

Anne McEnery-Ogle, Mayor

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

April 10, 2023

WORKSHOPS

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

Workshops were conducted in person in the Council Chambers of City Hall. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org 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/35505?startStreamAt=0&stopStreamAt=5016

4:00-4:30 p.m. Fourth Plain for All

Shannon Williams, Senior Planner, 360-487-7898

Summary

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

4:30-5:30 p.m. Heights Mixed Use (HX) Plan District

Amy Zoltie, Real Estate Project Manager, 360-487-7953; Greg Turner, Land Use Program Manager, 360-487-7883; Bryan Snodgrass, Principal

Summary

Staff led Council through a discussion of the Heights Mixed Use (HX) Plan District.

COUNCIL DINNER / EXECUTIVE SESSION RE: POTENTIAL LITIGATION AND REAL ESTATE NEGOTIATIONS (1 HR)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 5:30-6:30 p.m. to discuss Potential Litigation and Real Estate Negotiations.

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/35507?startStreamAt=0&stopStreamAt=5198 Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: None

Approval of Minutes

Minutes - March 6, 2023

Motion by Councilmember Paulsen, seconded by Councilmember Hansen, and carried unanimously to approve the meeting minutes of March 6, 2023.

Minutes - February 13, 2023

Motion by Councilmember Fox, seconded by Councilmember Paulsen, and carried unanimously to approve the meeting minutes of February 13, 2023.

Proclamations: Child Abuse Prevention Month

Mayor McEnery-Ogle read and presented a proclamation to Amy Russell, Executive Director of Arthur D. Curtis Children's Justice Center, proclaiming April 2023 as Child Abuse Prevention Month.

Community Communications

Mayor McEnery-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
- Cathryn Chudy, Vancouver

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

Consent Agenda (Items 1-7)

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

1. **2023 East Curb Ramps**

Staff Report: 052-23

The City is issuing three separate curb ramp contracts this year as part of its 2023 pavement management program. These contracts include the "2023 East Curb Ramps", the "2023 West Curb Ramps" and the "2023 Fourth Plain Blvd Curb Ramps." The purpose of splitting the work into three contracts is to reduce each contract to a manageable size, which helps expedite ramp construction. From a construction sequencing standpoint, it is far more efficient to construct the new curb ramps in advance of the on-street pavement management resurfacing work.

This staff report and recommended action is to award the 2023 East Curb

Ramps contract only. Recommendation to award the 2023 West Curb Ramps project will follow at a later date. The 2023 Fourth Plain Blvd Curb Ramps project was awarded on April 3, 2023.

On March 21, 2023, the City received four bids for the subject project. The bids ranged between \$376,000.00 and \$455,154.00. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
<i>Advanced Excavating Specialists, LLC, Kelso, WA</i>	<i>\$376,000.00</i>
<i>Halme Excavating, Inc., Battle Ground, WA</i>	<i>\$398,525.00</i>
<i>Western United Civil Group, Yacolt, WA</i>	<i>\$416,630.00</i>
<i>Clark & Sons Excavating, Inc., Battle Ground, WA</i>	<i>\$455,154.00</i>
<i>Engineers' Estimate</i>	<i>\$450,000.00</i>

The Engineers' Estimate was below the threshold to require an Apprenticeship Utilization Goal for this project.

Request: On April 10, 2023, award a construction contract for the 2023 East Curb Ramps Project to the lowest responsive and responsible bidder, and authorize the City Manager or their designee to sign a contract with Advanced Excavating Specialists, LLC, Kelso, WA at their bid price of \$376,000.00, which includes Washington State sales tax.

Ryan Lopossa, Transportation Division Manager, 360-487-7706

Motion approved the request.

2. 2023 Crack Sealing and Mastic Repair Project

Staff Report: 053-23

This project is being constructed as part of the pavement management program. This project involves crack sealing streets that will receive preservation treatments including slurry seals, AR chip seals, microsurfacing, and cape seals this summer. Pavement cracks need to be sealed before these treatments can be applied to the street. The project also involves crack sealing additional streets that will receive preservation treatments in future years. Crack sealing extends pavement life by keeping water out of the cracks resulting in less pavement deterioration. Mastic repairs will be performed on cracks and holes wider than one inch.

The City received bids for the 2021 Crack Sealing and Mastic Repairs project On April 20, 2021. The project was awarded to BVC Inc, of Wenatchee, Washington. The City reserved the right to extend the contract

for two (2) one (1) year periods with the same terms and conditions and the option to review unit prices for adjustment due to inflation and amount of work.

At the end of 2022, the City discussed a contract extension with BVC Inc and decided that it was in our best interests to do so. On March 17, 2023, the City received a quote from BVC Inc to do this year's crack sealing for \$415,500.00.

Request: On April 10, 2023, amend the BVC Inc, of Wenatchee, Washington construction contract for the 2032 Crack Sealing and Mastic Repairs for one (1) additional year for their adjusted bid price of \$415,500.00, which includes Washington State sales tax.

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

Motion approved the request.

3. Continued use of Sourcwell contract #081419-SHI for the purchase of software and related services

Staff Report: 054-23

The City currently utilizes Sourcwell Contract #081419-SHI for cooperative purchasing to procure software from SHI for multiple software vendors, including Microsoft, Adobe, Citrix, Kronos, NetMotion Wireless, OpenText, Pitney-Bowes, Qualys, RSA Security, VMware, and others. The City spends approximately \$1.3 million per year on this contract.

The City has purchased up to the approved amount authorized in 2020 and requests authority to continue to purchase using this contract up to the amounts approved by Council in the City's budget process.

The City is requesting authorization to continue to use the contract to purchase up to the Council-approved annual budgeted amount for software and services from SHI through the end of the contract, which is 10/30/2024, and into any extended period.

Request: Authorize the City Manager or their designee to approve purchases under Sourcwell contract #081419-SHI for the life of the contract up to the current authorized budget.

Patrick Gilbride, Information Technology Director, 487-7650

Motion approved the request.

4. Approval of Contract Amendment for a Cost Increase to Contract No. C-100825 RFQ #39-21 On-Call Facilities Condition Assessment

Staff Report: 055-23

On February 16, 2022, a five (5) year Contract C-100825 was awarded to MENG Analysis with a “not to exceed” cost of \$300,000.00 without Council approval.

Currently Facilities has performed \$294,562.00 on City building assessments out of the \$300,000 approved for the Contract.

There has been increased usage of the Contract due to added City buildings needing assessments with approximately 29 buildings completed and 15 buildings left to complete assessments on. This has increased the spend rate on the not-to-exceed price of the Contract. Currently we have 3 years, 11 months left on this Contract.

Request: Approve a Contract Amendment #1 for an increase of \$500,000 for Contract No. C-100825 RFQ #39-21 On-Call Facilities Condition Assessment. and authorize the City Manager, or his designee, to increase the total Contract Amount to \$800,000 for the balance of the term of the contract.

Brian Taylor, Operations Superintendent, 360-487-8390; Michael Shrum, Facilities Contract Services Supervisor, 360-487-8260

Motion approved the request.

5. Interlocal Cooperative Agreement with the City of Camas for the Job Order Contracts

Staff Report: 056-23

On October 24, 2022, the City of Vancouver awarded two JOC contracts to Halbert Construction and SDB Contracting Services for a not-to-exceed value of \$4,000,000 per year. Each contract is for two years with the option to extend for one additional year. To date the City has executed approximately \$1,100,000 in JOC projects under each contract.

This interlocal would allow the City of Camas to utilize \$300,000 of the available \$4,000,000 under each contract for their projects under separate contracts with each Contractor. This utilization of the contract would still leave the City of Vancouver sufficient spending available for each contract to complete JOC projects while allowing another agency to benefit from the JOC program.

Request: Authorize the City Manager or designee to execute the Interlocal Agreement with City of Camas for the Job Order Contracting Program.

Anna Vogel, Procurement Manager, 360-487-8429

Motion approved the request.

6. Clark County Comprehensive Plan update – Resolution stating City of Vancouver principles for decisions impacting Vancouver UGA and City

Staff Report: 038-23

A RESOLUTION establishing guiding principles for City of Vancouver engagement in regional decisions impacting Vancouver Urban Growth Area (UGA) and City of Vancouver as part of the 2025 Clark County Comprehensive Plan update.

Local growth forecasts, UGA boundaries and associated land uses were last adopted in 2016. The current update will be the fifth since the Growth Management Act (GMA) was established in 1990 and 1991. Clark County initiated the current update with a public kick-off meeting on January 19, followed by release of a County Public Participation Plan identifying key regional growth decisions in spring and summer 2023, followed by environmental review and identification of updated UGA designations in 2024, with final adoption of final plans including policies and land use designation in spring 2025.

The potential magnitude of the growth decisions is unclear. If Clark County adopts the medium local forecast option provided by the state Office of Financial Management (OFM) of 698,000 persons by 2045, which OFM estimates as most likely to occur, it would mean planning for roughly an additional 175,000 persons countywide beyond estimated current levels. Vancouver's share of this is also unclear. Under past practices, cities were only allocated what they had room for under County capacity modeling, with the remainder allocated to UGAs.

Under GMA changes adopted in 2021 under HB 1220 addressing affordable housing, if the medium countywide forecast is chosen locally, there would likely be an obligation to plan for and accommodate roughly 50,000 housing units countywide that are affordable at 80% of Area Median Income or below, with most of these required to be affordable at the 50% or below AMI level. Specific housing obligations are unclear, as other legislation being considered in the current session may replace these requirements.

City staff has participated in the County update thus far through the County public kick-off meeting and monthly interjurisdictional staff meeting and has commented on the recent draft County Public Participation Plan.

Going forward, staff envisions confirming specific direction with the City Council in advance of key decision points, beginning with the County hearing to adopt a countywide population forecast on April 18.

To better guide City engagement at all levels throughout the process, a Council resolution containing a set of framework principles is provided for Council consideration as an attachment to this staff report. By necessity given the various uncertainties at this time, it is framed as principles, rather than specific outcomes.

At the March 6, 2023 Council Consent review, additional changes reflected in the attached resolution were offered by Councilmember Perez.

Request: Adopt the Resolution stating the City of Vancouver Principles.

Bryan Snodgrass, Principal Planner, 360-487-7946

Motion adopted Resolution M-4216 to approve the request.

7. Approval of Claim Vouchers

Request: Approve claim vouchers for April 10, 2023.

Motion approved claim vouchers in the amount of \$5,367,381.27.

Public Hearings (Item 8)

8. Amend contract with Selectron Technologies to include online permit applications

Staff Report: 051-23

AN ORDINANCE authorizing the City Manager or designee to execute an Amendment to the City's Agreement with Selectron Technologies, Inc., an Oregon corporation (hereinafter "Contractor"), for the provision of additional software and materials, beyond those approved by way of Ordinance M-4339, identified more particularly in the Amendment (collectively "Licensed Software") for the benefit of providing customers of the City of Vancouver, Washington ("City") with upgraded portal for Community Development Permit Applications; providing for severability; and setting an effective date.

Community Development implemented the current Infor Dynamic Portal solution in April 2013. The system is outdated and is not efficient for our customers or staff. Although the system works, it lacks many of the modern features and the user experience that you would find in today's e-commerce sites. A decision package to replace the current Dynamic Portal system was approved in the 2022 First Supplemental Budget.

Request: On Monday, April 10, 2023, subject to second reading and public hearing, approve the ordinance.

Jason Nortz, Development Review Division Manager, 360-487-7844; Patrick Gilbride, Information Technology Director, 360-487-7650

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

Jason Nortz, Development Review Division Manager, and Patrick Gilbride, Information Technology Director, provided an overview of the Amendment to the Contract with Selectron Technologies.

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 Stober, seconded by Councilmember Perez, and carried unanimously to approve Ordinance M-4409.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Strategic Plan

Aaron Lande, Program and Policy Development Manager, discussed the Strategic Plan.

Water Quality Update - PFAS

Tyler Clary, Engineering Program Manager, and Lon Pluckhahn, Deputy City Manager, discussed the Water Quality Update.

Adjournment

7:56 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Public Comments for Item #6 on April 10, 2023 City Council Agenda
Date: Monday, April 10, 2023 11:25:49 AM
Attachments: [2023-04-10 City of Vancouver Resolution Comments.pdf](#)
[image001.png](#)

Not sure if you already have this but just in case

Amelia Pilipchuk | Support Specialist



CITY OF VANCOUVER, WASHINGTON
City Manager's Office/Information Desk
P: (360) 487-8101

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From: Cathryn Chudy [REDACTED]
Sent: Monday, April 10, 2023 11:02 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Cc: Martinelli, Domenic <Domenic.Martinelli@cityofvancouver.us>; Lande, Aaron <aaron.lande@cityofvancouver.us>; Small, Rebecca <Rebecca.Small@cityofvancouver.us>
Subject: Public Comments for Item #6 on April 10, 2023 City Council Agenda

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.

Please see attached Comments for Item #6 on April 10, 2023 City Council Agenda

Thank you,

Cathryn Chudy

on behalf of Alliance for Community Engagement (ACE)

April 10, 2023

Alliance for Community Engagement

Vancouver City Council and Staff

Dear Vancouver City Council and Staff:

Alliance for Community Engagement (ACE) supports our City Council passing this Resolution dated April 10, 2023, establishing principles that reflect existing City policies and values of Safety, Equity and Climate in the City's 2025 Comprehensive Plan update process.

The Staff Report describes the present situation and uncertainties that are identified which impact the Vancouver Urban Growth Area (UGA) and City of Vancouver as part of the 2025 Clark County Comprehensive Plan update. It makes sense to have these forward-thinking framework principles to guide City engagement effectively through the process. We support encouraging a positive regional approach for appropriate land use designation and planning policies in the future.

The 2025 Comprehensive Plan update process has significant implications for our future health, safety and well-being. The principles outlined in this Resolution provide a clear pathway for proactive regional collaboration that can help secure the strongest and most protective outcomes for our entire community.

We appreciate City staff and Council for developing these guiding principles, and in particular Council Member Diana Perez for the additional changes reflected in the final Resolution under consideration. Thank you for your consideration.

Sincerely,

Alliance for Community Engagement SWWA (ACE)

Cc: Domenic Martinelli, Aaron Lande, Rebecca Small

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Watch "Jennifer Bilek | Who is Behind the TRANS AGENDA?" on YouTube
Date: Monday, April 3, 2023 3:22:03 PM

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<https://youtu.be/tLXdoqXbC6k>.

Please send to council members,
melneck, put on public record, and confirm you did. Thanks. WYNN

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Fwd: Teenagers need HEART or LUNG TRANSPLANT after Pfizer or Moderna COVID-19 mRNA vaccination - five horror stories of...
Date: Monday, April 3, 2023 4:12:05 PM

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Send to council members, melneck, put on public record and confirm that you did. Thanks from Wynn

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

From: Karen Kingston from The Kingston Report [REDACTED]
Date: Mon, Apr 3, 2023, 12:14 PM
Subject: Teenagers need HEART or LUNG TRANSPLANT after Pfizer or Moderna COVID-19 mRNA vaccination - five horror stories of...
To: [REDACTED]

 [The Kingston Report](#) cross-posted a video from [COVID Intel](#) - by [Dr. William Makis](#)

 Karen Kingston
Apr 3 · The Kingston Report

Pfizer, Moderna and the FDA know that the mRNA injections cause myocarditis, autoimmune diseases and death because....mRNA 'vaccine' technology is a bioweapon and that's what weapons do...weapons cause disease, injury and death is formerly healthy children and adults.



Teenagers need HEART or LUNG TRANSPLANT after Pfizer or Moderna COVID-19 mRNA vaccination - five horror stories of healthy teenagers before mRNA vaccines destroyed their lives

DR. WILLIAM MAKIS MD



SAVE



VIDEO CLIP ABOVE: Colorado - 17 year old boy needs Lung transplant after COVID-19 Vaccination

A 17 year old boy **Lonnie Pesterfield** from Colorado had a COVID-19 vaccine in **February 2022**. In October 2022, he had a routine surgery to remove two impacted wisdom teeth. Within weeks he was taken to ER, and declared septic while coughing up blood. ([click here](#))

He went into septic shock, and was placed on a ventilator. He was then diagnosed with a rare ANCA+ **Vasculitis and is now in need of a lung transplant**. The vasculitis caused severe **damage to his lungs, destroyed his spleen, and caused mild to moderate damage to his kidneys and liver**. ([click here](#))

“It is one in a million that someone his age would have this autoimmune disease.”

His lung function has dropped to 13%.

Dr. Peter McCullough recently wrote a substack on ANCA+ Vasculitis and renal failure after COVID-19 mRNA vaccination ([click here](#))

Dayton, Ohio - 18 year old High school athlete Ebonie Sherwood who collapsed on March 7, 2023 has received a heart transplant

I recently reported on high school kids who are having heart attacks during sports and I wrote about 18 year old Ohio High school athlete Ebonie Sherwood who had a heart attack during track practice on March 7, 2023 ([click here](#)).

I have just learned that **she has now received a heart transplant, only two weeks after collapsing at track practice, because her heart was “not healing on its**

own”. ([click here](#))



Source: ([click here](#))



Denver, Colorado high school football star Markus Martinez suffered a major heart attack and now needs a heart transplant



Image Source: ([click here](#))

Markus Martinez, former Columbine High School football star, now a senior at Bear Creek High School, suffered a major heart attack November 17, 2022 and needs a heart transplant.

Shelly Segura, Markus’ mother, said his heart is only functioning at 12% to 15%, which means he needs a new heart as soon as possible. ([click here](#))

“His heart is just unfortunately too sick right now,” Segura said.

Evanston, Illinois - 19 year old student Simone Scott had heart failure after Moderna COVID-19 vaccine, had a heart transplant, then died on June 11, 2021



Simone Scott, a 19 year old journalism student, received her **first dose of Moderna** COVID-19 mRNA vaccine on April 3, 2021, and her **second dose** on May 1, 2021. She started feeling ill almost right away and two weeks later was **unable to walk**. ([click here](#))

Doctors told her mother that Simone suffered **heart failure due to myocarditis** and needed immediate surgery. Simone was placed on an extracorporeal membrane oxygenation (ECMO) machine the next day. It essentially acts as a heart outside the body, pumping and oxygenating blood so the real heart can rest. Simone was transferred to Northwestern Memorial Hospital and **had a heart transplant on May 23, 2021 (3 weeks after her 2nd Moderna dose).**

Doctors said the new heart worked well. But Simone's lungs endured a lot of damage from both the medications and breathing machines and she died on June 11, 2021.

South Korea - a healthy 14-year old girl had myocarditis after Pfizer, is now awaiting a heart transplant



Other COVID-19 vaccine injury horror stories

54 year old Dutch-Canadian man has severe myocarditis post Pfizer COVID-19 booster and now needs heart transplant



54 year old Alex van Kooten was healthy and active. After taking a Pfizer COVID-19 mRNA booster, he is suffering from a case of myocarditis so severe, he now needs a heart transplant. ([click here](#))

Before heart failure changed his life forever, Alex van Kooten was an otherwise extremely **healthy and fit 52-year-old** who frequently enjoyed sports and leisure activities, such as **skiing, bicycle racing, and kite surfing.**

“we moved to Aruba to enjoy the weather, and then COVID hit, and needless to say that we were kind of stuck...**after two years of not seeing the children,** the only

option we had **to see the children was to get vaccinated in order to get back into Canada**”

He got his 1st Pfizer dose in March 2021 and only had a sore arm. He got his 2nd dose in May 2021 and started developing heart palpitations and shortness of breath. Doctors told him what he was experiencing was **psychological and stress related**.

In March 2022, he took a booster shot. **“days after taking the booster shot he became unable to lie down “without gasping for air and was barely able to walk 20 feet.”**

He ended up in the ICU and now needs a heart transplant.

50 year old Rita Sexton was diagnosed with very rare Giant Cell myocarditis post COVID-19 vaccine, now needs heart transplant



Cincinnati man Mitch Graham was also diagnosed with Giant Cell myocarditis post COVID-19 vaccine, now needs heart transplant



South Korea - published case of Giant Cell Myocarditis following AstraZeneca and Pfizer COVID-19 vaccination, requiring heart transplant



A 48 year old female patient had a heart transplant for acute fulminant myocarditis following vaccination with AstraZeneca and Pfizer COVID-19 vaccines. Organ autopsy revealed giant cell myocarditis, possibly related to the vaccines. ([click here](#))

She had AstraZeneca vaccine first, then 77 days later she had Pfizer vaccine and four days later developed symptoms which led to very rapid heart failure requiring a heart transplant.

My Take...

Any doctor who claimed that post Pfizer or Moderna COVID-19 mRNA vaccine myocarditis was rare and mild, should be stripped of their medical license and never allowed to practice medicine again.

