at all income levels.



Safety

- Strategy intends to support the creation of a safe transportation network for all users, either walking, biking, rolling, or transit riders.

Evergreen and Grand Commercial Corridors Strategy| Review

VISION

Promote equitable and diverse corridor development that is vibrant, sustainable, and mixed-use.

Foster development that recognizes and builds upon the neighborhood's unique setting, history, culture, and character.

GOALS

LAND USE. Strengthen current businesses while providing an appropriate mix of commercial and residential uses.

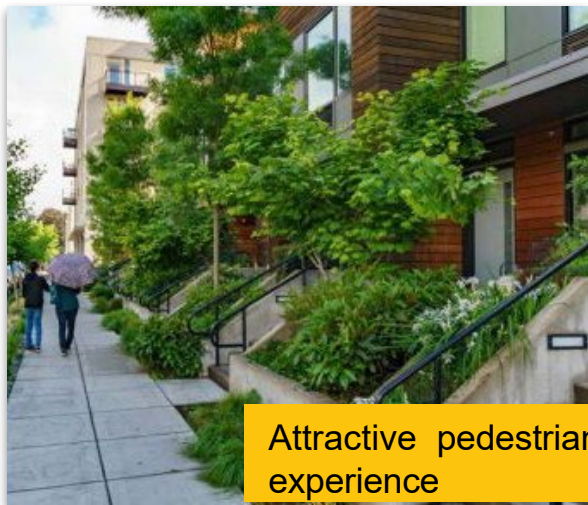
MOBILITY. Establish a balanced multi-modal network of motor vehicle, transit, walking, and biking routes through the corridors.

PARKING. Provide adequate parking to serve existing uses and future development.

URBAN DESIGN. Create public and private spaces that are inclusive, integrated, and contribute positively to the livability of the corridor.

ECONOMIC DEVELOPMENT. Provide ample opportunities for small-scale, locally-owned business to thrive.