According to NIH - National Library of Medicine, mortality rate of myocarditis is up to 20% at 1 year and 50% at 5 years. ([click here](#))



According to the Myocarditis Foundation, myocarditis accounts for up to 45% of heart transplants in the US today.



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COVID Intel - by Dr. William Makis
Dr. William Makis MD

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Vista, CA 92085

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From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: History of death jabs
Date: Monday, April 3, 2023 11:25:17 PM

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<https://expose-news.com/2022/11/25/fauci-gates-created-covid-biolab/>

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](#)
Subject: Death jabs
Date: Wednesday, April 5, 2023 10:30:06 AM

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<https://www.clarkcountytoday.com/news/report-estimates-death-toll-of-300000-from-covid-shots/> send to council members and MELNECK. Put on public record and confirm you did. Thanks from Wynn.

RISE OF THE FOURTH REICH

CONFRONTING
COVID FASCISM WITH
A NEW NUREMBERG TRIAL,
SO THIS NEVER HAPPENS AGAIN

**STEVE DEACE
DANIEL HOROWITZ**

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Watch ""Died Suddenly" Whistleblower Dr. Theresa Long on mRNA in Pilots w/ Dr. Kelly Victory – Ask Dr. Drew" on YouTube
Date: Thursday, April 6, 2023 9:56:40 PM

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<https://www.youtube.com/live/YtnFPnNG1sc?feature=share>. Send to council members and MELNECK. Put on public record and confirm that you did. Thanks from Wynn

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Council@CityofVancouver, US

Put on Public Record

for April 10, 2023

VCL meeting.



many pages!

United States, North America

City of Vancouver, WA

MAYOR

POPULATION

POPULATION YEAR

MEMBER SINCE

Anne McEnerny-Ogle

2018

01/06/2020

Related activities

100% RE EC

100% Renewables Cities and Regions Energy Compact☐ Active**Cookie policy**

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OVER 400 U.S. Cities
are Undermining Our
Constitution from
with-in ! \$! \$

GET
OUT
OF

THEY
TOOK
NOW

I have records showing Vancouver
City Council were MEMBERS
of the UNITED NATIONS ICLEI
for 15 years - NOT just
since 2020 when
they Renewed their

Illegal Membership
to the ICLEI of which has 2
Agendas -
1. to weaken America for a One
World Government

2. DEPOPULATE with the COVID
Bio Weapon, Food shortages & GMO's,
by depleting OUR FARM LAND

THROUGH U.N. agendas of
which Clark County
Follow!!!

United States, North America

City of Portland, OR

MAYOR	Ted Wheeler
POPULATION	639863
POPULATION YEAR	2016
MEMBER SINCE	22/07/1991

About

Portland’s commitment to sustainability began before the Rio Earth Summit in 1992, and has resulted in the city developing strategies that incorporate municipal policy and urban planning to foster growth of the green economy and create more liveable neighborhoods. The city has worked to integrate sustainability principles throughout all of its operations and policies.

Related activities

100% RE EC

100% Renewables Cities and Regions Energy Compact

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United States, North America

City of Beaverton, OR

MAYOR	Lacy Beaty
POPULATION	97590
POPULATION YEAR	2016
MEMBER SINCE	05/10/2007

Related activities

100% RE EC

100% Renewables Cities and Regions Energy Compact

☐ Active



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United States, North America

City of Olympia, WA

MAYOR	Cheryl Selby
POPULATION	51202
POPULATION YEAR	2016
MEMBER SINCE	10/06/1991

Related activities

100% RE EC

100% Renewables Cities and Regions Energy Compact

☐ Active







United States, North America

Thurston Regional Planning Council, WA

CHAIR	Lisa Parshley
POPULATION	294793
POPULATION YEAR	2020
MEMBER SINCE	01/05/2022

Related activities

100% RE EC

100% Renewables Cities and Regions Energy Compact

☐ Active







United States, North America

City of Lakewood, WA

MAYOR	Don Anderson
POPULATION	60111
POPULATION YEAR	2019
MEMBER SINCE	01/11/2020

Related activities

100% RE EC
100% Renewables Cities and Regions Energy Compact

☐ Active



United States, North America

City of Tacoma, WA

MAYOR	Victoria Woodards
POPULATION	211277
POPULATION YEAR	2016
MEMBER SINCE	19/07/2007

Related activities

100% RE EC

100% Renewables Cities and Regions Energy Compact

☐ Active







United States, North America

City of Auburn, WA

MAYOR	Nancy Backus
POPULATION	77472
POPULATION YEAR	2016
MEMBER SINCE	13/09/2016

Related activities

100% RE EC
100% Renewables Cities and Regions Energy Compact

☐ Active

United States, North America

City of Burien, WA

MAYOR

Jimmy Matta

POPULATION

33313

POPULATION YEAR

2010

MEMBER SINCE

01/11/2019

Related activities

100% RE EC

100% Renewables Cities and Regions Energy Compact

☐ Active



United States, North America

City of Mercer Island, WA

COUNCIL MEMBER	Craig Reynolds
POPULATION	22699
POPULATION YEAR	2013
MEMBER SINCE	06/05/2007

Related activities

100% RE EC
100% Renewables Cities and Regions Energy Compact

Active

United States, North America

Metropolitan King County, WA

COUNTY EXECUTIVE	Dow Constantine
POPULATION	2149970
POPULATION YEAR	2016
MEMBER SINCE	26/03/2007

Related activities

100% RE EC

100% Renewables Cities and Regions Energy Compact

☒ Active







United States, North America

City of Bellevue, WA

ICLEI Member Since

MAYOR	Lynne Robinson
POPULATION	120000
POPULATION YEAR	2011
MEMBER SINCE	01/10/2019

Related activities

100% RE EC

100% Renewables Cities and Regions Energy Compact

Active

United States, North America

City of Redmond, WA

MAYOR	Angela Birney
POPULATION	52406
POPULATION YEAR	2013
MEMBER SINCE	01/01/2020

Related activities

100% RE EC

100% Renewables Cities and Regions Energy Compact

☐ Active







United States, North America

City of Kirkland, WA

MAYOR	Penny Sweet
POPULATION	87701
POPULATION YEAR	2016
MEMBER SINCE	05/03/2007

Related activities

100% RE EC

100% Renewables Cities and Regions Energy Compact

☐ Active







United States, North America

City of Kenmore, WA

MAYOR	David Baker
POPULATION	23097
POPULATION YEAR	2019
MEMBER SINCE	01/07/2020

Related activities

100% RE EC
100% Renewables Cities and Regions Energy Compact

☐ Active







United States, North America

City of Shoreline, WA

MAYOR	Chris Roberts
POPULATION	55333
POPULATION YEAR	2016
MEMBER SINCE	01/03/2021

Related activities

100% RE EC

100% Renewables Cities and Regions Energy Compact

☐ Active







United States, North America

City of Bellingham, WA

MAYOR	Seth Fleetwood
POPULATION	87574
POPULATION YEAR	2016
MEMBER SINCE	01/12/2015

Related activities

100% RE EC
100% Renewables Cities and Regions Energy Compact

☐ Active

United States, North America

Whatcom County, WA

POPULATION	216274
POPULATION YEAR	2016
MEMBER SINCE	01/07/2018

Related activities

100% RE EC
100% Renewables Cities and Regions Energy Compact

☐ Active







United States, North America

City of Port Angeles, WA

MAYOR	Kate Dexter
POPULATION	20076
POPULATION YEAR	2018
MEMBER SINCE	01/10/2019

Related activities

100% RE EC

100% Renewables Cities and Regions Energy Compact

☐ Active







United States, North America

Jefferson County, WA

COUNTY COMMISSIONER	Kate Dean
POPULATION	31729
POPULATION YEAR	2018
MEMBER SINCE	01/04/2019

Related activities

100% RE EC
100% Renewables Cities and Regions Energy Compact

☐ Active







United States, North America

City of Bainbridge Island, WA

COUNCIL MEMBER	Joe Deets
POPULATION	24846
POPULATION YEAR	2018
MEMBER SINCE	01/04/2019

Related activities

100% RE EC
100% Renewables Cities and Regions Energy Compact

☐ Active







United States, North America

City of Spokane, WA

COUNCIL MEMBER	Breean Beggs
POPULATION	217300
POPULATION YEAR	2017
MEMBER SINCE	01/06/2020

Related activities

100% RE EC
100% Renewables Cities and Regions Energy Compact

Active

United States, North America

Island County, WA

COMMISSIONER	Janet St. Clair
POPULATION	85141
POPULATION YEAR	2019
MEMBER SINCE	01/12/2020

Related activities

100% RE EC
100% Renewables Cities and Regions Energy Compact

Active







United States, North America

City of Milwaukie, OR

MAYOR

Mark Gamba

POPULATION

20929

POPULATION YEAR

2016

MEMBER SINCE

01/02/2018

Related activities

100% RE EC

100% Renewables Cities and Regions Energy Compact

☐ Active



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[Accept](#)



These are the UNITED NATIONS cities
in America that follow the ICLEI
and the Vancouver City Council do also.
INTERNATIONAL
Council for
Local Environmental
INITIATIVES

Short-Term Rentals: Regulatory Research

• Looked at primarily WA jurisdictions:

- | | |
|--------------|-------------------|
| • Seattle | • Kent |
| • Spokane | • Renton |
| • Tacoma | • Olympia |
| • Bellevue | • Everett |
| • Bellingham | • Skamania County |

Help
stop
socialism
Marxism
& Communism
in
Gays
Local
IN
Gov

Short-Term Rental Draft Regulations Workshop— 10
VCC agenda

Short-Term Rental Community Outreach

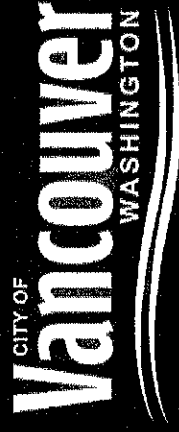
- BeHeard page updated to include proposed regulations:
cityofvancouver.us/str
- Community survey and comment box to be posted on BeHeard page
- Notification letter and email to STR operators that permits are now required, will include link to operator packet

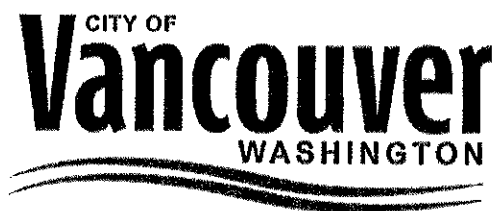
Thank You

Short-term Rental Website

Becky Coutinho, Associate Long Range Planner, Community Development Department

William Cooley, Community Engagement Manager, Community Development Department





MEMORANDUM

DATE: April 3, 2023

TO: Eric Holmes

CC: Chad Eiken, CDD Director

FROM: Jason Nortz, Development Review Manager, Community Development Department
Becky Coutinho, Associate Long Range Planner, Community Development Department

RE: **Proposed Short-Term Rentals Regulations and Text Amendments- April 3 City Council Workshop**

This workshop is intended to provide the City Council with an update on efforts to develop new regulations for short-term rentals (STRs) in the City of Vancouver, including draft proposed regulations for City Council's review and feedback.

Prior City Council Input

At the June 27, 2022, workshop staff provided City Council with an extensive overview of the current short-term rental market in the City. The overview included:

- The current rules for STRs
- The existing STR market conditions
- Stakeholder outreach efforts
- Possible regulatory options for consideration

City Council directed staff to develop changes to VMC Title 20 Land Use and Development Regulations that would allow STRs as a permitted use in residential zones subject to a defined permit process and appropriate standards. Council also asked staff take a closer look at implementing regulations that pay specific attention to:

Policy Consideration	Council & PC comments	Staff Response	Proposed Approach
Owner occupancy requirement	Generally opposed to such a requirement	Studied having owner occupancy requirement if renting one room in the home, but did not include due to challenges with monitoring, enforcement, and legal concerns	Not included in draft code
Lodging tax collection	Ensure that lodging taxes are being collected and	The City received approximately \$140k in short	Continue to work with

Short-Term Rental Proposed Regulations

April 3, 2023

Page 2 of 4

	remitted by the rental platform to the City	term rental taxes in 2022. City lodging tax is set at 4%	legal and finance to monitor appropriate collection.
Life/Safety inspection standards	Council brought up concern at June workshop, want standards without being overly burdensome	Mirroring building code regulations – not suggesting specific building inspections for short-term rentals	STRs required to meet state and local health, safety, and building code regulations; language located in code and operator packet
Impacts to housing availability	City Council and Planning Commission both expressed concerns regarding STRs impact to the housing stock in Vancouver	Current impact to Vancouver housing market is minimal; however, staff will continue to monitor for impacts to housing availability during the proposed pilot period, and will share this data with Council to determine if additional regulations are necessary	Proposed code language excludes STRs from any development receiving the Multifamily Tax Exemption incentive
Changes to Bed & Breakfast regulations	Update bed & breakfast regulations to ensure clarity and fairness with any STR regulations	Staff believe current regulations are adequate, but will review as part of the Comprehensive Plan and Title 20 Update, when more information from the pilot period is available	Not included in draft code

On March 14, 2023, staff presented a draft of potential regulations for STRs to the Planning Commission as a workshop item. Planning Commission was supportive of the proposed regulations. The Planning Commission asked staff to consider the following items:

- Requiring STR permits to be renewed after 24 months
- Ongoing compliance monitoring to ensure all STRs have COV STR permit
- Define code compliance process for STR violations
- Consider requiring inspections for all new STR permit applicants
- Create an operator packet for all new STR applications

Staff began creating the operator packet materials, which will include:

- Updated FAQs
- Template neighbor notification letter
- Permit Application
- Good neighbor guidelines to be posted inside STR unit

Short-Term Rental Proposed Regulations

April 3, 2023

Page 3 of 4

Overview of Draft Code

Following direction from City Council and Planning Commission as well as community feedback and comparative jurisdiction research, staff has prepared draft code language to regulate short-term rentals (Attachment B).

The proposed regulations would allow short-term rentals in all residential and commercial zones, and in two industrial zones (OCI and ECX) as a limited use that must follow regulations in new code section 20.835. STRs must register with the Washington State Department of Revenue and obtain a City of Vancouver business license if the business license annual revenue threshold is met.

The regulations create a short-term rental permit with a one-time \$250 fee. In order to obtain a permit an applicant would need to provide an affidavit showing proof of mailing of a letter of notification to property owners abutting and adjacent to the proposed short-term rental, copy of liability insurance for the rental property, and a signed acknowledgement by the owner stating that the short-term rental will comply with the required standards in 20.835.050 VMC and allowing the City to inspect the premises as needed.

Please refer to Attachment B for the full proposed code language. In addition to the development of regulations, staff has created an updated FAQ and good neighbor fact sheet that will be made available to the public (see Attachments D and E). The FAQ is meant to serve as a resource to educate the public on the City's policies and how to handle issues. The good neighbor fact sheet is a resource for short-term rental operators, hosts, and guests, outlining the regulations around noise, parking, fire safety, garbage, and overall guest responsibilities.

Staff recommends that the regulations be "tested" as a pilot for a period of 24 months in order to assess their effectiveness. During this time, STR counts will be collected through the City permitting process in addition to the monthly report received from the City's consultant Host Compliance.

Additional background information including the March 14, 2023, Planning Commission staff report and draft regulations are provided as Attachment A-F of this cover memo.

Next Steps

Following the April 3, 2023, City Council workshop, the project team will review and integrate feedback and implement any changes to the draft regulations. Staff will then conduct further outreach to the community and stakeholders with the proposed code language. A Planning Commission public hearing is tentatively scheduled for April 11, 2023. A City Council public hearing has not yet been scheduled but our goal is to present a draft ordinance for review in late spring/early summer 2023. If the proposed regulations or modified regulations are adopted, staff would plan to return to Council within a year to provide an update, and again at the 24-month mark to determine if the permitting process or development standards need any refinements.

Staff Contacts:

Jason Nortz, Development Review Manager, Community Development Department, 360-487-7844

Jason.Nortz@cityofvancouver.us

Becky Coutinho, Associate Long Range Planner, Community Development Department, 360-487-7899

Becky.Coutinho@cityofvancouver.us

Short-Term Rental Proposed Regulations

April 3, 2023

Page 4 of 4

Attachment(s):

- A. March 14, 2023 Planning Commission Memo
- B. Draft Short-Term Rental Regulations
- C. Title 20 VMC Amendments
- D. Good Neighbor Handout
- E. Short-Term Rental FAQs
- F. Washington Short-Term Rental Comparisons



To request other formats, please contact:
Department
(360) 487-8602 | WA Relay: 711



MEMORANDUM

DATE: April 3, 2023
TO: Mayor McEnerny-Ogle; Vancouver City Council
CC: Eric Holmes, City Manager
FROM: Samantha Whitley, Economic Prosperity and Housing
RE: **DOCUMENT RECORDING FEES (DRF)**

OVERVIEW

There are three document recording surcharges for affordable housing and homelessness assistance implemented by Washington State. The original House Bill 2060 "Affordable Housing for all Surcharge" is established by RCW 36.22.178 and House Bills 1359 and 2163, "Local Housing and Assistance" surcharges implemented by RCW 36.22.179. All of these fees are collected locally by the County Auditor when real estate transactions are recorded. Approximately 60% of these fees are retained locally for very low-income housing, shelters, or homeless services. Approximately 40% of these fees are passed to the State and returned to local governments through Consolidated Homelessness Grant (CHG) agreements. The Washington State Department of Commerce oversees CHG (established by RCW 143.85C). CHG has several funding sources, including state general fund and a portion of Document Recording Fees (DRF). Local governments with Homeless Plans are eligible to receive this funding to use for Homeless Crisis Response System related services.

These fees constitute the majority of state and local funding available for homeless housing and are currently administered by Clark County through the Community Action Advisory Board.

Document Recording Fee Comparison	
HB2060	HB1359/HB2163
- Established by RCW 36.22.178 "Affordable Housing For All" surcharge - About 1/5 of DRF - Requires Interlocal between County and Cities* - Allowable uses: Brick-and mortar, Rent vouchers, Emergency Shelter Ops. - No mechanism to claim own portion independent from Interlocal	- Established by RCW 36.22.179 "Local Housing and Assistance" surcharge - Majority of DRF - NOT covered by Interlocal - Goes to local governments with Homeless Plans - Allowable uses: Operate the local Homeless Plan - Cities can claim their portion by passing a Resolution "asserting responsibility for homeless housing within its own borders" and adopting their own Homeless Plan

*Battle Ground, Camas, La Center, Ridgefield, Washougal, Woodland and Town of Yacolt are currently in an Interlocal Agreement with Clark County that expires in 2026. Vancouver changed the end date on their Interlocal Agreement and it expired in 2020.

USES

Clark County conducts a Request for Proposal process for this funding every three years. Funding recommendations are made by the Community Action Advisory Board (CAAB). The CAAB is a tripartite board as prescribed by the Community Services Block Grant Act, and includes 1/3 elected officials, 1/3 low-income representatives and 1/3 community representatives. To ensure representation throughout Clark County, the board is comprised of one member of each category from each of the designated county council districts. The board also makes available "At Large" positions for individuals or groups who consider their interests underrepresented on the board. The City of Vancouver currently has two representatives on the CAAB (Councilor Perez and Jamie Spinelli).

Current services funded by DRF comprise the full spectrum of homelessness and housing services and serve people throughout Clark County.

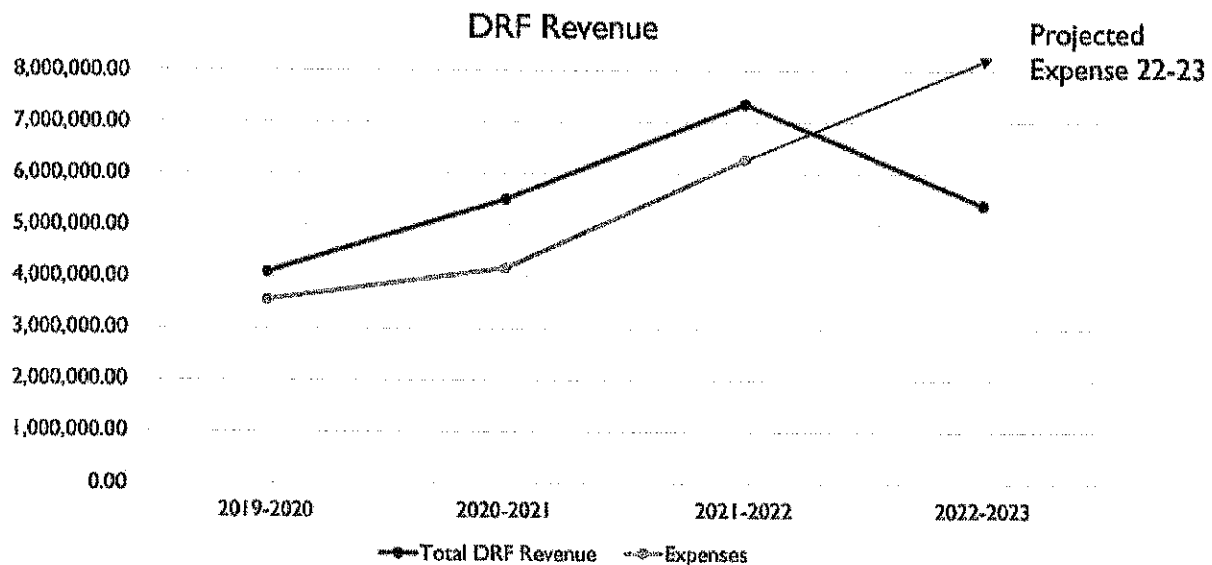
Service Type	Document/ Recording Fee	CHG
Street Outreach	\$243,255	\$60,000
Emergency Shelter	\$2,636,503	\$54,500
Prevention Rental Assistance	\$1,286,628	
Transitional Housing	\$37,390	
Rapid Rehousing Rental Assistance	\$327,184	\$234,672
Permanent Supportive Housing	\$516,840	\$440,000
Other Supportive Services	\$98,106	
Data Collection and Planning	\$807,597	\$119,186
<i>*2021-2022 figures</i>		

Agency	Program	City of Vancouver Zip Codes	Vancouver Zip (Unincorporated)	Other Clark County Zip	Outside Clark County Zip	No Last Perm Zip Provided	Total
CFTH	Coordinated Assessment	501	644	204	565	575	2,489
SeaMar	SOAR	20	11	7	8	17	63
Share	Rent Well	29	38	5	8	10	90
CFTH	Coordinated Outreach	121	62	24	62	81	350
Share	Outreach Expansion	138	85	19	78	83	403
CCS	Bertha's and Bertha's Too	117	56	20	59	28	280
CFTH	Motel Vouchers	475	249	90	213	449	1,476
Janus Youth	Ascend Motel Vouchers	4	0	0	5	3	12
Janus Youth	Oak Bridge	15	16	14	33	3	81
Janus Youth	Perch	7	5	3	6	15	36
Share	Shelters	184	91	13	85	109	482
Share	WHAT	38	5	6	13	6	68
CFTH	Diversion	160	120	16	1	58	355
Janus Youth	Bridges	3	6	0	0	6	15
Second Step	Rental Assistance	7	5	1	4	2	19
Impact NW	Rapid Rehousing	6	7	7	2	1	23
Share	HEN	72	41	17	34	17	181
Share	Rapid Rehousing	12	5	5	4	1	27
Impact NW	PSH	0	10	5	0	0	15
Lifeline	PSH	7	4	1	0	0	12
Share	Lincoln Place	20	6	0	6	1	33
Share	PSH	24	16	1	12	0	53
Total (not unduplicated)		1,960	1,482	458	1,198	1,465	6,563
Percentage		30%	23%	7%	18%	22%	

CURRENT SITUATION

Document Recording Fees rise and fall with real estate demand. When there are frequent home sales and refinancing activity, fee collection increases. As interest rates rise and the housing market slows, DRF revenue drops. Because Clark County awards DRF funding every 3 years, the amount of funding committed versus the amount of funding collected doesn't always align. Currently, Clark County anticipates a \$5 million dollar shortfall over the next two years. If the legislature does not backfill this funding, county staff plan to request \$5 million in County ARPA funding to backfill the DRF revenue loss.

Homeless Expenses follow DRF revenue, a year delayed



HOW CAN A CITY PARTICIPATE MORE AND INCREASE ITS HOMELESS SERVICE RESPONSIBILITY?

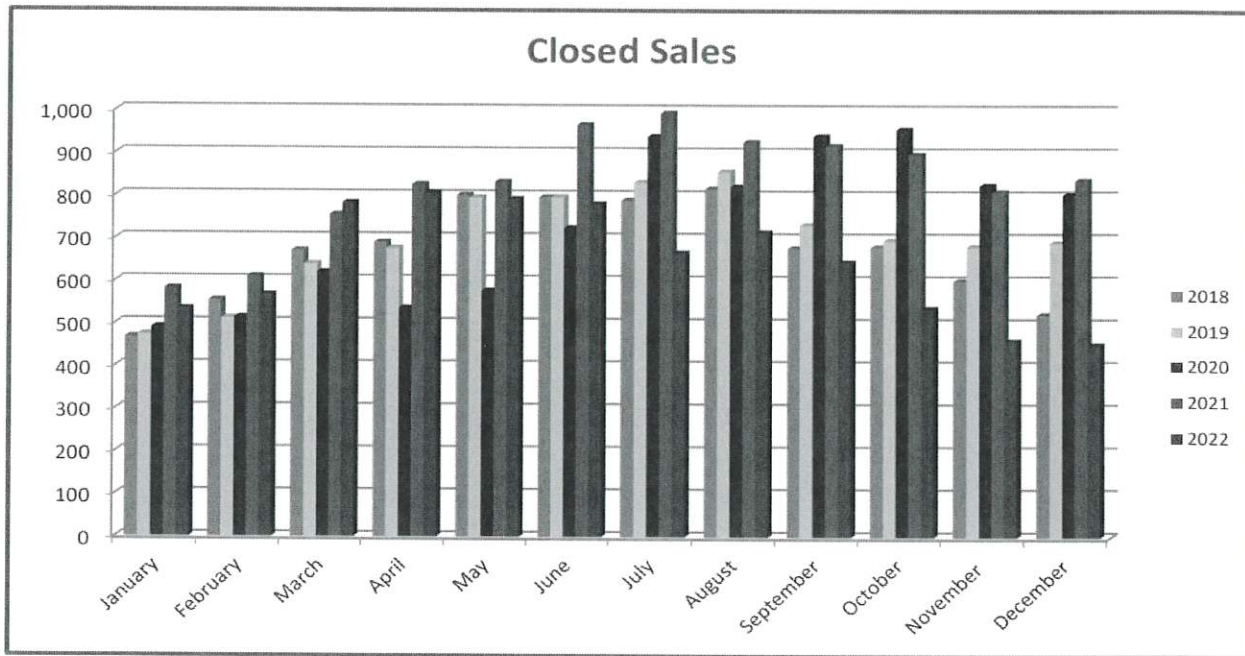
While Clark County has been managing these funds and services for nearly 20 years, legislation does allow other local governments to claim their portion of HB2163 and 1359 DRF. Under RCW 43.185C.080, Vancouver, or any city, may pass and transmit a Resolution to the county asserting responsibility for homeless housing within its borders and stating its intention and commitment to operate a separate homeless housing program.

If a city chooses to do this, it will receive a percentage of the surcharge assessed under RCW 36.22.179 equal to the percentage of its local portion of the real estate excise tax (REET) collected. A participating city may also then apply separately for homeless housing program grants. A city choosing to operate a separate homeless housing program is responsible for complying with all of the same requirements as counties and must adopt a local homeless housing plan with the same requirements as county plans.

From a practical standpoint, it should be noted that both Vancouver and Clark County work with the same service providers and that such service providers have a history of close collaboration through the Coalition of Service Providers. Service providers strive to create and maintain close coordination of resources and a focused strategic direction. It is possible that separate homeless plans, creating separate funding processes, requiring separate reporting, and being subject to separate – but parallel – program monitoring requirements may be viewed as inefficient use of limited public funding.

HOW MUCH COULD THE CITY RECEIVE?

Based on Real Estate Excise Tax (REET) percentages, the City of Vancouver would receive approximately 34% of the 1359 and 2163 funding. Depending on the real estate market, this could result in annual funding in the range of \$1 to \$2 million per year. For 2022, an extremely active real estate market, the City calculated that it would have received approximately \$1.8 million. A snapshot of closed home sales illustrates the market variation that over the past 5 years in Clark County:



*Graph from Clark County Association of Realtors.

OTHER WAYS FOR CITIES TO GET INVOLVED WITH HOMELESS PLANNING AND SERVICES

1. The Community Action Advisory Board: The CAAB generally has a hard time filling board vacancies, especially the 1/3 of seats reserved for elected officials. There are currently two vacant positions on the board. The CAAB meets every other month so it is a relatively minor time commitment in exchange for extensive information members receive about homelessness and anti-poverty programs, including best practices, service provider programming, community needs, and reporting on revenue, expenses, and program outcomes. CAAB members also receive regular state and federal legislative updates and notices for opportunities for advocacy around homelessness and supportive services.
2. Community Needs Assessment and Homeless Action Planning: Another opportunity to strengthen homelessness response through community coordination is by participating in the Community Needs Assessment and/or development of the Homeless Action Plan. These documents are updated regularly on a 3 and 5-year cycle, respectively. Extensive outreach, data compilation, research, partner consultation, and community conversations (particularly with people who have lived experience) informs these plans and assessments to guide funding decisions and policy and program strategies.
3. The Coalition of Service Providers: Chaired by the Council for the Homeless, this Coalition serves as the Continuum of Care for homeless services. It is a countywide consortium of nonprofit agencies, businesses, community groups, faith communities, and government agencies, as well as people who are experiencing homelessness and those who are formerly homeless. It is a strategic planning body coordinating homeless services and allows service providers to apply jointly for funding from HUD. The Coalition meets regularly to discuss issues related to homelessness, best practices and opportunities for collaboration. Members receive training, work to progress homeless plan initiatives, discuss advocacy and increase the trauma-informed nature of services. Meetings are open to the public and new members may join at any time.

END OF ICLG RENTALS

NOTE: Put on Public Records for

Vancouver City Council meeting April 10, 2023
submitted April 10, 23 ✓

The following many pages are copies of
respective meetings, minutes and dates.

Loss of Citizen Control in
Vancouver is proving to be
marxist, socialist and
Communist in ALL Clark County.

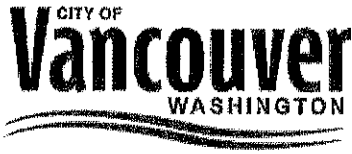
ASSEMBLE NOW at ALL
city council & Clark County MEETINGS
NOW. They are effectively taking
Our Right to Govern big corporate
Local Government.

Make America Godly Again AMEN

(1-17)*

submitted on 4-10-23
Before NOON! ①* 4/10/23

Item #



TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/10/2023

SUBJECT Minutes - March 6, 2023

Action Requested

Approve the meeting minutes of March 6, 2023.

ATTACHMENTS:

□ March 6, 2023 Meeting Minutes

2

(April 10, '23 VCC meeting agenda
approval of minutes x2 also Feb. 13)



CITY COUNCIL MEETING MINUTES

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

PO Box 1995 | Vancouver, WA 98668-1995

www.cityofvancouver.us

Anne McEnerny-Ogle, Mayor

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

March 6, 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/35439?startStreamAt=0&stopStreamAt=3822

3:30-4:15 p.m. Pearson Field Update

Guy Lennon, Airport Manager, 360-487-8619

Summary

Staff led Council through a discussion of the Pearson Field Update.

4:15-4:45 p.m. Humane Animal Treatment Policy

Rebecca Small, Senior Policy Analyst, 360-487-8601





This is a formal complaint made by Kimberlee Goheen Elbon, a Clark County Citizen.

I am enclosing copies of The Vancouver City Council 'CITY COUNCIL MEETINGS' explanation as to how Council meetings are to take place. The Citizens had no say in your Charter articles or policies. This is tyranny in action.

*****First note: This Council is actively following the ICLEI United Nations entity for over 15 years now. By doing so, this Council has 'effectively' taken WE THE PEOPLE'S First Amendment Rights away by limiting We Citizens to one three minute Community Forum per every three months. You WILL NOT take these Rights away from The Citizens. It might take a lawsuit and some time; but this is not going to continue !!! The lame excuse given is that We Citizens can write to the Council at any time. And then what ? Do The Citizens get to see what Other Citizens wrote to you ? Probably not !!!**

The EFFORTS that this Vancouver City Council 'elected' Officials have put into taking Our First Amendment Rights away; as well as effectively taking over The Peoples' AUTHORITY over this Council IS in My opinion CRIMINAL and definitely NOT following The Constitution !!! You show great EFFORT in shutting US out and continuing the UN agenda. NOT ON MY WATCH and I continue to Pray for deliverance AMEN. (pages 1-2)

*****Second note: The City Council Meeting Agenda for February 13, 2023 was a total slap to the face of The Citizens !!! The enclosed copies (pages 3-4) are NOT TRANSPARENT to The Public and was MISLEADING also !!! I tried to attend the meeting in Person and was told the Birch Room was full !!! Why not a larger room for The Citizens to attend as was implied !!! You all ate dinner also in the same room. Why did I have to go to the Aspen Room just to listen !!! I could have done that from Home !!! Who was in attendance in the Birch Room ??? Email Me the answer. Were there any Citizens other than your group ??? The PUBLIC NOTICE you put out is also misleading !!!**

So I intend on waking The Citizens up to this obvious government takeover !!!

You have shown your TRUE COLORS and I consider this Vancouver City Council DOMESTIC ENEMIES of The People of Vancouver Washington USA and all of Clark County Washington USA ~ God Is Always Good AMEN.

Kimberlee Goheen Elbon
we4the4people@aol.com

march 6, 2023 a monday
scanned, copied & submitted to
Public Record

TABLE OF CONTENTS

PAGE

- 1-2 Explaining the councils meaning of regular session, Community Forum and workshops.
- 3-4 TRUE COLORS as the City appeases The Public !!!
- 5-8 An example of what is coming to Clark County and Wa State !!!
- 9-10 Time will show voter fraud.
- 11-17 A glimpse into Democrat Citizens and what they think of biden.
- 18-38 A Story of Truth and a Call to Action.

~~amendment~~ - 3-6-23 mon. VCC meeting 7:45 pm NOTE: My 1ST Amendment Rights were taken as I and other Citizens Spoke 3 minutes on "The Workshop - Animal etc." There were No notices that the Public could speak on this unagendaized workshop Public Comments. I Spoke and also AS the Agenda DID give 3 minutes for 1-10 agenda on record per paper copy of 3-6-23 VCC agenda.

2. of . 2 (1-2
1-38 TOTAL pages)

5*

Absolutely Not
Transparent and
in fact mis-leading.

**City Council Meeting Agenda
February 13, 2023**

Dinner was also served.

Not Transparent
to Citizens

VANCOUVER CITY COUNCIL PROFESSIONAL DEVELOPMENT

Public Notice | Training Materials

Time: 4:00 p.m. to 8:30 p.m.

Break: 6:00 p.m. to 6:30 p.m.

Location: Birch Room, City Hall (415 W 6th Street, Vancouver, WA)

Remote Telephonic Access: Dial 1-877-309-2073 / Access Code: 528-856-661

Remote Listening Location: Aspen Room, City Hall (415, W 6th Street, Vancouver, WA)

This remote listening option is available to anyone that would like to listen in person.

I drove 25 miles to
Attend and was denied
the Birch Room 'party' !!!

This IS A UN agenda!

AGENDA

True Colors© Professional Development

True Colors© professional development supports public sector staff, leaders, and elected officials to gain deeper skills in commonplace misunderstandings around how people may act and/or react. The professional development goals are to increase self-awareness, improve communication skills, and elevate empathy for others.

The professional development is guided by the principles outlined in the True Colors© Program.

No Room for
Citizens by following
Design by following
their Marxist government
policies!

PUBLIC NOTICE

**Amended Vancouver City Council Meeting for
City Council True Colors© Professional Development**

Monday, February 13, 2022

**City Hall
Birch Room
415 W 6th Street
Vancouver, WA**

another example
of Marxism &
Socialism.

City Council Professional Development: 4:00 p.m. – 8:30 p.m.

City Council Break: 6:00 p.m. to 6:30 p.m.

Remote Telephonic Access: Dial 1-877-309-2073 / Access Code: 528-856-661

Remote Listening Location: Aspen Room, City Hall (415, W 6th Street, Vancouver, WA)

→ This remote listening option is available to anyone that would like to listen in person.

WAS NOT IN-PERSON - WAS in another room.

The City Council Meeting has been amended and will now be a True Colors© Professional Development. The location of the Vancouver City Council Professional Development is the Birch Room in City Hall. CVTV will not be recording or broadcasting the professional development. The full agenda for this meeting can be viewed at:

<https://vancouvercity.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=372&MinutesMeetingID=-1&doctype=Agenda>

*the Birch Room, where Citizens were told could not go to "actually" Listen in Person. **



CITY COUNCIL MEETING MINUTES

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

Anne McEnerny-Ogle, Mayor

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

February 13, 2023

VANCOUVER CITY COUNCIL PROFESSIONAL DEVELOPMENT

Public Notice | Training Materials

Time: 4:00 p.m. to 8:30 p.m.

Break: 6:00 p.m. to 6:30 p.m.

Location: Birch Room, City Hall (415 W 6th Street, Vancouver, WA)

Remote Telephonic Access: Dial 1-877-309-2073 / Access Code: 528-856-661

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AGENDA

True Colors© Professional Development

True Colors© professional development supports public sector staff, leaders, and elected officials to gain deeper skills in commonplace misunderstandings around how people may act and/or react. The professional development goals are to increase self-awareness, improve communication skills, and elevate empathy for others.

The professional development is guided by the principles outlined in the True Colors© Program.

The Professional Development of the Vancouver City Council was called to order at 4:00 p.m. by Mayor McEnerny-Ogle. This Professional Development was conducted as a hybrid meeting, including both in person and remotely over video conference for listening purposes.

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

Absent: None

City Council participated in the True Colors© Professional Development.

The City Council adjourned at 8:30 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Strategic Plan Update

City Council Communications

April 10, 2023



Aaron Lande

Policy & Program Manager, City of Vancouver/CMO

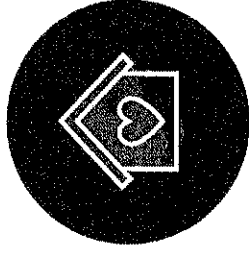
Strategic Plan Overview



Development and Progress

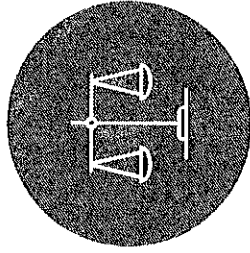
Task	In Process	Completed
Establish Strategic Plan Advisory Committee		✓
Identify Core Values and Focus Areas		✓
Develop draft Metrics and Considerations		✓
Small Group Focus Area meetings		✓
Revise Focus Areas, Metrics & Considerations	✓	
Draft Strategic Plan at Council workshop	✓	
Adopt Strategic Plan		

Proposed Core Values



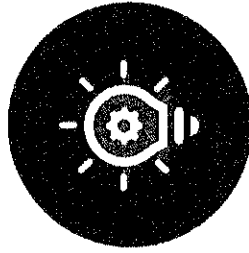
Livability

- Meeting the expectations of Vancouver residents for the supply and access to basic necessities, quality of life, requirements and experiences.



Equity and Inclusion

- Where everyone feels a sense of belonging and can feel safe to express their beliefs and values.



Innovation

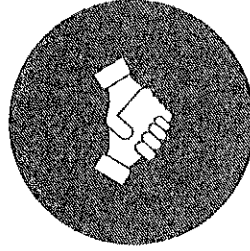
- Invites and encourages creative thinking and being a forward looking city.

Proposed Core Values



Sustainability and Resilience

- Value long term solutions, including crisis management for economic, environmental, and social issues.



Trust and Relationships

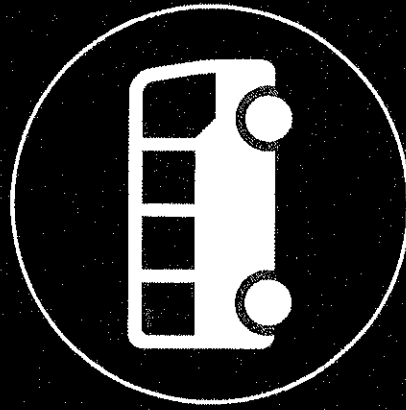
- Reflected by transparent decision-making processes, open communication between the government and the community and between community groups, and a broadly shared belief that decisions are intended to enhance livability, equity, and the resilience of the entire community.

Strategic Plan Overview



Definition of Terms	
Focus Area	Council-identified topic of priority – title of category
Strategic Outcome	Defines the state we are trying to achieve
Long-term Community Indicator	At-a-glance view of the major aspects of community condition, tracks trends over time but may not be directly connected to specific city services
Performance Measure	A department or program level measurement aligned with a Focus Area. Has a specific target and goal within the life of the strategic plan (6 yrs.) Select a mosaic of measures to have a complete picture of complex issues and services
External Factors & Emerging Issues	As identified by staff and SPAC members

Transportation and Mobility



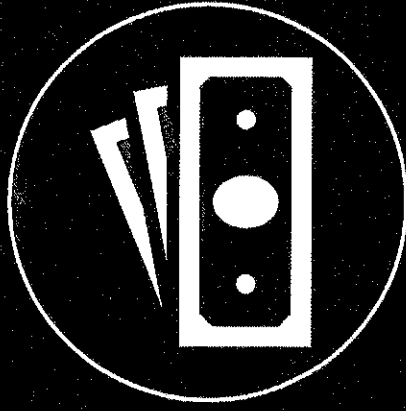
CITY OF
Vancouver
WASHINGTON

Strategic Outcome – What are we trying to achieve?