Evergreen and Grand Commercial Corridors Strategy| Review

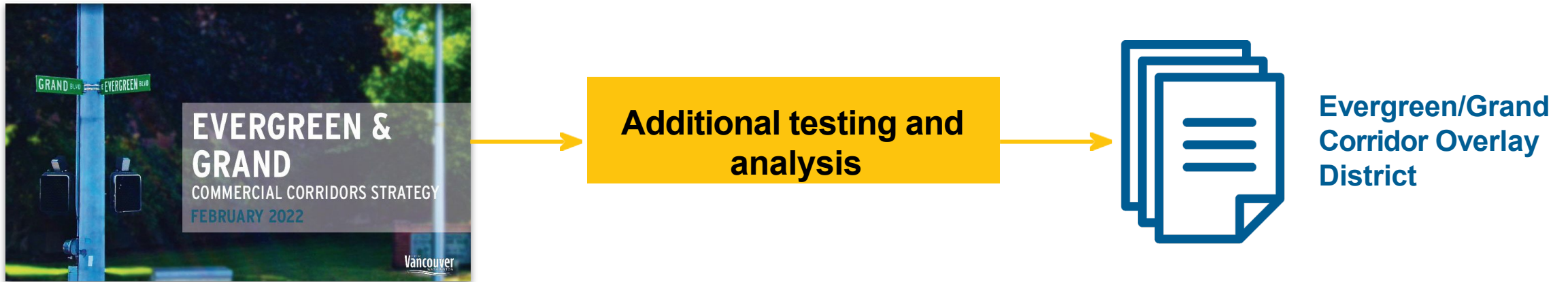


Evergreen and Grand | Implementation

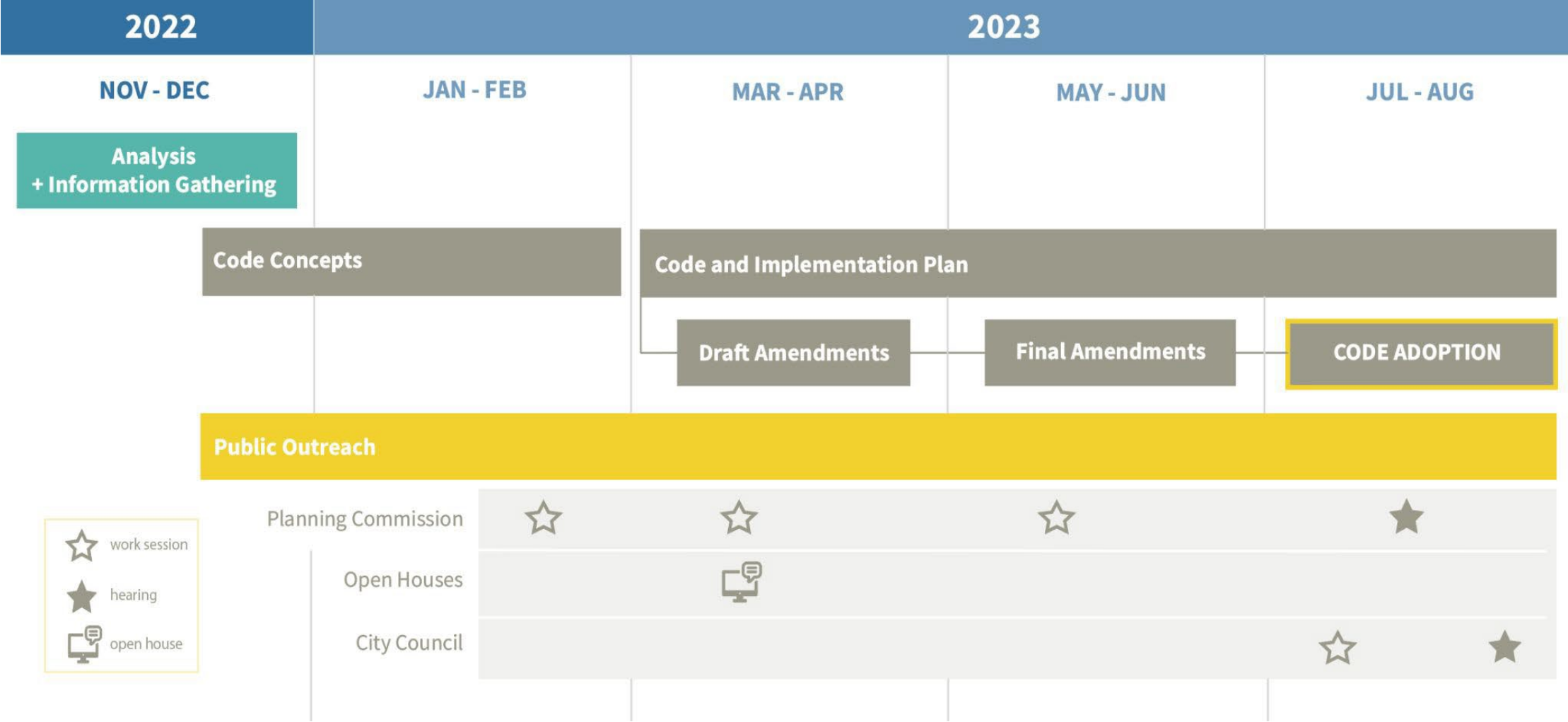
Two phases of work:

- Evergreen Grand Corridor Strategy
- Corridor Strategy Implementation

Current work seeks to establish a district-wide set of Development and Design Standards that support the Corridor Vision and Strategies.