Vancouver has a safe, future-ready and convenient transportation system that offers affordable and climate-friendly options for people to get where they need to be. All community members can walk, roll, bike, drive, and take transit to reach their destination. Vancouver considers the needs of different communities when designing transportation infrastructure and prioritizes equity. Vancouver's transportation network supports the local and regional economy and facilitates the movement of goods in addition to people.



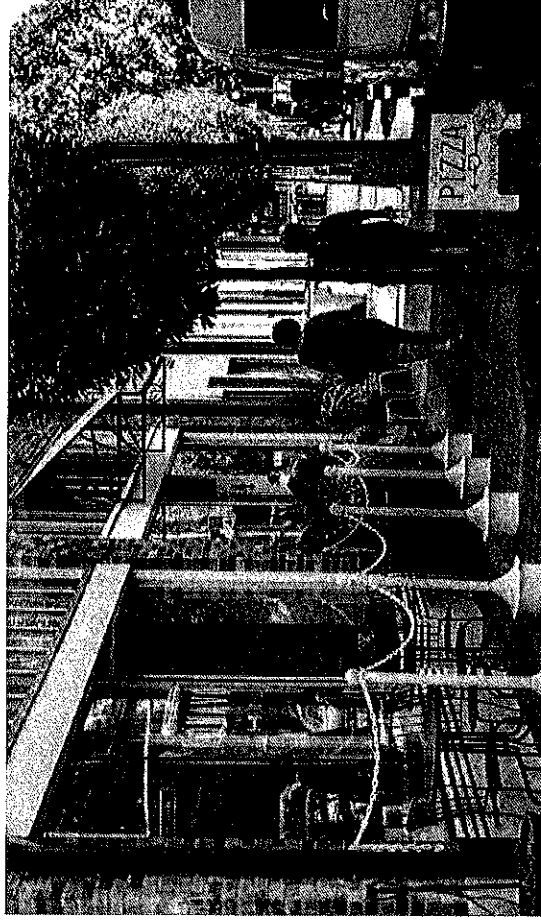
Economic Opportunity



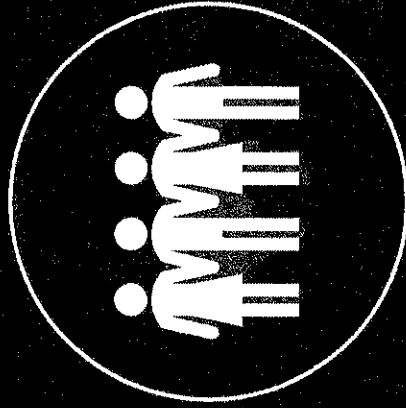
CITY OF
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WASHINGTON

Strategic Outcome – What are we trying to achieve?

Vancouver is a place where a variety of businesses of all sizes, from young startups to established enterprises, grow and thrive. A host of education and training opportunities bring prosperity to those who live here and provide a skilled workforce for companies.



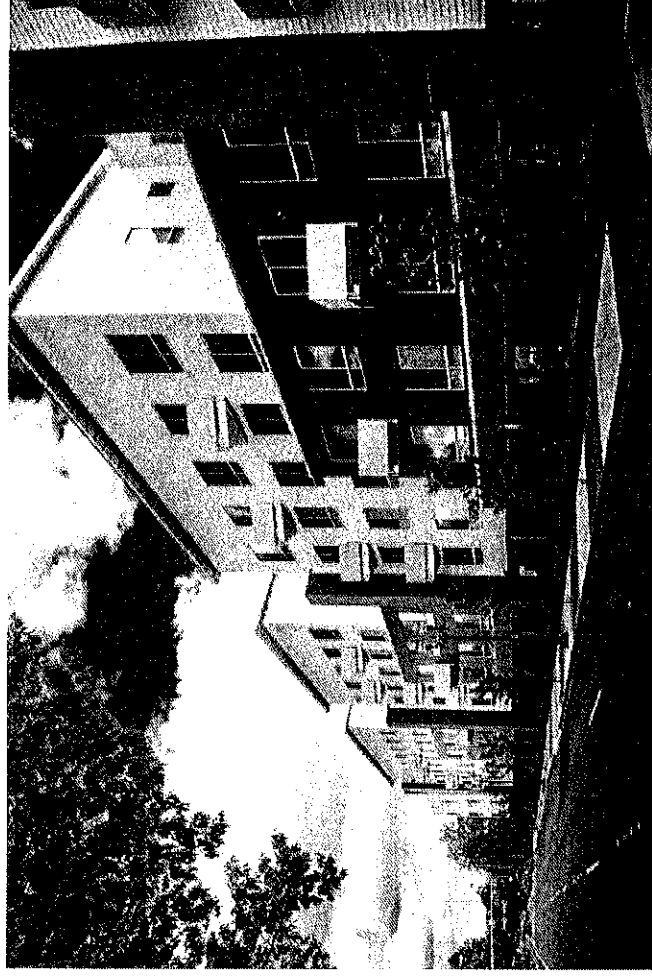
Housing and Human Needs



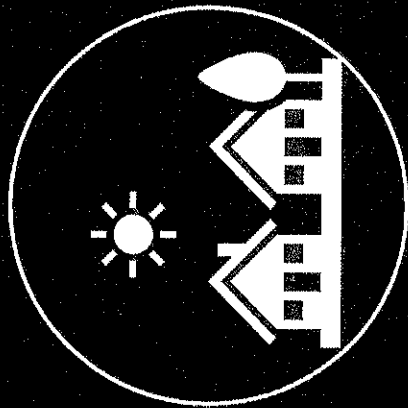
CITY OF
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Strategic Outcome – What are we trying to achieve?

Vancouver meets basic needs and partners with organizations to support its communities. All communities have access to safe and affordable housing, healthcare, food, transportation, education, and dependable access to utilities.



Vibrant and Distinct Neighborhoods



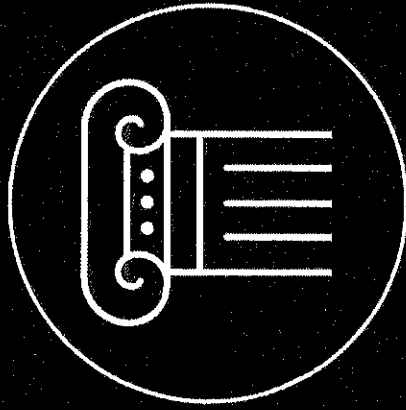
CITY OF
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Strategic Outcome – What are we trying to achieve?

Vancouver offers a variety of accessible places and spaces to interact and enjoy nature, art, culture, food, shopping, and community. Neighbors care for each other and show up in times of need.



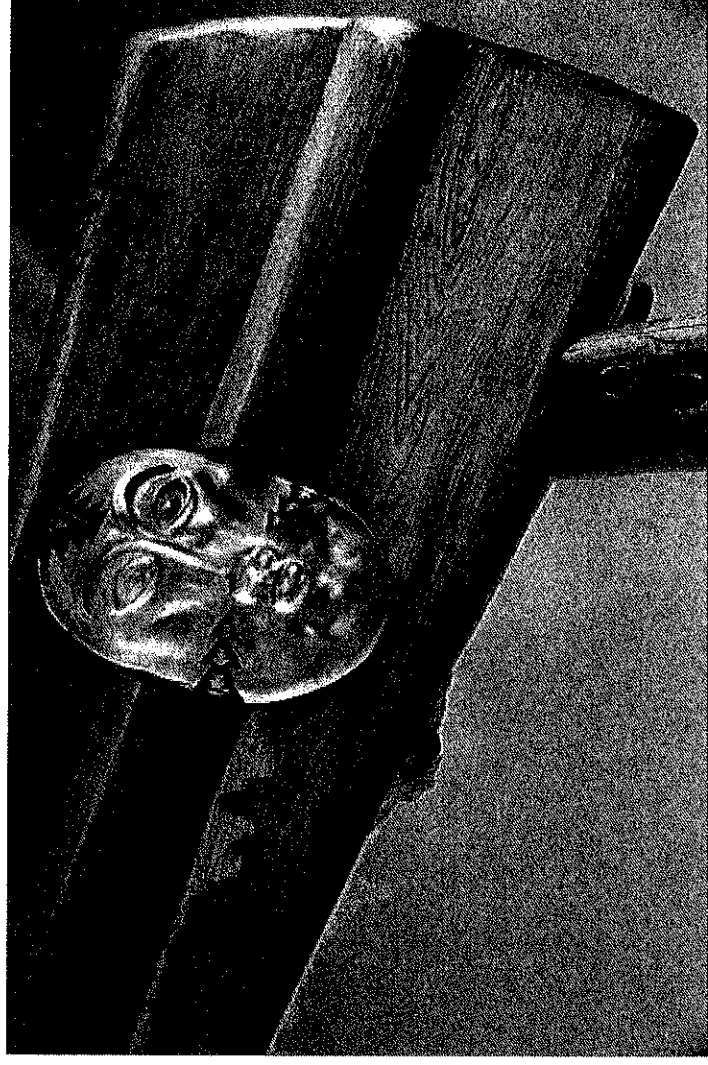
Culture and



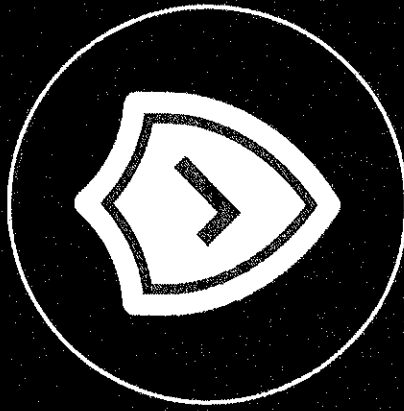
CITY OF
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Strategic Outcome – What are we trying to achieve?

Vancouver celebrates its culture and heritage. Public events, museums, cultural centers, concerts, and exhibits offer opportunities for communities to learn about different cultures and experiences.



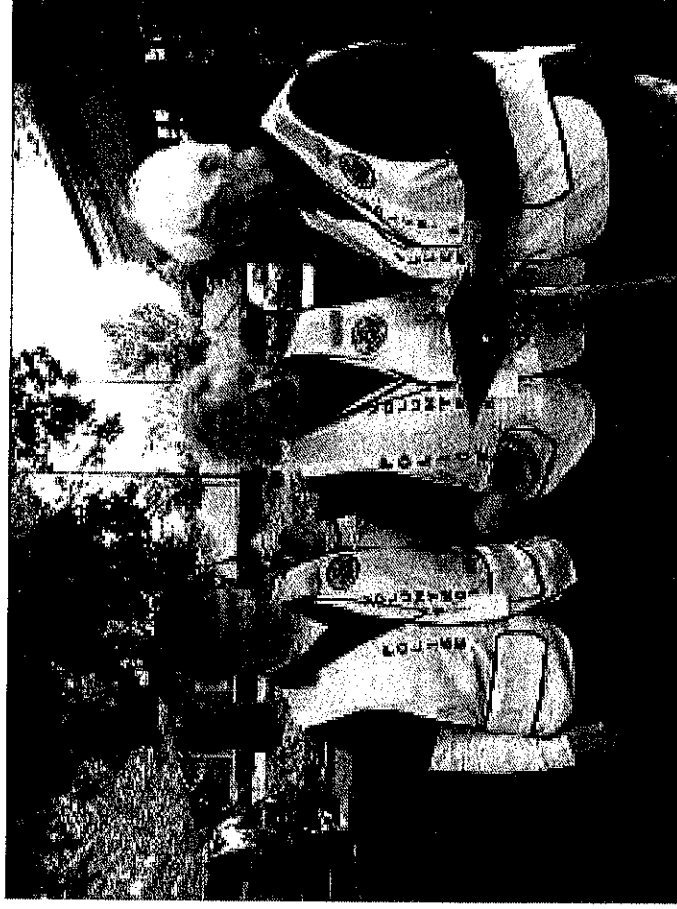
Safe and Prepared Community



CITY OF
Vancouver
WASHINGTON

Strategic Outcome – What are we trying to achieve?

Vancouver feels like a safe place to live, work, and play. All communities are free from violence and crime and understand what to do in times of crisis.



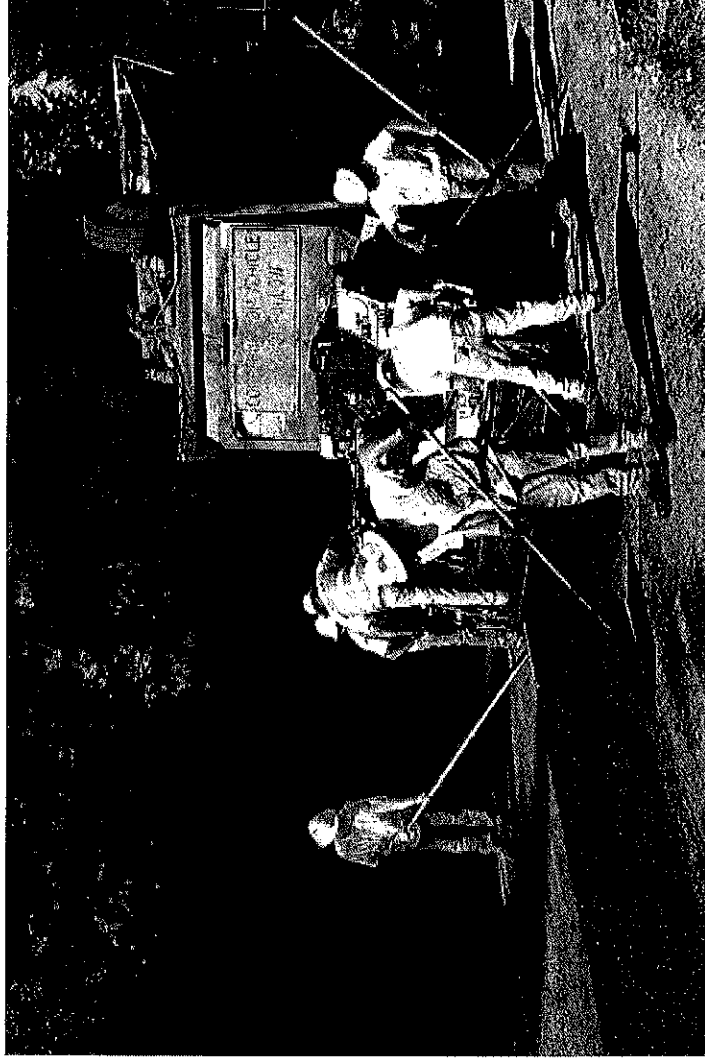
Connected and Resilient Infrastructure



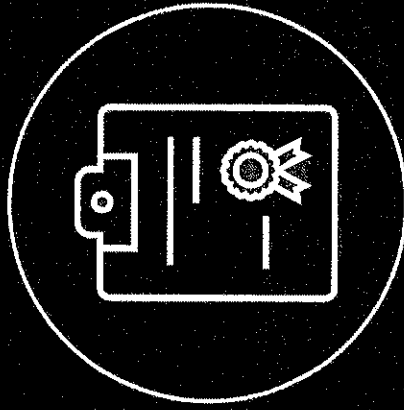
CITY OF
Vancouver
WASHINGTON

Strategic Outcome – What are we trying to achieve?

Vancouver plans for disasters and is ready to adapt to change. All communities have dependable access to utilities. Buildings, bridges, and roads are designed to modern, safe, inclusive, and accessible. Communities care for each other and show up in times of need.



High Performing Government



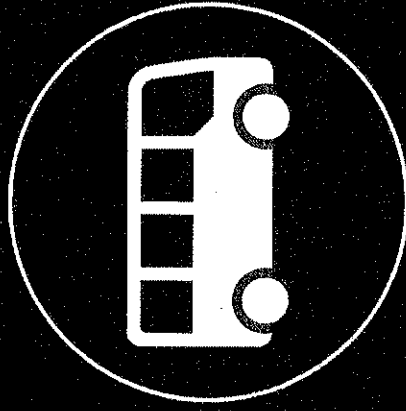
CITY OF
Vancouver
WASHINGTON

Strategic Outcome – What are we trying to achieve?

Vancouver's government is reliable, fiscally responsible, equitable, and open to compromise. Decision-making processes are transparent. City leaders have integrity and work with the community to plan for the future.



Example: Transportation and Mobility



Strategic Outcome

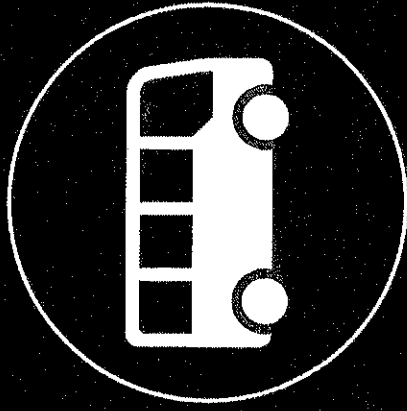
Vancouver has a safe, future-ready and convenient transportation system that offers affordable and climate-friendly options for people to get where they need to be.

Long-term Community Indicator

Mode Split

- *Definition:* The breakdown of how Vancouverites get around, typically representing the percentage of travelers using a particular type of transportation (walk, bike, drive, transit, etc.)
- *Data Source:* US Census Bureau – American Community Survey
- *Why it Matters:* Research shows that active transport is inversely related to obesity rates. Air pollutants (especially sulfur and VOC emissions) are typically lower in areas where active transportation is popular. This popularity comes with additional health benefits. In addition, research suggests that those who commute using active methods report lower commute stress levels.

Example: Transportation and Mobility



6-year Priority Performance Measures

- Number of collisions (vehicular and vulnerable users)
 - **Target:** reduce the number of collisions
- Miles of complete streets
 - **Target:** Increase the miles of complete streets

External Factors and Emerging Issues

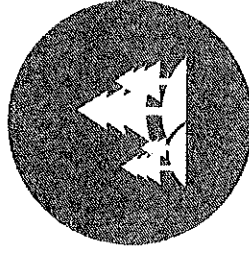
- How might we effectively collaborate with agencies, organizations, and the Vancouver community around mobility decision-making?
- How might we lower the risk of travel-related injury and promote public health?
- How might we prepare for and lead in leveraging rapidly evolving technology in transportation?

Proposed Focus Area Change



Connected and Resilient Infrastructure

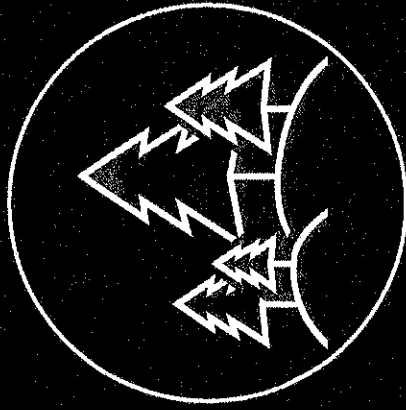
- Challenge differentiating this focus area from others.
- Redistribute Community Indicators and Performance Measures to other focus areas.



Climate and Natural Systems

- Create a more explicit connection with Council priority area of climate.
- Need to have metrics related to natural environment.

Climate and Natural Systems



CITY OF
Vancouver
WASHINGTON

Strategic Outcome – What are we trying to achieve?

Vancouver values, restores, and cares for the natural environment upon which all living things depend. The health of our natural systems supports the health of all who live, work and play in our community.



Next Steps



April 10

Council
Communications
-
Brief status update

May 8

Council Workshop
-
Walk through final
Strategic Plan

June 5

Public Hearing and
Strategic Plan Adoption



MEMORANDUM

DATE: April 10, 2023

TO: Mayor and Council

FROM: Aaron Lande, Policy and Program Manager

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

RE: **Strategic Planning Process**

Where we've been

To ensure that the Strategic Plan is reflective of diverse community needs and a collective vision for the future, the Strategic Plan Advisory Committee (SPAC) was formed in Spring of 2022. The vision for the SPAC was to create a committee whose structure and makeup reflected the City's shifting demographics, while also realizing commitments and best practices around equity. SPAC members were selected to reflect the full range of Vancouver experiences and perspectives.

The SPAC was initially tasked with developing language around the Core Values identified by Council, providing a linguistic vision for the type of Vancouver where every resident, visitor, and business can thrive. The work on the core values created a solid foundation for the Strategic Plan. Their second task was to add descriptions to the Focus Areas, also identified by Council, of what we are trying to achieve as a community. The Focus Areas create a platform that supports development of Community Indicators and Performance Measures that allow for accountability and tracking of outcomes.

Appendix A is the list of Focus Areas with SPAC-produced descriptions.

Where we are

Over the past month, there have been small group conversations for each Focus Area with City staff subject matter experts and SPAC members to review a initial set of long-term Community Indicators and Performance Measures. Following these small group meetings, the metrics were further refined by programmatic staff and data experts to ensure they are responsive to the feedback received, reflect the shared understanding of what we are trying to achieve, and are actionable and measurable by staff.

As part of these discussions, two changes were proposed to the Focus Areas:

- Remove *Connected and Resilient Infrastructure*

- The group had trouble differentiating this Focus Area from others – both in intent and proposed metrics
- Metrics from this Focus Area would be redistributed to other Focus Areas – *Transportation and Mobility* and *Safe and Prepared Community*
- Add *Climate and Natural Systems*
 - Creates a more explicit connection with the Council priority of climate
 - Responds to identified need to have metrics related to the natural environment

Appendix B is a table showing the proposed Community Indicators for each Focus Area.

Where we are going

Staff will spend the next month working with the SPAC and city subject matter experts to continue to refine the Focus Area metrics in preparation for a May 8th workshop.

Appendix A: City of Vancouver Focus Areas

Transportation and Mobility

Strategic Outcome - What are we trying to achieve?

Vancouver has a safe, future-ready and convenient transportation system that offers affordable and climate-friendly options for people to get where they need to be. All community members can walk, roll, bike, drive, and take transit to reach their destination. Vancouver considers the needs of different communities when designing transportation infrastructure and prioritizes equity. Vancouver's transportation network supports the local and regional economy and facilitates the movement of goods in addition to people.

Economic Opportunity

Strategic Outcome - What are we trying to achieve?

Vancouver is a place where a wide variety of businesses of all sizes, from young startups to established enterprises, grow, and thrive. A host of education and training opportunities bring prosperity to those who live here and provide a skilled workforce for companies.

Housing and Human Needs

What are we trying to achieve?

Vancouver meets basic needs and partners with organizations to support its communities. All communities have access to safe and affordable housing, healthcare, food, transportation, education, and dependable access to utilities.

Vibrant and Distinct 15-minute Neighborhoods

What are we trying to achieve?

Vancouver offers a variety of accessible places and spaces to interact and enjoy nature, art, culture, food, shopping, and community. Neighbors care for each other and show up in times of need.

Culture and Heritage

What are we trying to achieve?

Vancouver celebrates culture and heritage. Public events, museums, cultural centers, concerts, and exhibits offer opportunities for communities to learn about different cultures and experiences.

Safe and Prepared Community

What are we trying to achieve?

Vancouver feels like a safe place to live, work, learn, and play. All communities are free from violence and crime and understand what to do in times of crisis.

Climate and Natural Systems

What are we trying to achieve?

Vancouver values, restores, and cares for the natural environment upon which all living things depend. The health of our natural systems supports the health of all who live, work and play in our community.

High Performing Government

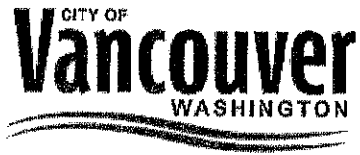
What are we trying to achieve?

Vancouver's government is reliable, fiscally responsible, equitable, and open to compromise. Decision-making processes are transparent. City leaders have integrity and work with the community to plan for the future.

Appendix B: Focus Area Community Indicators

This table provides a high-level look at draft long-term community indicators for each Focus Area.

Transportation & Mobility	High Performing Government	Economic Opportunity	Human & Housing Needs	Vibrant & Distinct 15-minute Neighborhoods	Culture & Heritage	Safe & Prepared Community	Climate & Environmental Health
Mode Split	Price of Government	Median Household Income	PIT Count of Individuals Experiencing Homelessness	Neighborhood Cohesion	Arts-related Businesses	Residents' Perception of Safety	Greenhouse Gas Emissions
Transportation User Experience	Resident Satisfaction with Municipal Services	Per Capita Income	Housing Affordability	Diversity of Businesses in Neighborhoods	Economic Impact of Arts & Culture	Residents' Perception of Community Preparedness for Disaster	Waste Diversion
Transportation Fatalities & Serious Injuries	Municipal Bond Rating	Business Diversity	Children In Poverty		Economic Impact of Historic Preservation		Tree Canopy
		Job Creation					Parkland Acreage per 1000 Residents
		Unemployment					
		Education Attainment					
		Pre-k Enrollment					
		Workforce Readiness Survey					



TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/10/2023

SUBJECT Strategic Plan

ATTACHMENTS:

- Presentation
- Staff Memo
- Appendix A - Focus Area Descriptions
- Appendix B - Focus Area Community Indicators



TO: Mayor and City Council

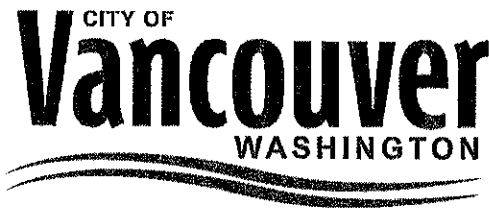
FROM: Eric Holmes, City Manager

DATE: 4/10/2023

SUBJECT Water Quality Update - PFAS

ATTACHMENTS:

- ▣ Memo
- ▣ Communications Plan



MEMORANDUM

DATE: April 4, 2023

TO: Eric Holmes, City Manager

FROM: Lon Pluckhahn, Deputy City Manager
Tyler Clary, Water Engineering Program Manager

RE: **PFAS Update**

CC: Tim Buck, Operations Manager
Brian E. Wilson, Operations Superintendent

Eric,

There have been recent developments regarding Per- and polyfluoroalkyl substances (PFAS), so we wanted to update you and by extension the City Council. This memo is intended to ensure you are aware of the results of recent PFAS compliance sampling and communications to our customers that will take place as a result of this sampling.

Samples of all active wellfields were taken the week of February 26th in order to meet state testing requirements for five different PFAS compounds. The results of those samples have been received and as expected based on past, proactive testing completed by the water utility, we are over the State Action Level (SAL) for perfluorooctanoic acid (PFOA) and perfluorooctane sulfonic acid (PFOS) at three of our nine wellfields. Note that two of our wellfields were not tested because they are down due to projects occurring at the sites. Based on past testing, it is not anticipated that those two sites will be over any SAL. All results **highlighted** below were over the SAL.

	PFOS	PFOA	PFBS	PFHxS	PFNA
WA SAL	15 ppt	10 ppt	345 ppt	65 ppt	9 ppt
Water Station 1	5.4	3.1	4.0	5.7	ND
Water Station 3	6.9	3.3	4.3	6.3	ND
Water Station 4	21	8.5	5.3	6.9	ND
Water Station 7	Offline	Offline	Offline	Offline	Offline
Water Station 8	15	6.9	6.1	3.7	ND

Water Station 9	14	6.7	5.2	3.7	ND
Water Station 14	22	15	8.1	5.5	ND
Water Station 15	20	7.0	7.0	6.4	ND
Ellsworth	Offline	Offline	Offline	Offline	Offline

As required by state rules, we will notify all of the water utility customers with a letter outlining the exceedance, what the city is doing to address the issue and potential health effects. This letter will be mailed the week of April 9th. It is possible that city staff and council members may receive questions after this letter is mailed.

In addition, on March 14 the EPA released proposed federal drinking water limits for PFOA and PFOS of 4 ppt. This is a proposed regulation that has a process to go through before final approval. This process will likely take a year to complete and the final drinking water limit may be different than what is proposed. Note that if this rule gets implemented as proposed, the Maximum Contaminant Level (MCL) for PFOA and PFOS in drinking water would be set lower than the current SAL and treatment systems would be required at eight of our nine wellfields.

Numerous other actions mentioned in previous updates are still underway. Water utility staff will update you as new information becomes available.

Staff continues to update our [PFAS webpage](#) to enable the public to find information about this important issue.

Water Production Station Locations

This map displays the locations of water production stations in Vancouver, BC, overlaid on a vulnerability assessment. The map is color-coded by vulnerability level, with red indicating the highest vulnerability and yellow indicating the lowest. The map also shows the locations of water production stations, water service utility boundaries, and the city of Vancouver limits. A legend in the top left corner provides the key for the map's symbology.

Equity Index Classification

- Highest Vulnerability (Red)
- High Vulnerability (Orange)
- Average Vulnerability (Yellow)
- Low Vulnerability (Light Yellow)
- Lowest Vulnerability (Pale Yellow)

Water Production Station Locations

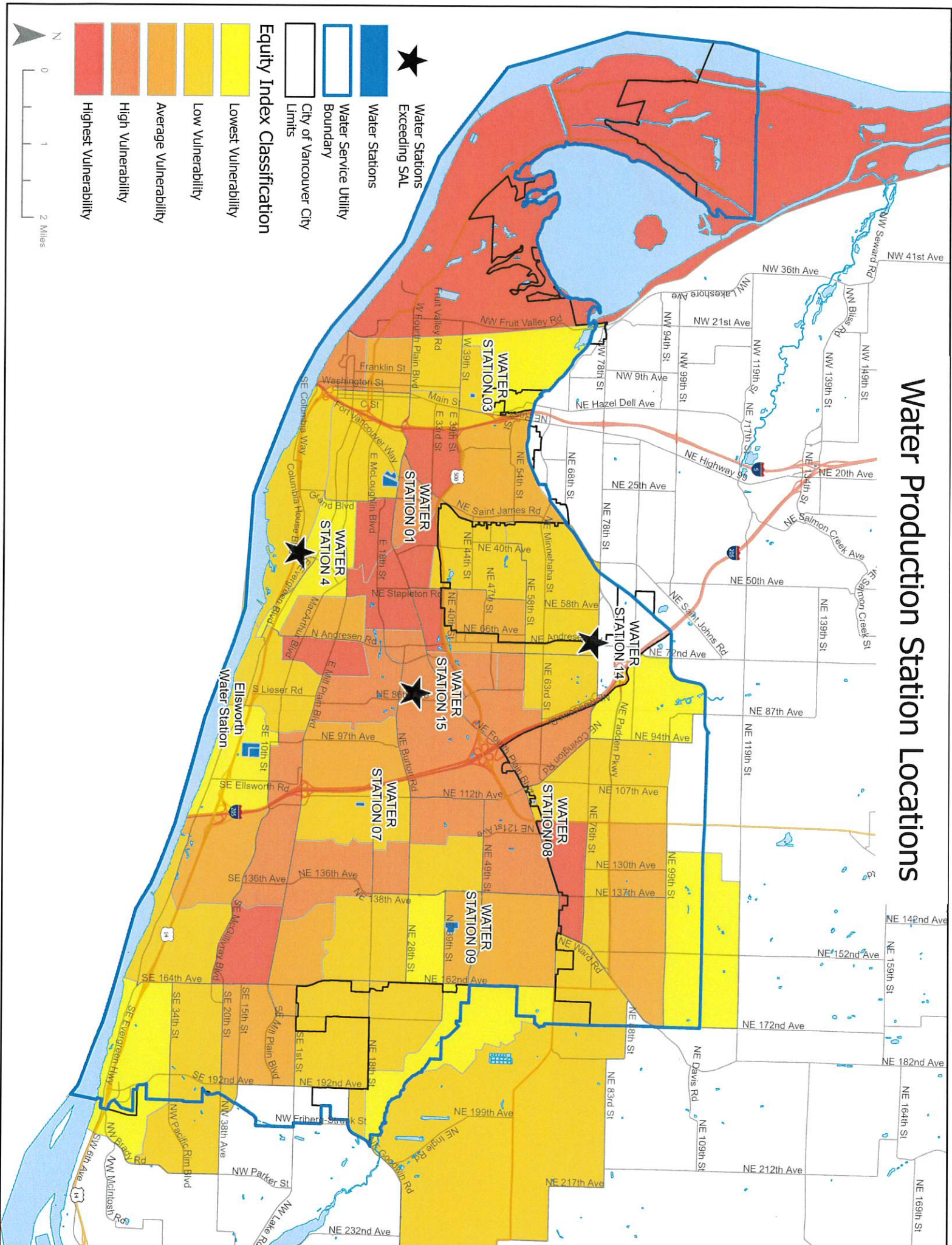
- Water Stations Exceeding SAL (Black Star)
- Water Stations (Blue Star)
- Water Service Utility (Blue Outline)
- City of Vancouver City Limits (Black Outline)

Water Production Stations

- WATER STATION 01
- WATER STATION 03
- WATER STATION 04
- WATER STATION 14
- WATER STATION 15
- WATER STATION 07
- WATER STATION 08
- WATER STATION 09

Map Labels

Map labels include street names (e.g., NW 36th Ave, NW 21st Ave, NW 9th Ave, NW 78th St, NW 70th St, NW 94th St, NW 99th St, NW 119th St, NW 139th St, NW 149th St, NW 159th St, NW 169th St, NW 179th St, NW 182nd Ave, NW 192nd Ave, NW 200th St, NW 210th St, NW 220th St, NW 230th St, NW 240th St, NW 250th St, NW 260th St, NW 270th St, NW 280th St, NW 290th St, NW 300th St, NW 310th St, NW 320th St, NW 330th St, NW 340th St, NW 350th St, NW 360th St, NW 370th St, NW 380th St, NW 390th St, NW 400th St, NW 410th St, NW 420th St, NW 430th St, NW 440th St, NW 450th St, NW 460th St, NW 470th St, NW 480th St, NW 490th St, NW 500th St, NW 510th St, NW 520th St, NW 530th St, NW 540th St, NW 550th St, NW 560th St, NW 570th St, NW 580th St, NW 590th St, NW 600th St, NW 610th St, NW 620th St, NW 630th St, NW 640th St, NW 650th St, NW 660th St, NW 670th St, NW 680th St, NW 690th St, NW 700th St, NW 710th St, NW 720th St, NW 730th St, NW 740th St, NW 750th St, NW 760th St, NW 770th St, NW 780th St, NW 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(4-10-23 Scan to Public Records - NOTE - MUST READ FOLLOWING documents

PUT ON PUBLIC RECORD for Vancouver City Council Meeting of April 3, 2023

This Council had CANCELLED a Regular Meeting in March with the reason there was no QUAROM !!! This was True, however, the PUBLIC MUST KNOW that You were actually on a week plus trip to JAPAN and DID NOT TELL THE CITIZENS – NO COMMUNICATION with The PEOPLE !!! Why ??? This trip cost HARD EARNED TAX DOLLAR\$ - the City Manager and many others went !\$!\$

THE LACK OF COMMUNICATION TO THE PUBLIC MUST STOP NOW !!!

Also Citizens ~ look at the difference in the yearly calendar. Calendar # 1 is a copy I took a month or so ago. Notice the difference in # 2 – the COMMUNITY FORUM has CHANGED !\$!\$ Why You ask ? Because this council are members of the ICLEI which is a UNITED NATIONS entity that WILL TAKE AMERICA down if the PEOPLE do not ASSEMBLE NOW !!! They are 15 year members of this entity of which is designed to have a ONE WORLD ORDER and to DEPOPULATE. Listen to past Vancouver City Council meetings and Clark County Council – Board of Health that CITIZENS have put on PUBLIC RECORD to tell You the PEOPLE THE TRUTH !!!

This council has effectively taken OUR FIRST AMENDMENT RIGHTS AWAY by simple policy changes. Now the CITIZENS can not SPEAK Their three minutes as the # 1 calendar shows; but now the COMMUNITY FORUM is NOT RECORDED and Our three minutes to say whatever WE want WILL NOT and DID NOT happen !!!

Example: The "State of The City" was supposed to be the first time WE THE PEOPLE could finally SPEAK at a COMMUNITY FORUM – but the mayor and her United Nations agenda's want to take American down to have the one world order. This particular meeting was out four weeks early with an RSVP – a few Citizens were there; but mostly the Friends of the mayor !!! THIS MUST STOP NOW !!!

WAKE UP VANCOUVER CITIZENS and ALL of CLARK COUNTY CITIZENS NOW !!!



CITY OF Vancouver WASHINGTON

Search

was Community Forum! Now "State of the City"

Calendar of Events

Calendar of Events

Submit a Community Event

March 2023

« Prev Next »

Wake up Vancouver &
ALL of Clark County

Type Department Boards and Committees

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27	28	1	2	3	4
5	6	7	8	9	10	11
City Council Meeting 6:30pm						
12	13	14	15	16	17	18
City Council Meeting 6:30pm						
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City Council Meeting 6:30pm						
26	27	28	29	30	31	1
City Council Community Forum 6:30pm						

(2-4)

Add to Outlook (iCal)

Add to Google Calendar

No 1st Amendment
Rights!!!

Vancouver City Council

2023 Meeting Calendar



#1

January

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3-4

Regular Meeting

Consent Agenda Meeting & Community Forum

Holiday/5th Monday—No Meeting (see details on back)

Workshops 4 – 6 p.m., unless otherwise noted on agenda. All meetings begin at 6:30 p.m.

Vancouver City Council

2023 Meeting Calendar



#2

January

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Regular Meeting



Community Forum



Holiday/5th Monday—No Meeting (see details on back)

Workshops 4 – 6 p.m., unless otherwise noted on agenda. All meetings begin at 6:30 p.m.



The 'State' of the City was A
RSVP and was FULL 4 wks out!

I was able to attend by The Grace of God as

Pandemic response highlights 'unusual' Vancouver State of the City address

many RSVP did
not show! The PUBLIC was NOT represented and

Pandemic response highlights 'unusual' Vancouver State of the City address



the "table" talk
was recorded by
AI / Artificial
intelligent recording

This IS AN
example of a
mayor and city
manager Holmes
who is UN-ELECTED

Rather than a live speech, Mayor Anne McEnerny-Ogle and the city released a produced video version

VANCOUVER — Sitting in front of a camera, reading from a prompter, Vancouver Mayor Anne McEnerny-Ogle reflected on a "most unusual year," during her State of the City Address for 2021.

It came a year after the pandemic was first fully unfolding. A plan to initially have McEnerny-Ogle address an empty room at City Hall was canceled at the last minute.

following Marxist
Government and
KEEPS THE
CITIZENS
OUT by quashing
Our First
Amendment
Rights!



Vancouver Mayor Anne McEnerny-Ogle delivers her State of the City address recapping 2020. Photo courtesy City of Vancouver

This year, the address marked a possible further shift in the way such things are done, with a professionally produced video featuring footage illustrating the mayor's points, interview segments, and a wider audience through Clark-Vancouver Television and the city's social media channels, including YouTube and Facebook.

"In an environment of uncertainty, the city remains strong," the mayor said. "We are resilient and moving forward toward reopening."

ASSEMBLE
in Person
Now -

The bulk of the 30-minute speech focused on the city's efforts to address the pandemic, including adjusting to allow many city employees to work from home, taking measures to protect those who had to go to work, and even temporarily furloughing many non-essential staff for a time.

Parks and Recreation employees were chief among them, as the city shut down parks and closed community centers at the height of the pandemic. Many of them returned earlier this year when the city and Clark County Public Health opened the Tower Mall no barrier testing site, which has since expanded to include a community vaccination clinic four days a week.

"We had to reimagine operations as we focus on adapting and evolving with a priority on continuing to serve our residents, while protecting the health of our employees and the community," said McEnery-Ogle.

Outside of city operations, there was a pivot to helping businesses impacted by the pandemic remain afloat through closures and a loss of business. The city waived its business license surcharge for 2020, and helped to distribute over \$1 million in grants to small businesses along with Clark County, "with a focus on women and minority-owned ventures," added the mayor.

The city also launched the Street Eats initiative last Summer in partnership with the Vancouver Downtown Association, which allowed restaurants to expand seating outdoors while indoor dining was prohibited or greatly restricted. That pilot program has now been extended another three years, "to provide restaurants further opportunity to get back on their feet and attract business, and to provide residents the safety of outdoor dining."

2021 State of the City



Development recovering rapidly

McEnery-Ogle noted that commercial permits dropped by 30 percent in 2020 as the pandemic slowed the growth of new businesses, but permit applications for new single family homes rose 70 percent, and 5,500 multifamily residential permits issued last year nearly equaled 2019.

"At the beginning of the pandemic development activity initially dropped significantly," said the mayor. "But as restrictions were eased, activity resumed fairly quickly and is now back to pre pandemic levels."

The city is also well underway on several significant development projects, including a six-story multi-use building on Block 10 downtown, which was sold by the city last year.

On the east side of the city, a 179-acre mixed use development is set to begin on the former HP campus which will be known as the Vancouver Innovation Center, and a 100-acre redevelopment on the former Fisher's Quarry will bring a mix of commercial, office, light industrial, and residential uses to the area.

The Vancouver City Council recently opened a new clinic at the Columbia-Palisades development on the former rock quarry at 192nd Ave and SR-14, which is also slated to see 600,000 square feet of commercial space. A multifamily condominium is also under development at the site.