PROJECT UPDATE | **TIMELINE**

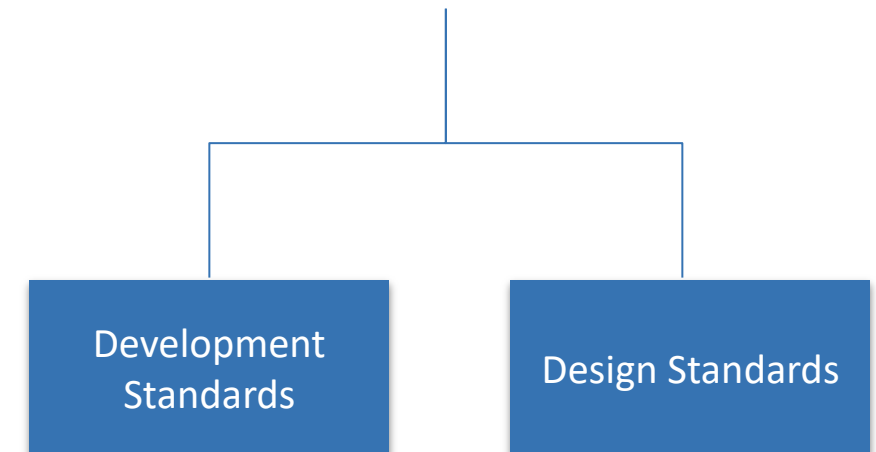


PROJECT UPDATES | WORK COMPLETED

- **Refined Code Concepts** based on Planning Commission and staff feedback.
- Held **Public Open House** to share Code Concepts and gather feedback.
- Wrote **draft development standards** as proposed update to the Vancouver Land Use Code.
- Prepared draft **design standard concepts** that respond to the existing character and context of the corridor and promote Strategy goals
- Held **Developer Focus Group** to gain further insight on market feasibility



Evergreen/Grand Corridor Overlay
District



EVERGREEN GRAND IMPLEMENTATION | STANDARDS



DEVELOPMENT

- Minimum Density
- Building Orientation
- Building Setback and Buffer Landscaping
- Building Height
- Building Massing
- Parking
- Bicycle Parking



DESIGN

- Facade Articulation
- Entry Design
- Ground Floor Design (Non-Residential)
- Ground Floor Separation (Residential)
- Materials
- Location of Utilities
- Fences

DEVELOPMENT STANDARDS | OVERVIEW

Minimum Density	30 dwelling units per acre of site area
Building Orientation	At least 50% of the width of the street-facing façade must be located within 5ft of the front lot line
Building Setback and Buffer Landscaping	Front or Street-side yard setback: 0' except for residential uses Rear: Min 10ft setback abutting residential zone
Building Height	Evergreen: 4 stories maximum Grand: 5 stories maximum *Height step down required abutting Lower Density Residential Zone
Parking	Reduction for residential and commercial, 0 for ground floor commercial
Bicycle Parking	Up to 50% of long-term spaces may be provided in individual dwelling units, if more than 20 spaces must provide in shared facility

DESIGN STANDARDS | OVERVIEW

- Ensure development contributes to a **strong sense of place, vibrant and safe pedestrian environment, and active public spaces.**
- Orient uses toward Evergreen and Grand Boulevards and create an **‘active edge’**
- Create standards for ground floor residential to ensure **streetfront activation and interest.**



DESIGN STANDARDS | OVERVIEW

Topics addressed with clear and objective **uniform standards**:

STANDARD	INTENT
◦ Facade Articulation	Buildings that are human-scaled and interesting
◦ Entry Design	Active ground floors
◦ Ground Floor Design - Commercial	Engaging and well-designed ground floors that enhance pedestrian experience
◦ Ground Floor Design - Residential	Appealing places to live and/or walk by
◦ Materials	Encourage high quality design
◦ Screening and Fences	Screen views of unsightly elements, sense of safety

Evergreen and Grand | Refinements from Strategy Document

	Current Development Code	2022 Strategy Document	Proposed New Code
1) Maximum Building Height	50-feet throughout, typically 4 stories	3-5 stories, varying by parcel	4 stories along Evergreen and west Grand, 5 stories on east side of Grand
2) Bulk and Massing	- Silent beyond height limits and setbacks. Commercial abutting lower density residential requires 10-foot setback - Upper portions need ½ foot setback for each foot of building height above 20 feet.	No standard directly proposed to address the development form beyond active edge requirements, maximum front setback of 0-5 feet at the ground floor	- Maximum height step down only on rear face within 25 feet of a residentially zoned site - Maximum building width, with breaks within the building
3) Required Ground Floor Commercial	At least half of frontage along arterial/collector streets must be commercial or office	More flexibility along Evergreen, keep existing requirement on Grand	Allow for either ground floor commercial or residential along Evergreen. Require at least half of frontage along Grand be ground floor commercial with flexibility for how to meet this standard
4) Required Minimum Off-Street Parking Spaces	0.75 per multi-family unit near frequent transit such as Evergreen and Grand 1/300sf for goods and services, 1/250sf for eating and drinking, 1/400sf office	- Zero for ground floor retail 1/1000sf for commercial uses 1 per unit for residential	0.75 per multi-family unit, potential further reduction as incentive for desired uses/features 1/1000sf commercial, zero for ground floor retail - Allows projects to use 1:1 ratio, replacing on-site spaces with on-street spaces off-site

Community Input

- Community open house held on March 16th
- Continued **support** for the goals of the **Corridor Strategy**
- Want to see the area redevelop even considering that increased activity along the corridor would mean **change in the area**, including taller buildings and less parking
- Community members wanted to identify the other programmatic activities the city planned to do to **support the corridor's growth** not related to the development code
- Online survey open for a month after the open house
- Input received from the survey, including a **concern existing residents and businesses could be pushed out** and wanting stronger **connections with the Historic Reserve**.