The city council also approved final development plans for The Heights District last August, including the Tower Mall site, which is expected to eventually bring a major redevelopment to around 200 acres in the central part of the city. Over the next 20 years the city expects to see a mix of housing, employment, retail, and parks come to that area.

Also this past year, the city finalized plans for a new affordable housing development along Fourth Plain known as the Fourth Plains Commons, which will include a community center and food entrepreneur incubator on the ground level.

"This partnership with the Vancouver Housing Authority, and Fourth Plain Forward will be a tremendous asset and catalyst for the Fourth Plain area.," McEnerny-Ogle said.

Progress also continues at a rapid pace for the downtown Waterfront area, including two new hotels, condominiums, apartments, restaurants and wineries. Vancouver is also working to finalize a developer agreement with Kirkland Properties for a mixed-use development on waterfront property east of the Interstate Bridge.

Equity under the microscope

Outside of the pandemic, 2020 may be most noted for its focus on racial injustice.

In the wake of the in-custody death of George Floyd at the hands of police in Minneapolis, Minnesota, which is now the subject of an ongoing murder trial, protests and riots broke out across the United States.

Following that outcry, and several officer-involved shooting incidents in Clark County involving black men, Vancouver City Council moved to put racial injustice and equity front and center.

That included a policy statement from city council members pledging a commitment to acknowledging systemic racism, and a focus on equity and inclusion. The city also held a series of listening sessions to hear from members of the community about their own experiences with racism.

"These opportunities helped inform our next steps as we move forward to address the systemic inequities in our community," said McEnerny-Ogle.

A focus on policing reforms had already begun following a series of officer-involved shootings in 2019, resulting in a list of 84 recommendations from the Police Executive Review Forum (PERF). McEnerny-Ogle said the top 10 recommendations have already been implemented, including the creation of a community task force on policing and the addition of more full-time mental health professionals to assist officers with crisis calls in the field.

The city is also working to implement a police camera program which would include body worn cameras, as well as video recording inside patrol cars and on the dashboard.

City Attorney Jonathan Young has also begun a review of how certain laws might impact minorities disproportionately. That resulted in a diversion program for people charged with Driving While Suspended in the 3rd Degree.

The city also recently announced the hiring of a new Diversity, Equity and Inclusion (DEI) Director, who will arrive in April.

Homelessness less of a focus

In her speech, McEnerny-Ogle touched on homelessness, but signaled the city's view that tackling the crisis will increasingly be handled at the county level, though with Vancouver as a close ally.

By participating with the county in a Joint Executive Group on Homelessness, the city is

Pandemic response highlights 'unusual' Vancouver State of the City <https://www.clarkcountytoday.com/news/pandemic-response-highlig...>
Please be a significant supporting partner in finding solutions to this critical issue," said the mayor.

That included a \$2.5 million investment towards a new non-congregate shelter at the former Howard Johnson hotel site near Vancouver Mall, which will be run by Catholic Charities of Western Washington.

The shift was accentuated recently after the city announced it was entering negotiations with Fort Vancouver Regional Library to sell a building on Grand Boulevard which previously housed a day shelter and was viewed as a potential one-stop-shop for homeless services in central Vancouver.

The full 2020 City Report is available online [at this link](https://www.vancouverannualreport.org/property-taxes)
(<https://www.vancouverannualreport.org/property-taxes>).

City Council sets priorities

Also announced on Monday was a framework of priorities for Vancouver City Council the remainder of this year and through 2022.

Those included revisiting the Stronger Vancouver initiative, which was put on a shelf early in the pandemic due to concerns over funding. It included potential funding options for new parks, increased fire and police services, and investment in transportation infrastructure.

Several elements of Stronger Vancouver were carried forward through 2020, including the completion of the new DuBois Park, and upgrades at several others, in addition to an expansion of Water Station 1, which included a four million gallon holding tank.

The city also replaced thousands of street lights with more energy efficient LED lights, saving \$500,000 that will be used to pay for their installation and pay for more energy upgrades.

McEnery-Ogle said policing reforms, transportation, housing and homelessness, the Heights District plan implementation, and supporting efforts to replace the aging Interstate Bridge will all be among the upcoming council's top priorities.

"The values and priorities that the council shaped together is our roadmap for decision making over the next biennium," said McEnery-Ogle. "Our commitment to lead with courage and ensure that the values of inclusivity and resiliency guide our actions underscores our focus to grow a strong vibrant community for all."

The guiding values were agreed upon during a recent Council retreat, and will also focus on climate action and community safety.

The full report can be found [here](http://www.cityofvancouver.us/sites/default/files/fileattachments/city_council/page/50841/2021citycouncilretreatsummaryreport.pdf) (http://www.cityofvancouver.us/sites/default/files/fileattachments/city_council/page/50841/2021citycouncilretreatsummaryreport.pdf).



(<https://www.gaynors.com/shuttle-service>)

(<https://ad.broadstreetads.com/click/434074>)

Future of BiZi Farms threatened by water rights issue

Zimmerman family has been farming in Clark County since the 1800s

This is a story more than 100 years in the making and a story that also just got started over the weekend.

A post on social media on Saturday noted that BiZi Farms was in a bind over a water rights issue, an issue that could impact BiZi's ability to farm in the future. The Zimmerman family has been farming in Clark County since the 1800s.



Bill Zimmerman, outside the farm store at BiZi Farms, is concerned about the future of the store and his farm after the state's Department of Ecology denied the farm water rights. The family has been using a well that was built more than 100 years ago.

Photo by Paul Valencia

"I love that we can be here for the community. Kids can come to the pumpkin patch. Families can buy fresh local products," said Bill Zimmerman, co-owner of the family-run business. "It pleases me to no end when people pour in here to buy strawberries. We're doing the best we can to take care of their needs."

All of that is threatened now over a water rights issue.

The family installed a well on the property around 1900, before Washington water code debuted in 1917, and long before today's water laws were written. Through the years, the family has made improvements to that well, Zimmerman said.

Bill Zimmerman said that he thought his father applied for water rights in the 1970s. Turns out, it was for water certification. Bill Zimmerman said he is not even sure of the difference but as soon as he realized the farm did not have water rights, back in 2008 or 2009, BiZi Farms applied.

It took 12 years, but the farm got word in November of 2020: The state of Washington's Department of Ecology denied the application.

In a letter that was posted on social media, BiZi Farms noted, among a list of reasons, the DOE said that water must be reserved for its "highest and best uses," and the DOE determined that the best uses are for development and developers.

Support ALL LOCAL
Farms!

Clark County
has Stopped
Water
Rights to
Our Local
Farm.

Do
Something
People.

This case is in
Olympia and
WE must
Help Our
Local Farms

Zimmerman used the words "bewildering" and "perplexing" while describing the ruling.



The BIZI Farms truck welcomes guests to the farm's store at 9504 NE 119th Street. The Zimmerman family has been farming the land since the 1870s. Photo by Paul Valencia

During the interview Monday afternoon at the farm, located at 9504 NE 119th Street in Vancouver, a family that was there to buy fresh food took a moment to visit with the livestock.

"Here's a family enjoying the animals," Zimmerman said, pointing to a mom and her children. "That's not good use?"

Throughout the interview, dozens of customers arrived at the farm store. There have been few slow periods this summer, Zimmerman said. Since COVID, he said more and more people are realizing just where their food comes from, and they are placing a higher value on locally produced food.

Zimmerman questions the decision by the DOE.

"Does the community not mean anything to you folks? Thousands of people come through here looking for fresh fruit, fresh vegetables. Does that mean anything to the DOE?"

With the denial of water rights, Zimmerman answered his own question.

"They said, 'We really don't care.' That, to me, is tragic."

Zimmerman said he understands that the well needs a permit. The state asked for a test. The Zimmermans, working with a groundwater consulting firm, were told the test would be too costly and nearly impossible to conduct. The Zimmermans said the water table is unaffected by the farm's well.

Calls to the Department of Ecology on Monday and Tuesday were unreturned prior to the posting of this story.

In March, Zimmerman said the farm received a notice from the enforcement division of the DOE, reminding the farm of the denial of water rights. BIZI Farms, Zimmerman said, is still irrigating its 105 acres, using the well, as the farm goes through the appeals process.

So what happens if the farm cannot use the well or cannot find an affordable solution to find water from other sources? Zimmerman said the crop of strawberries would be cut 40 to 50 percent. Blackberries would be cut 65 percent.

"If we shut the water down ... all the corn, cucumbers, the beans, the tomatoes, all of that will go away," he added.

3

If that happens, decisions will have to be made.

Firefox For now, the farm is preparing for the family's 150th year in Clark County. <https://www.clarkcountytoday.com/news/future-of-bizi-farms-threat...> Zimmerman, with a laugh, insists that he has not been farming for 150 years. His family has.

Seriously, though, he is concerned about the future.

"We are working that out, trying to see if it would be worthwhile to even do it, to keep the farm store open," Zimmerman said. "We don't know."

Zimmerman insists the farm is not asking for free water. He knows there will be costs associated with water rights. But he believes there has to be a way for the Department of Ecology to work with a farm that has nearly 150 years of history.

He hopes the community will have his back, too. He said he would appreciate it if his customers could reach out to the DOE and ask the agency to come up with a viable solution.

The farm posted a link to a Google document with its point of view in this dispute, as well as

ways to help: <https://docs.google.com/document>

[/d/16g_runYnINydfeAej6Bknchh2aJTGPomgnOWhwTTPe/edit](https://docs.google.com/document/d/16g_runYnINydfeAej6Bknchh2aJTGPomgnOWhwTTPe/edit) ([https://docs.google.com](https://docs.google.com/document/d/16g_runYnINydfeAej6Bknchh2aJTGPomgnOWhwTTPe/edit)

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Area residents turn out for Town Hall meeting



Clark County Councilor Michelle Belkott (left) and Clark County Sheriff John Horch addressed issues at a Town Hall event Thursday evening in Vancouver. Photo courtesy Leah Anaya

District 2 Councilor Michelle Belkott and Clark County Sheriff John Horch address issues facing Clark County residents

Leah Anaya

For Clark County Today

Clark County District 2 Councilor Michelle Belkott hosted her first Town Hall meeting Thursday since being elected to the County Council. Belkott was joined by newly elected Clark County Sheriff John Horch. In fact, this event marked the first town hall by a District 2 County Councilor in recent years, if ever.

The event was well attended with many questions from the audience, mainly pertaining to the crime rate in the county, which has remained high since reaching unprecedented levels during the COVID-19 pandemic.

Belkott started off by thanking the community members who have written emails or called her to let her know the issues in the district.

"You don't know what you don't know," she said, "and I can't help with a problem if I don't know about it."

The first issue Belkott raised was regarding the tolling that's being considered for both bridges.

WE THE PEOPLE want
more monthly
Town Hall
meetings!

Mayor Thornton
has cancelled
3 Town Halls!

These tactics

MUST STOP NOW

as they are designed
to weaken America
and is stopping

PUBLIC ASSEMBLY
at ALL city council
meetings and also
the Clark County
Council-Both and all
Local Government
agencies here in C.C.

ARE Governing with

UN-ELECTED city & County MANAGERS

That DO NOT FOLLOW OUR CONSTITUTION!

Firefox into Oregon. She recommended that citizens go to the <https://www.clarkcountytoday.com/news/area-residents-turn-out-for...> Oregon Department of Transportation website (<https://www.oregon.gov/ODOT/tolling/Pages/default.aspx>) to give their opinion via a survey on the proposed tolls, which she said was going to be four spots along Interstate 5 and five spots along Interstate 205.

"Your opinions really do matter, they really do listen," Belkot said. "We need people to speak up against these tolls." Citizens have until April 21, 2023 to submit their comments before the decision on whether to allow tolling is made.

The influx of homeless people on the streets was brought up multiple times. Belkot said that she is involved with the Ending Community Homeless Organization (ECHO) for the county, which is tasked with finding solutions for the issues and bringing resources to those in need. She has been informed of the increase of partnerships between Washington Department of Transportation and the Clark County Sheriff's Office (CCSO) for things like homeless camp sweeps and getting resources to homeless people. Belkot has met with many organizations who exist to assist the homeless, who have told her that a big problem with bringing them help is that they don't actually want it. "They don't want to go to a shelter because there are rules there, and they would have to give up things like drugs in order to stay there," Belkot said.

Further, the county used federal funding from the COVID era to increase spending on the homeless problem. The spending jumped from the original \$10 million up to \$14 million. For that increase, the county saw an additional 100 beds in homeless shelters. "That's a 40 percent increase! For 100 beds?" an audience member said. "That's ridiculous!"

On that topic, Horch said that he is pleased with the partnerships to clean up dangerous and unsanitary homeless camps. Drugs are certainly not helping the homeless situation, Horch said, and neither is the previous years' legislation regarding drugs. "The Blake decision hurt us a lot by legalizing drugs and taking away the ability for law enforcement to put some of these criminals in jail. I do not believe legalizing drugs is the answer to helping with addiction."

Horch pointed out that the issue with drugs starts at the US/Mexico border, where law enforcement is "not allowed to do enough to stop the problem where it starts." Because of that, the drugs are able to make their way up through the states into Washington, where we are seeing a huge rise of fentanyl and overdoses on the same.

"We have to stop the flow of mass amounts of drugs into our country," Horch said. "We have to do things the right way or we will be heading down a very dangerous path."

Staffing at CCSO is getting back to steady levels, Horch indicated. "I walk through the halls and see groups of recruits waiting to go to the academy. We are getting there," he said. To that end, he also said that he has changed the policy of the previous sheriff, Chuck Atkins, for deputies to not respond to certain crimes due to staffing levels. Atkins had issued a letter to the community in March 2022 indicating that deputies would not respond to many property crimes, and instead victims would have to report the crimes online or over the phone.

"That's not happening," Horch said when asked if he was still implementing the Atkins-era policy. "An email was sent to deputies several weeks ago. If there's nothing else going on, no priority calls, they will respond to all those calls. If there are too many other calls going on, they will at least contact the reporting person on the phone and let them know why they can't come or figure out a time where they are able to meet."

Clark County resident Anna Miller asks a question at Thursday's Town Hall event. Photo courtesy Leah Anaya

On staffing in the county in general, Belkot said that a compensation study is currently taking place involving seven counties to attempt to increase employee retention. The county employees were granted a slight bump in salary by the previous council (which would have been in 2022) but apparently there is still an issue with retaining staff and allowing for in-person services. The results of the study are due out within a week. An attendee brought up frustration with a lack of in-person services still so long after closing from the pandemic, especially in the permitting department. Belkot discussed her concerns regarding the high costs of permits plus the months it takes for approval, which is apparently driving builders out of the county. She plans to stay on top of that issue to bring improvement as soon as possible.

The police pursuit bill that's in the legislature this session was also discussed, with Horch encouraging everyone to contact legislators and ask them to pass it. "It's not a total fix for what they messed up with pursuits during the big push for police reform, but it's a large step in the right direction." Horch was referring to House Bill 1054 passed in 2021 that increased the requirement for police to pursue a criminal in a fleeing car from reasonable suspicion to probable cause, which limited their ability greatly. Current Senate Bill 5352 (which passed the Senate and now sits in committee in the House) would bring that threshold back down to reasonable suspicion for many crimes.

"This bill gives us a lot more leeway," he said. "This is about public safety, it shouldn't be bipartisan." To that, Belkot added that "every county councilor in every county in the state supports the pursuit bill."

One member of the audience⁴ asked about the many abandoned RV's that can be found around the county. Belkot indicated that there had originally been a contract with a company that would tow them away, but that contract expired. She said a budget for a new contract had recently been approved so residents should see them start to be towed away again. "The other issue," she said, "is that it's a two-step process. Many of them are biohazards so there

Horch praised Belkot for staying on top of that issue, saying that he has received several emails from her on the topic to make sure they were able to get the issue handled in a timely manner. "I've been incredibly impressed with Councilwoman Belkot's drive to get things accomplished," Horch said.

"Well," Belkot responded, "we really do care. I don't think there's an elected council member right now who doesn't really and truly care about the issues affecting the communities. Remember, we are all your neighbors. Your problems are likely ours too."

Belkot also said she wants to continue to work with schools in the area, who are insufficient in safety, she said. A group of parents found that 33 percent of doors at Columbia River High School do not lock. The school knows about it, but nothing has been done to fix it. Similarly, at Thomas Jefferson, there are so many interior door locking issues that teachers were given zip ties to open their door and apply in the instance of an active shooter. "That's not acceptable," Belkot said.

School safety is a priority for CCSO as well, according to Horch. He said they are "committed to getting [school resource officers] back into schools." He added, "of course their primary duty at the school isn't for active shooters, it's to build a relationship with the kids. But it sure helps to deter crime and to have someone there if, God forbid, an active shooter incident should take place."

Parents need to talk to their children about that topic as well, Horch said. "People don't want to talk about it, it's not a fun subject. But it's incredibly important that parents are telling their kids that they don't need to just sit there and wait to get shot. They need to run. They need to be prepared and know how to act."

Finally, Horch said that regional academies are coming to the state, and more specifically to the city of Vancouver.

"This will help with staffing immensely," he said. "Right now, even if we have hired candidates, they sit around getting paid for what training we can offer them for months in some cases until they can secure a slot in the academy. Regional academies will change that and we will be able to get deputies on the streets quicker."

Horch also said that body cameras will be introduced to CCSO sometime in the fall.

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[CCSO begins 30-day field test of Axon body-worn and vehicle-mounted cameras](https://www.clarkcountytoday.com/uncategorized/ccso-begins-30-day-field-test-of-axon-body-worn-and-vehicle-mounted-cameras/)

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The Clark County Sheriff's Office has started a 30-day field test of Axon body-worn and vehicle-mounted cameras.

[\(https://www.clarkcountytoday.com/youth/washougal-school-district-hosts-aasa-for-student-led-tours-student-voice-panel-and-workshops/\)](https://www.clarkcountytoday.com/youth/washougal-school-district-hosts-aasa-for-student-led-tours-student-voice-panel-and-workshops/)

[Washougal School District hosts AASA for student-led tours, student voice panel, and workshops \(https://www.clarkcountytoday.com/youth/washougal-school-district-hosts-aasa-for-student-led-tours-student-voice-panel-and-workshops/\)](https://www.clarkcountytoday.com/youth/washougal-school-district-hosts-aasa-for-student-led-tours-student-voice-panel-and-workshops/)

Washougal School District and AASA, The School Superintendents Association co-hosted a cohort of public education leaders from across the nation this week in Washougal, Washington.

[\(https://www.clarkcountytoday.com/news/area-residents-can-learn-about-property-tax-exemptions-at-april-14-event/\)](https://www.clarkcountytoday.com/news/area-residents-can-learn-about-property-tax-exemptions-at-april-14-event/)

Firefox Area residents can learn about property tax exemptions at April 14 event [https://www.clarkcountytoday.com/news/area-residents-turn-out-for...](https://www.clarkcountytoday.com/news/area-residents-turn-out-for-...)
(<https://www.clarkcountytoday.com/news/area-residents-can-learn-about-property-tax-exemptions-at-april-14-event/>)

The Clark County Assessor's office property tax exemption specialists will be available to answer questions and enroll property owners in the county's property tax relief program at an upcoming public event.

(<https://www.clarkcountytoday.com/opinion/opinion-washington-legislators-propose-increasing-real-estate-taxes-amidst-a-housing-crisis/>)
Opinion: Washington legislators propose increasing real estate taxes amidst a housing crisis
(<https://www.clarkcountytoday.com/opinion/opinion-washington-legislators-propose-increasing-real-estate-taxes-amidst-a-housing-crisis/>)

Washington ranked 50th in the nation in housing units per family at the beginning of the year.

(<https://www.clarkcountytoday.com/news/hit-and-run-driver-flees-scene-on-foot-with-9-year-old-child/>)
Hit-and-run driver flees scene on foot with 9-year-old child (<https://www.clarkcountytoday.com/news/hit-and-run-driver-flees-scene-on-foot-with-9-year-old-child/>)

The Clark County Sheriff's Office is seeking assistance from the public to locate a suspect in a hit-and-run collision involving a 9-year-old child.

(<https://www.clarkcountytoday.com/news/vancouver-police-make-arrest-in-double-homicide-investigation/>)
Vancouver Police make arrest in double homicide investigation
(<https://www.clarkcountytoday.com/news/vancouver-police-make-arrest-in-double-homicide-investigation/>)

The Vancouver Police Department arrested Kirkland C. Warren Friday and charged him with two counts of Murder I in the investigation of the deaths of 27-year-old Meshay Melendez and her 7-year-old daughter Layla Stewart.

(<https://www.clarkcountytoday.com/news/area-residents-turn-out-for-town-hall-meeting/>)
Area residents turn out for Town Hall meeting (<https://www.clarkcountytoday.com/news/area-residents-turn-out-for-town-hall-meeting/>)

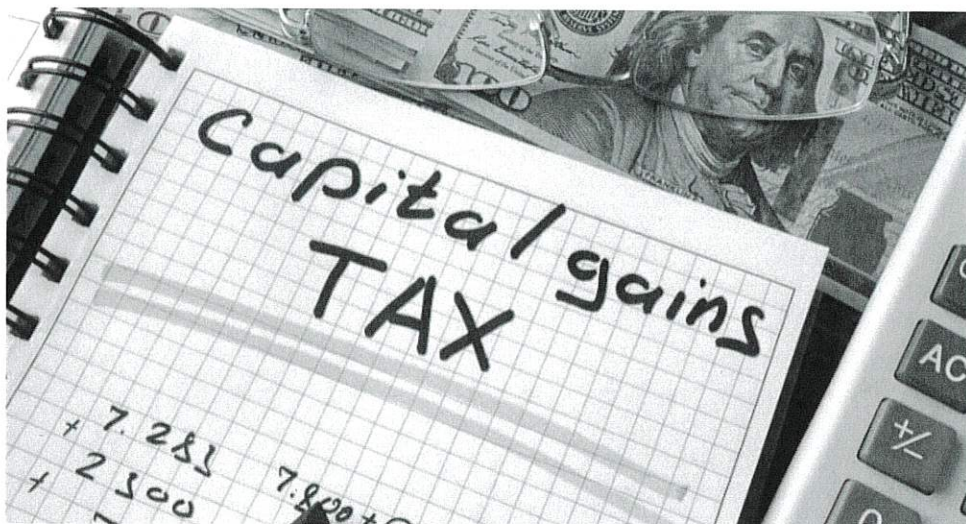
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WAKE UP and
STAND
UP
Now

Opinion: The truly worrisome result of the Supreme Court's decision



File photo

The paradigm has shifted from the Court protecting Washington citizens from over-taxation to the Court characterizing state action in such a way as to find taxation permissive under the Constitution

Austin Hatcher

Silent Majority Foundation (<https://silentmajorityfoundation.org/>)

The Washington Supreme Court decision in *Quinn v. State of Washington* declaring that a capital gains tax does not violate the Washington Constitution is another affront to our rights. The Court's basis for overturning nearly 100 years of law: "[t]he capital gains tax is appropriately characterized as an excise because it is levied on the sale or exchange of capital assets, not on capital assets or gains themselves." The Court also held that "the capital gains tax is consistent with our state constitution's privileges and immunities clause and the federal dormant commerce clause."

In reviewing the history of taxation, the Court held that "In 1891, 95 percent of state and local tax revenues came from property taxes. During this early period, Washington's economy was driven by farming, logging, mining, fishing, and like industries, a reflection of the state's abundance of land and natural resources. Property taxes proved a fairly equitable and effective way to fund the government because 'in those days the value of tangible property was great and the cost of government little.'" These resources remain abundant throughout the State; obviously, several of our Supreme Court justices have forgotten that fact.



Spitzer, A Washington State Income Tax – Again? 16 Seattle U. L. Rev. 515, 522 (1993). Tax reformers sought to liberalize constitutional constraints on taxation and to introduce an income tax. Id. at 522-24. By the end of the 1930s, the voters, legislature, and judiciary had carved the basic state tax structure that remains today. See Spitzer, supra, at 538.

Aside from departing from the historical wisdom of Washington judges, and its People who have consistently rejected such tax measures, the purpose of the bill is an affront to Washingtonians as the first \$500 million collected from the tax each year will be deposited into the education legacy trust account, which supports K-12 education, expands access to higher education, and provides funding for early learning and child care programs. See e.g., Income Tax Ballot Measures (11 separate initiatives, all defeated except the first, brought in 1932 which the Washington Supreme Court invalidated in *Culliton v. Chase*, 174 Wash. 363, 289 P.2d 81 (1933)) available at:

Culliton v. Chase

Annual revenue beyond \$500 million will be deposited into the common school construction account, which funds the construction of facilities for common schools, although it is not specifically earmarked.

At a time when school choice is an important issue, We, The People, should be questioning what is happening with the taxes that are paying for those education services now. Why not a reduction in taxes paying for education? We should be asking why the government isn't contracting and why has it grown. What's the basis for a need for so much of the people's resources? At a time when more students than ever are being homeschooled and performance metrics are falling for public school students, why is the cost of government growing? Where is it going?

However the new tax is characterized and whatever it is intended to benefit, the latest of new taxes on the People is just another way working families are taxed to death by the Washington legislature.

The truly worrisome result of the Supreme Court's decision is that the paradigm has shifted from the Court protecting Washington citizens from over-taxation to the Court characterizing state action in such a way as to find taxation permissive under the Constitution.

The Silent Majority Foundation's vision is "here to protect our God given constitutional rights. Our goal is to ensure Equal Protection under the laws of the United States of America and each State. We aim to restore the voices of you, the Silent Majority."

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Opinion: Washington legislators propose increasing real estate taxes amidst a housing crisis
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Washington ranked 50th in the nation in housing units per family at the beginning of the year.

[\(https://www.clarkcountytoday.com/opinion/opinion-despite-record-revenues-and-being-the-only-state-in-the-nation-not-giving-broad-tax-relief-washington-house-democrats-are-considering-increasing-taxes/\)](https://www.clarkcountytoday.com/opinion/opinion-despite-record-revenues-and-being-the-only-state-in-the-nation-not-giving-broad-tax-relief-washington-house-democrats-are-considering-increasing-taxes/)

Opinion: Despite record revenues and being the only state in the nation not giving broad tax relief, Washington House Democrats are considering increasing taxes

[\(https://www.clarkcountytoday.com/opinion/opinion-despite-record-revenues-and-being-the-only-state-in-the-nation-not-giving-broad-tax-relief-washington-house-democrats-are-considering-increasing-taxes/\)](https://www.clarkcountytoday.com/opinion/opinion-despite-record-revenues-and-being-the-only-state-in-the-nation-not-giving-broad-tax-relief-washington-house-democrats-are-considering-increasing-taxes/)

Mark Harmsworth of the Washington Policy Center believes House Bill 1628 will not solve housing affordability in either the ownership, rental or commercial real estate markets.

[\(https://www.clarkcountytoday.com/opinion/opinion-the-state-legislature-may-soon-significantly-reduce-classroom-instruction-time-for-students/\)](https://www.clarkcountytoday.com/opinion/opinion-the-state-legislature-may-soon-significantly-reduce-classroom-instruction-time-for-students/)

Opinion: The state legislature may soon significantly reduce classroom instruction time for students [\(https://www.clarkcountytoday.com/opinion/opinion-the-state-legislature-may-soon-significantly-reduce-classroom-instruction-time-for-students/\)](https://www.clarkcountytoday.com/opinion/opinion-the-state-legislature-may-soon-significantly-reduce-classroom-instruction-time-for-students/)

Liv Finne of the Washington Policy Center states the legislation may be great for the teacher's union, but it will deprive many of Washington's school children of the quality public education they've been promised.

[\(https://www.clarkcountytoday.com/opinion/poll-are-you-in-favor-of-current-legislation-that-would-allow-homeless-youth-shelters-to-avoid-notifying-parents-of-runaway-children/\)](https://www.clarkcountytoday.com/opinion/poll-are-you-in-favor-of-current-legislation-that-would-allow-homeless-youth-shelters-to-avoid-notifying-parents-of-runaway-children/)

POLL: Are you in favor of current legislation that would allow homeless youth shelters to avoid notifying parents of runaway children? [\(https://www.clarkcountytoday.com/opinion/poll-are-you-in-favor-of-current-legislation-that-would-allow-homeless-youth-shelters-to-avoid-notifying-parents-of-runaway-children/\)](https://www.clarkcountytoday.com/opinion/poll-are-you-in-favor-of-current-legislation-that-would-allow-homeless-youth-shelters-to-avoid-notifying-parents-of-runaway-children/)

Are you in favor of current legislation that would allow homeless youth shelters to avoid notifying parents of runaway children?

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Opinion: The truly worrisome result of the Supreme Court's decision

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The Washington Supreme Court decision in Quinn v. State of Washington declaring that a capital gains tax does not violate the Washington Constitution is another affront to our rights.

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Judges told Twitter was enforcing 'Biden administration policy' in censoring COVID data

The main stream Media Did Not report bidens sons' criminal activity /LapTop until after the corrupt ELECTIONS of 2020 which complied to the agenda 21-2030 to weaken America by opening OUR Borders and has a continual illegal administration that hates America and The Godly Citizens that Serve God Family and Country. This is a plannedemic to have a One world government and to Depopulate! #!#

JBS.org

Speech limits under instructions from the government violates 1st Amendment

Bob Unruh

WND News Center (<https://www.wnd.com/2023/03/judges-told-twitter-enforcing-biden-administration-policy-censoring-covid-data/>)

Judges on the 9th U.S. Circuit Court of Appeals are being told that Twitter – back in the day before it was turned over to new owner Elon Musk – actually was “enforcing the Biden administration’s policy” when it censored information about COVID-19.

It would be legal for Twitter, a private company, to decide what it does and does not allow on its platform.

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Firefox But when it acts to enforce a government mandate in concert with the government, it becomes subject to the First Amendment's requirements. <https://www.clarkcountytoday.com/news/judges-told-twitter-was-enf...>

Officials with the American Freedom Law Center (<https://www.americanfreedomlawcenter.org/press-release/full-court-petition-filed-in-lawsuit-challenging-biden-twitter-conspiracy-to-censor-speech/>) say they have petitioned for rehearing of their case before the 9th Circuit panel, as well as the full court.

The federal civil rights action, a class action case, is against Twitter and Joe Biden.

It charges "Twitter censored speech critical of the administration's COVID-19 vaccination policy on behalf of the Biden administration in violation of the First Amendment to the U.S. Constitution."

It was Dr. Colleen Huber who posted a statement from a well-known Israeli newspaper reporting on findings of mortality rates relating to the COVID-19 vaccinations used in Israel.

Twitter responded by suspending Huber permanently.

It accused Huber, a well-respected and licensed naturopathic medical doctor in Arizona, of violating Twitter's "policy."

But, said the AFLC, "Twitter was in reality enforcing the Biden administration's policy to silence anyone critical of COVID-19 vaccinations. Given the recent publication of the Twitter files outlining the White House-Twitter cozy censorship 'partnership,' the fact of an illegal conspiracy between the Biden administration and Twitter for Twitter to censor speech critical of the COVID vaccine policies on behalf of the government should surprise no one."

The legal team said it was no surprise that a district court in California, "in Twitter's backyard," ignored compelling evidence of a conspiracy between Biden and Twitter, and ruled against the doctor.

On appeal, a panel made up of two judges appointed by the far-left Barack Obama, and a third appointed by Bill Clinton, left the result unchanged.

So, the AFLC said, its lawyers "filed a petition to have the matter reconsidered by the panel or reheard by the Ninth Circuit 'en banc' (i.e., all of the judges of the circuit*) because the panel's decision not only contradicts Supreme Court and Ninth Circuit precedent, it mishandled a critically important First Amendment case."

The new petition charges that what needs to be resolved is the government's decision to use "private actors to censor speech of which the government disapproves"

"In contemporary times, this question takes on enormous consequences for liberty in general, political freedom in particular, and free speech most particularly. Large social media platforms and their concentration of economic power are relatively new to the law. Their unique ability to control the social and political messaging of public sentiment through hidden algorithms and even outright censorship has become a battleground for those in different and even adversarial political camps."

ALSO READ:



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[field-test-of-axon-body-worn-and-vehicle-mounted-cameras/](https://www.clarkcountytoday.com/uncategorized/ccso-begins-30-day-field-test-of-axon-body-worn-and-vehicle-mounted-cameras/))

[CCSO begins 30-day field test of Axon body-worn and vehicle-mounted cameras](https://www.clarkcountytoday.com/uncategorized/ccso-begins-30-day-field-test-of-axon-body-worn-and-vehicle-mounted-cameras/)

(<https://www.clarkcountytoday.com/uncategorized/ccso-begins-30-day-field-test-of-axon-body-worn-and-vehicle-mounted-cameras/>)

The Clark County Sheriff's Office has started a 30-day field test of Axon body-worn and



([https://www.clarkcountytoday.com/youth/washougal-school-district-](https://www.clarkcountytoday.com/youth/washougal-school-district-hosts-aasa-for-student-led-tours-student-voice-panel-and-workshops/)

[hosts-aasa-for-student-led-tours-student-voice-panel-and-workshops/](https://www.clarkcountytoday.com/youth/washougal-school-district-hosts-aasa-for-student-led-tours-student-voice-panel-and-workshops/))

Washougal School District hosts AASA for student-led tours, student voice panel, and workshops (<https://www.clarkcountytoday.com/youth/washougal-school-district-hosts-aasa-for-student-led-tours-student-voice-panel-and-workshops/>)

Washougal School District and AASA, The School Superintendents Association co-hosted a cohort of public education leaders from across the nation this week in Washougal, Washington.



([https://www.clarkcountytoday.com/news/area-residents-can-learn-](https://www.clarkcountytoday.com/news/area-residents-can-learn-about-property-tax-exemptions-at-april-14-event/)

[about-property-tax-exemptions-at-april-14-event/](https://www.clarkcountytoday.com/news/area-residents-can-learn-about-property-tax-exemptions-at-april-14-event/))

Area residents can learn about property tax exemptions at April 14 event

(<https://www.clarkcountytoday.com/news/area-residents-can-learn-about-property-tax-exemptions-at-april-14-event/>)

The Clark County Assessor's office property tax exemption specialists will be available to answer questions and enroll property owners in the county's property tax relief program at an upcoming public event.



([https://www.clarkcountytoday.com/opinion/opinion-washington-](https://www.clarkcountytoday.com/opinion/opinion-washington-legislators-propose-increasing-real-estate-taxes-amidst-a-housing-crisis/)

[legislators-propose-increasing-real-estate-taxes-amidst-a-housing-crisis/](https://www.clarkcountytoday.com/opinion/opinion-washington-legislators-propose-increasing-real-estate-taxes-amidst-a-housing-crisis/))

Opinion: Washington legislators propose increasing real estate taxes amidst a housing crisis

(<https://www.clarkcountytoday.com/opinion/opinion-washington-legislators-propose-increasing-real-estate-taxes-amidst-a-housing-crisis/>)

Washington ranked 50th in the nation in housing units per family at the beginning of the year.



([https://www.clarkcountytoday.com/news/hit-and-run-driver-flees-scene-](https://www.clarkcountytoday.com/news/hit-and-run-driver-flees-scene-on-foot-with-9-year-old-child/)

[on-foot-with-9-year-old-child/](https://www.clarkcountytoday.com/news/hit-and-run-driver-flees-scene-on-foot-with-9-year-old-child/))

Hit-and-run driver flees scene on foot with 9-year-old child (<https://www.clarkcountytoday.com/news/hit-and-run-driver-flees-scene-on-foot-with-9-year-old-child/>)

The Clark County Sheriff's Office is seeking assistance from the public to locate a suspect in a hit-and-run collision involving a 9-year-old child.



([https://www.clarkcountytoday.com/news/vancouver-police-make-arrest-](https://www.clarkcountytoday.com/news/vancouver-police-make-arrest-in-double-homicide-investigation/)

[in-double-homicide-investigation/](https://www.clarkcountytoday.com/news/vancouver-police-make-arrest-in-double-homicide-investigation/))

Vancouver Police make arrest in double homicide investigation

(<https://www.clarkcountytoday.com/news/vancouver-police-make-arrest-in-double-homicide-investigation/>)

The Vancouver Police Department arrested Kirkland C. Warren Friday and charged him with two counts of Murder I in the investigation of the deaths of 27-year-old Meshay Melendez and her 7-year-old daughter Layla Stewart.

3



([https://www.clarkcountytoday.com/news/area-residents-turn-out-for-](https://www.clarkcountytoday.com/news/area-residents-turn-out-for-town-hall-meeting/)

[town-hall-meeting/](https://www.clarkcountytoday.com/news/area-residents-turn-out-for-town-hall-meeting/))

Area residents turn out for Town Hall meeting ([https://www.clarkcountytoday.com/news/area-](https://www.clarkcountytoday.com/news/area-residents-turn-out-for-town-hall-meeting/)

[residents-turn-out-for-town-hall-meeting/](#)

District 2 Councillor Michelle Belkot and Clark County Sheriff John Horch address issues facing Clark County residents.



[\(https://www.instagram.com/targetzero_region6/\)](https://www.instagram.com/targetzero_region6/)

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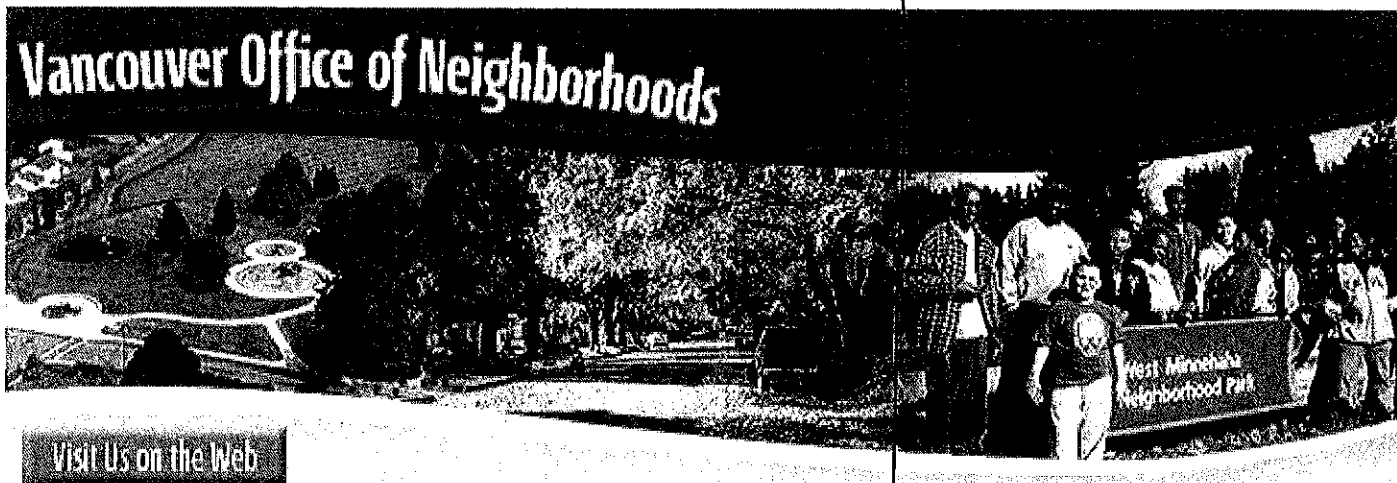
[Policy \(https://www.clarkcountytoday.com/privacy-policy-for-clark-county-today/\)](https://www.clarkcountytoday.com/privacy-policy-for-clark-county-today/)

Go

From: city.neighborhoods@cityofvancouver.us,
To: we4the4people@aol.com,
Subject: The Office of Neighborhoods Weekly Update for April 7, 2023
Date: Fri, Apr 7, 2023 2:12 pm

If you're having trouble viewing this email, you may [see it online](#).

Share this:   



Office of Neighborhoods Weekly Update

April 7, 2023

Greetings Neighborhood Leader

Save the Date

Join us to discuss an issue that affects us all: Housing. Share your housing experiences and bring our questions!

Vancouver City Manager Eric Holmes will host his quarterly meeting with community leaders **6:30 to 8 p.m. on Thursday, April 27.**

The purpose of this meeting is to provide community leaders with a chance to hear directly from the City Manager about current and upcoming housing programs, projects and initiatives. The meeting will also present multiple opportunities for dialogue and your questions.

Watch for your invitation with meeting details and location!



Neighborhood News

Neighborhood
Newsletters

Fire works - UCC

LC up
Ogle
Holmes
otto
Ab screens?
HIV org
PBS Radio

severability

speech!



Vancouver's neighborhood street sweeping schedule week of April 10:

- **West Vancouver:** Central Park, Hudson's Bay, West Minnehaha, Bagley Downs, Fourth Plain Village, Meadow Homes
- **East Vancouver:** Airport Green, First Place, Hearthwood, North Hearthwood, Countryside Woods

City News & Events

[Airport Green](#)

[Arnada](#)

[Bagley Downs](#)

[Fruit Valley](#)

[Northcrest](#)

[Riveridge](#)

[Shumway](#)

Find a flyer for your newsletter!

City News Releases



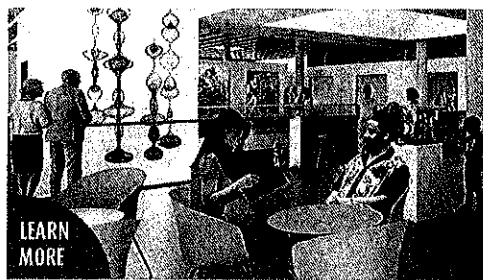
Share your thoughts and ideas on these projects:

[Affordable Housing Fund](#)

[Waterfront Gateway](#)

City Council Meeting
April 10, 2023





**VANCOUVER
ARTS HUB**

Transforming the former Vancouver community library on Mill Plain Blvd. into a vibrant community art center.