Planning Commission Input

- Workshops on February 14 and April 11
- Open to increasing height limits to 5-stories in certain locations but want **more detail on maximum building length, step downs, and required breaks** to mitigate larger buildings on the Corridor and maintain privacy of residents.
- Be clear on the distinction between **affordable vs. attainable housing** and the role of new building in this Corridor.
- Consider **incentives** to keep existing store frontages in order to keep district character.
- Open to **reducing parking** but acknowledge the spillover impacts.
- Must **support existing residents and businesses** as well as looking to the future.

Developer Focus Group

- Developer focus group held on May 22nd
- What we heard:
 - Would like to see **height limit of 5 stories** in the **entire corridor**
 - Support having **no height minimum**
 - Question if 0-5ft setback for commercial uses along Grand is enough to create comfortable outdoor space
 - Supportive of step down requirement as it gives opportunity for more **outdoor living space** which in turn can **activate the street**
 - Concern if requiring maximum building length and breaks in buildings could make development less feasible as the project would be losing developable space
 - Would like to see **additional transportation and right-of-way improvement projects led by the City**
 - Support **investing in public realm** with signage and flower planters to create a **pleasant experience** in the Corridors
 - **No major concerns** regarding the design standards proposed

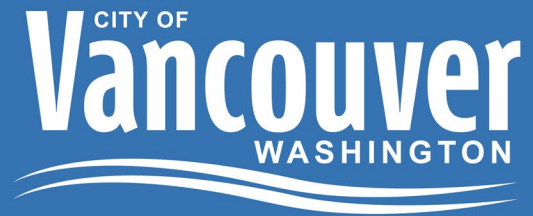
Project Next Steps

- Development of implementation plan
- Planning Commission Workshop on June 13th
- City Council Workshop on July 17th
- Planning Commission Public Hearing on July 25th
- City Council Workshop on August 14th (as needed)
- City Council Public Hearing on August 28th
- Implementation efforts will continue beyond development code and will be carried out through multiple departments

City Council Discussion and Direction



Thank You



Celebrate Freedom Plan 2023

David Perlick

Interim Director

Parks, Recreation & Cultural Services



Introduction of Partners:

- Tracy Fortmann, Superintendent, Fort Vancouver National Historic Site
- Temple Lentz, President/CEO, The Historic Trust



Overview

- Celebrate Freedom program is a series of events intended to foster civic pride
- Series Includes:
 - Marshall Awards
 - Marshall lecture series
 - Veteran's Day parade
 - Fourth of July
- The Historic Trust leads the planning and implementation of events
- The City of Vancouver provides funding and support
- The National Parks Service is a key partner
- An updated program of events is proposed for 2023



Brief History

- The program Celebrate Freedom was created by the City in the 1980s and 90s
- This involved multiple events intended to inspire civic pride and leadership
- The Historic Trust formed assumed responsibility for celebrate freedom in 1999
- The Trust also took over management of the 4th of July ceremony in 2004

Challenges and Changes

- Events have always required a wide variety of logistics, need for sponsors and volunteers
- The City ban of fireworks sales effective in 2017 significantly impacted revenue for community fireworks
- The impact of COVID required cancellation for many events
- Growing concern about impacts on services and the risk of fire related to fireworks

Opportunities

- Strengthened community trust and partnerships
- Deepen connection between City of Vancouver, The Historic Trust, and National Park Service
- Increasing the engagement with city owned historic properties – tell the story
- DEI - Create opportunities to engage a wider variety of community members
- Sustainability – Financial, Personnel, and Environmental



Refocused Program Proposal for 2023

- Marshall Leadership Awards Program
- Summer Fest Event Series
 - Kick-off the Series Celebrating the Summer Solstice
 - Picnic in the Park
 - Summer Fest Closing Event
- Lough Legacy Veterans Day Parade



Thank You