Take the online survey!

LEARN MORE

Honor Arbor Month during April

Plant a tree! Keep Vancouver green and healthy!

- April 7: Plant Trees at Washington Elementary School
- April 12: Celebrate and Serve on Arbor Day
- April 15: Plant Trees in Central Vancouver
- April 22: Walk & Learn about the Tree of Heaven

Vancouver Urban Forestry
www.cityofvancouver.us/UrbanForestry



Register for
Summer Camps,
Classes & Activities
Starting April 12

LEARN MORE

VOLUNTEER

Central Vancouver
Tree Planting

Saturday, April 15
Sign up today!



LEARN MORE

Honor Earth Day
April 22



- April 5: Columbia River Walk
- April 22: Earth Day Fair
- April 26: Burnt Bridge Creek Nature Walk
- May 6: Wintler Park Beach Cleanup

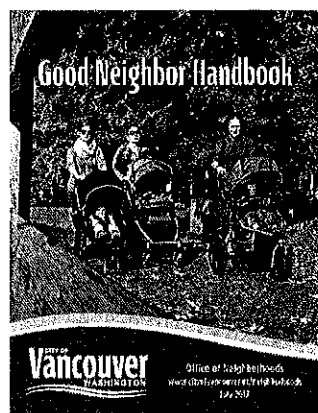
LEARN MORE



**Nez Perce Chief Redheart
Memorial Ceremony**



April Issue



Contact Us:

Office of Neighborhoods
City Hall
415 W. 6th St., 2nd flr
Vancouver, WA 98660

Mailing address:

PO Box 1995
Vancouver, WA 98668-1995

Phone: 360-487-8608

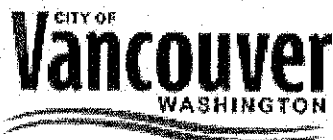
TTY: 360-487-8602

Fax: 360-487-8625

[Email](#)



Community News & Events



415 W. 6th St. | P.O. Box 1995 | Vancouver, WA 98668-1995
(360) 487-8600 | TTY: (360) 487-8625 | cityinfo@cityofvancouver.us

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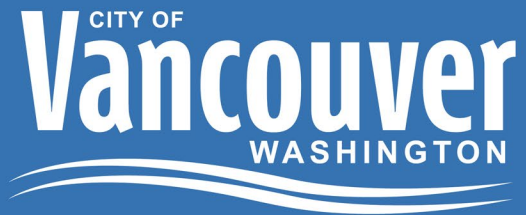
Got this as a forward? [Sign up](#) to receive our future emails.

emma

Renaissance Boardwalk Master Plan

May 1, 2023 Workshop

Keith Jones
Senior Planner

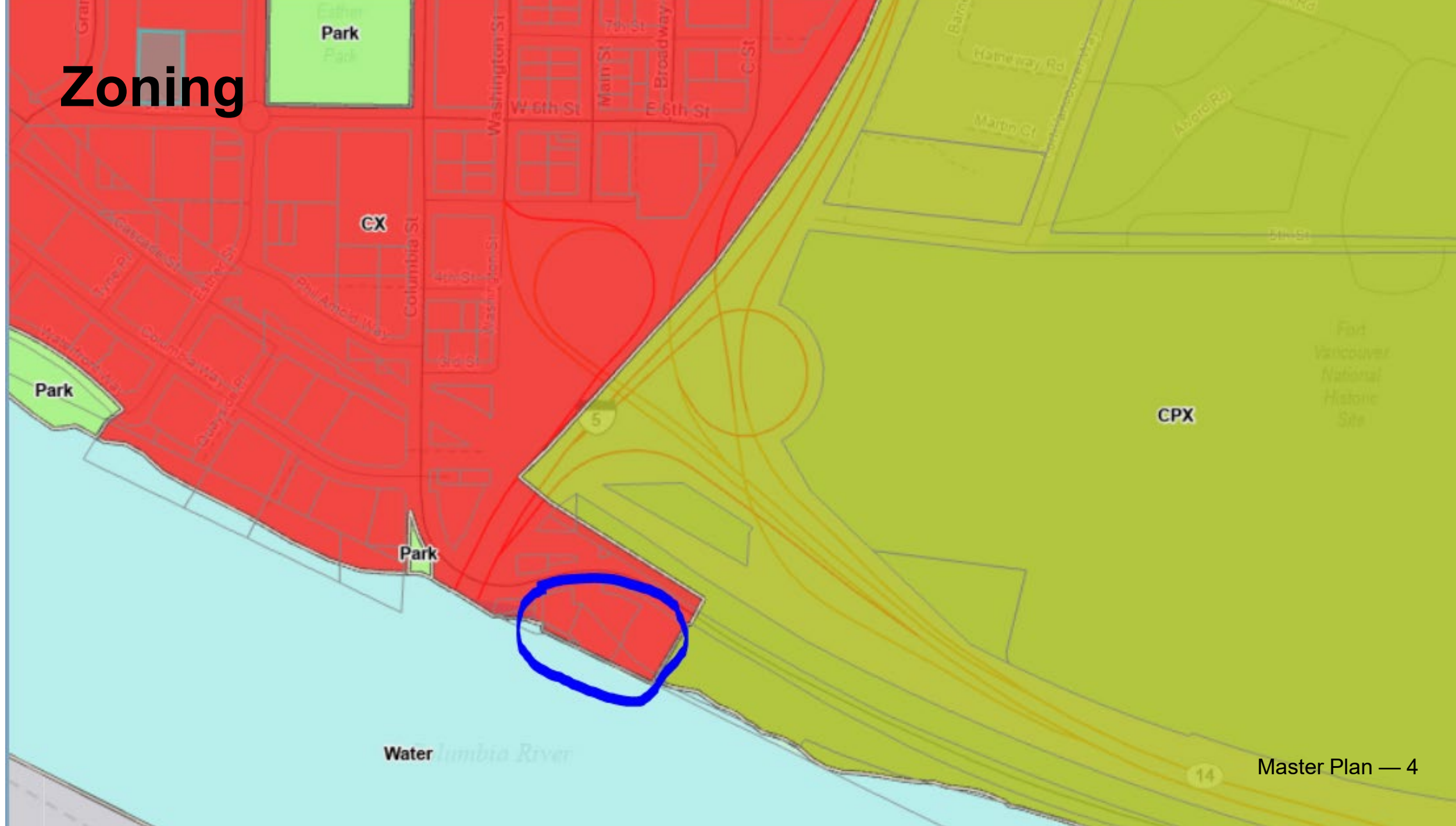


Agenda

- Project Overview
- Seawall Construction Update
- Master Plan Requirements and Recommendation
- FAR Variance Request
- Council Approval Criteria and Conditions
- Questions and Discussion



Zoning



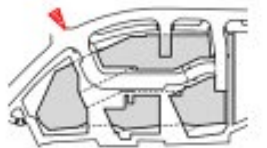
Project Elements

- Multiple mixed-use buildings totaling 400,000
- 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 square feet

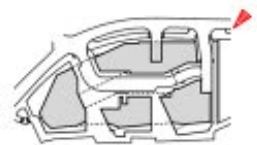
Project Requirements

- 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

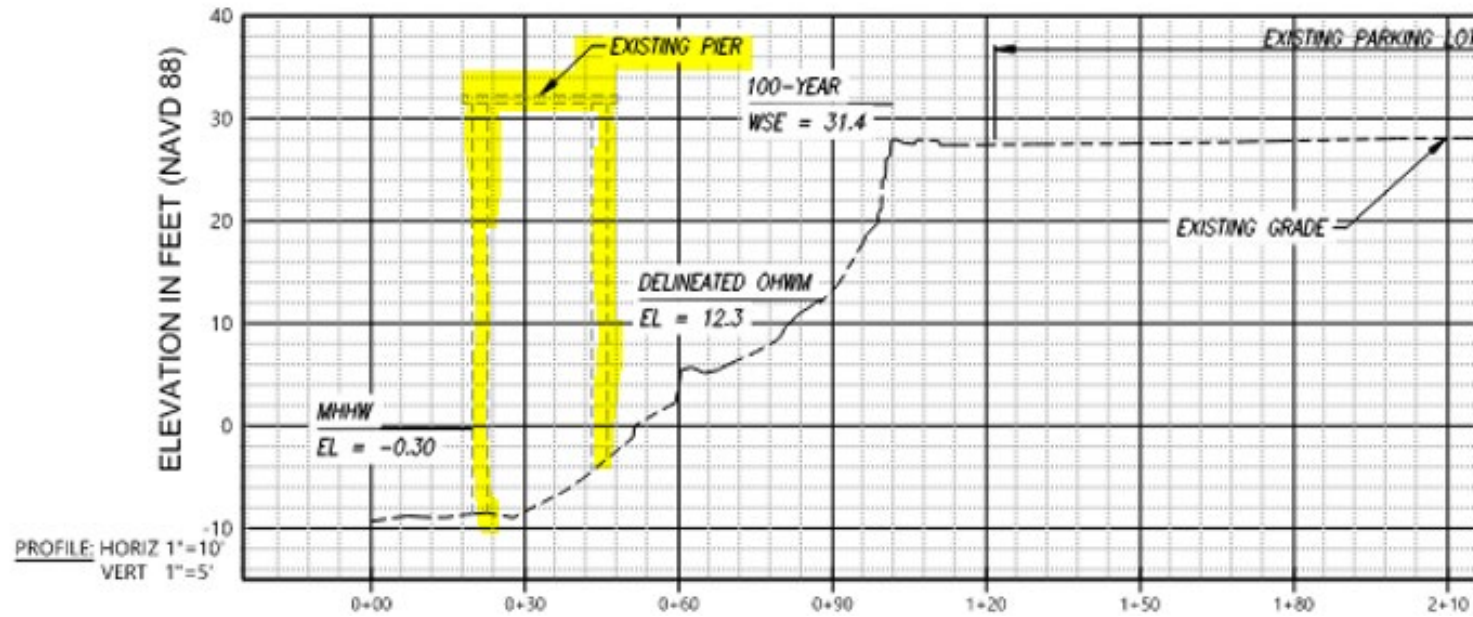
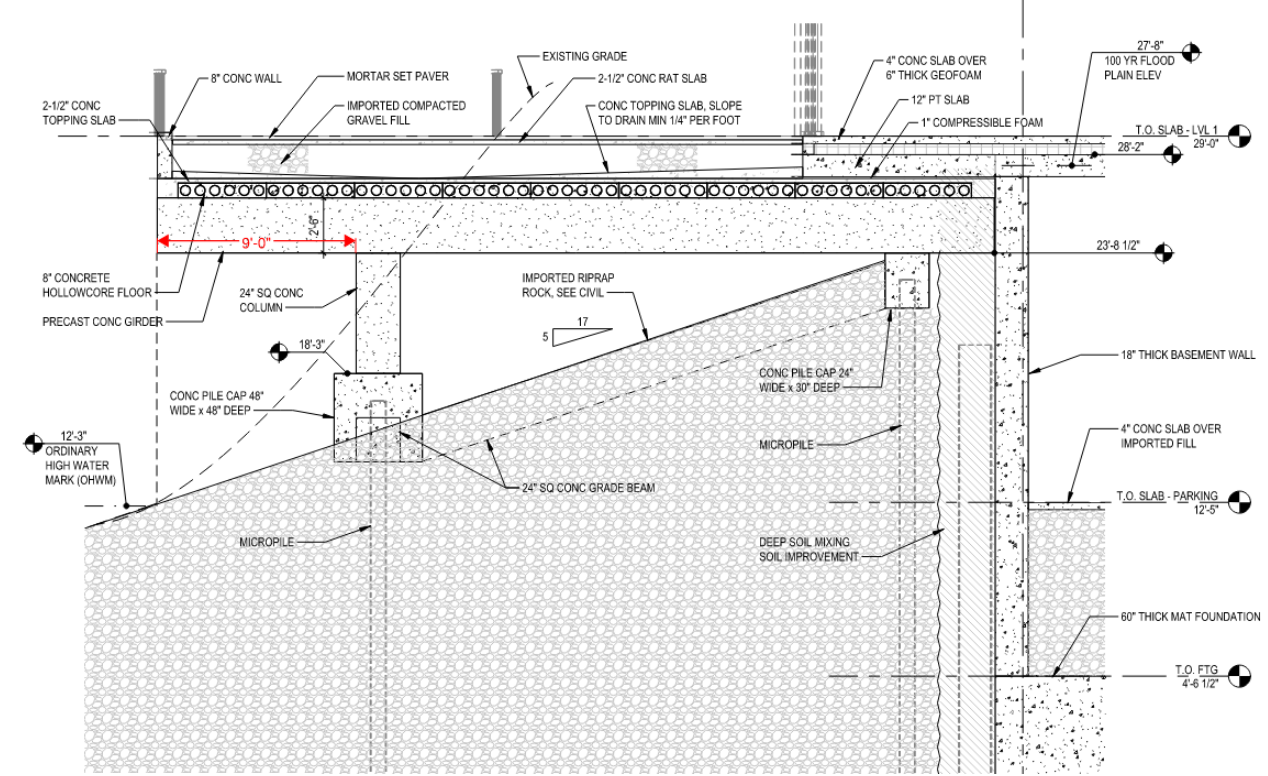


Northeast Elevation

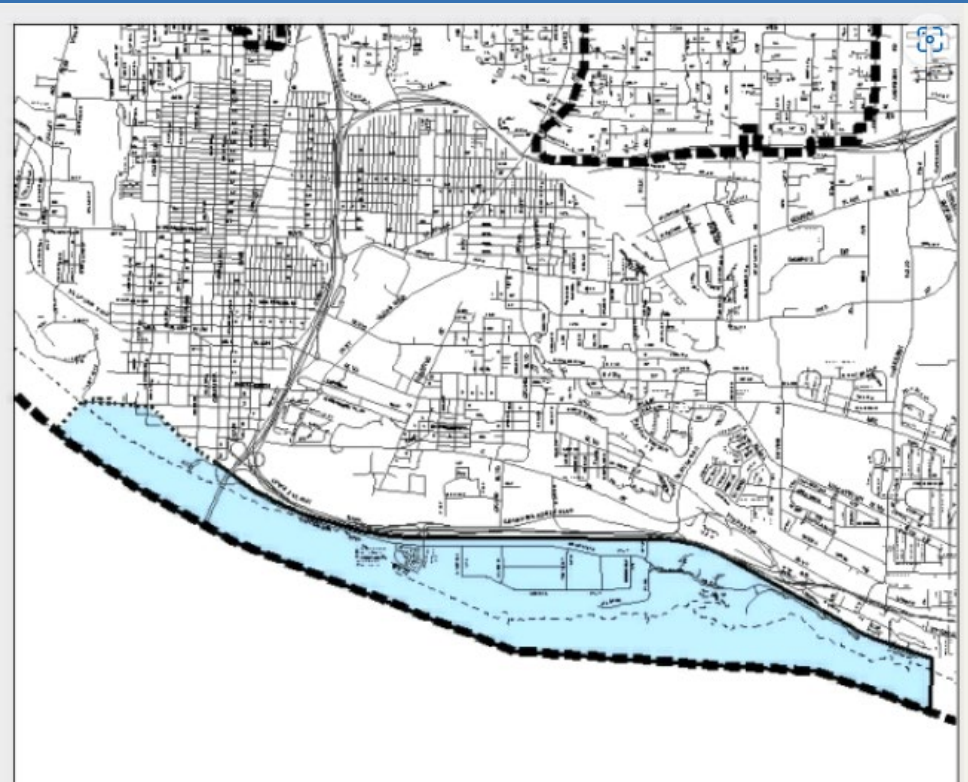








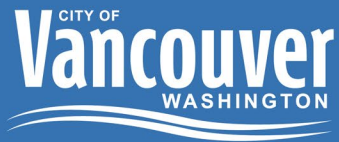
Master Plan Requirement



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

Master Plan – Hearing Examiner Recommendation

Vancouver Hearing Examiner recommends approval of the following:

- Master Plan
- Site Plan Review (Detail Development Plan)
- Design Review
- Shoreline Substantial Development Permit
- Shoreline Conditional Use Permit

Hearing Examiner recommended denial of FAR variance due to existing code

Applicant's FAR Variance Request

- Maximum building height = 50 to 100 feet.
- 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
- Applicant requests variance for floor 8 to exceed 12,000 square foot floor area limit

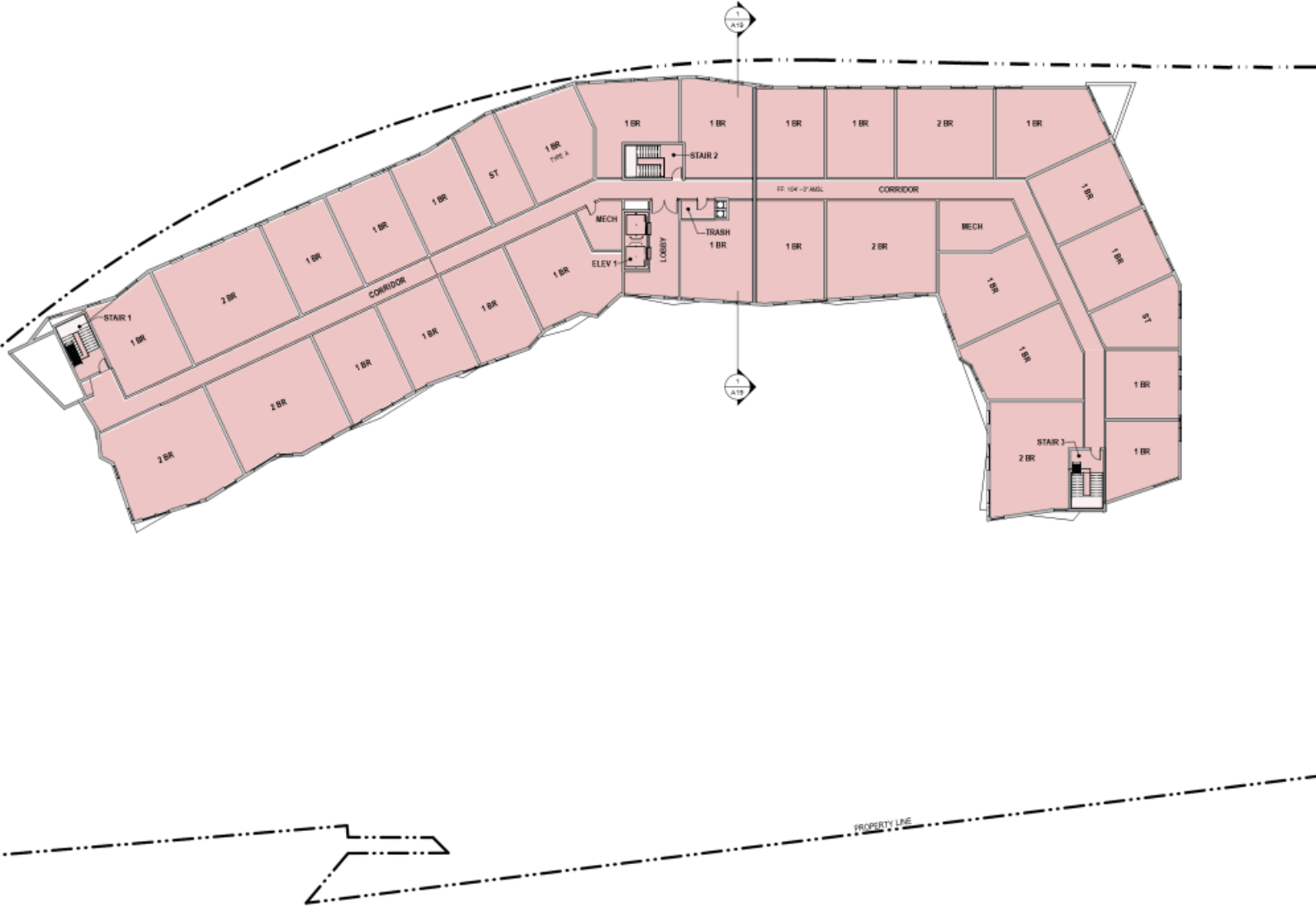
USES OF SPACE

RESIDENTIAL

Plot Size: 1103232.14 S.F.

Revised: 1/10/2021 - Kirkland Renaissance Boardwalk 101 SE Columbia Way, Vancouver, WA 98661

1 FLOOR PLAN - LEVEL 08
A14 SCALE: 1/16" = 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. NO. REV. BY ST.

DRAWN BY CHECK BY

LU SUBMITTAL

STATUS

JANUARY 5, 2021

DATE

18623

PROJECT NUMBER

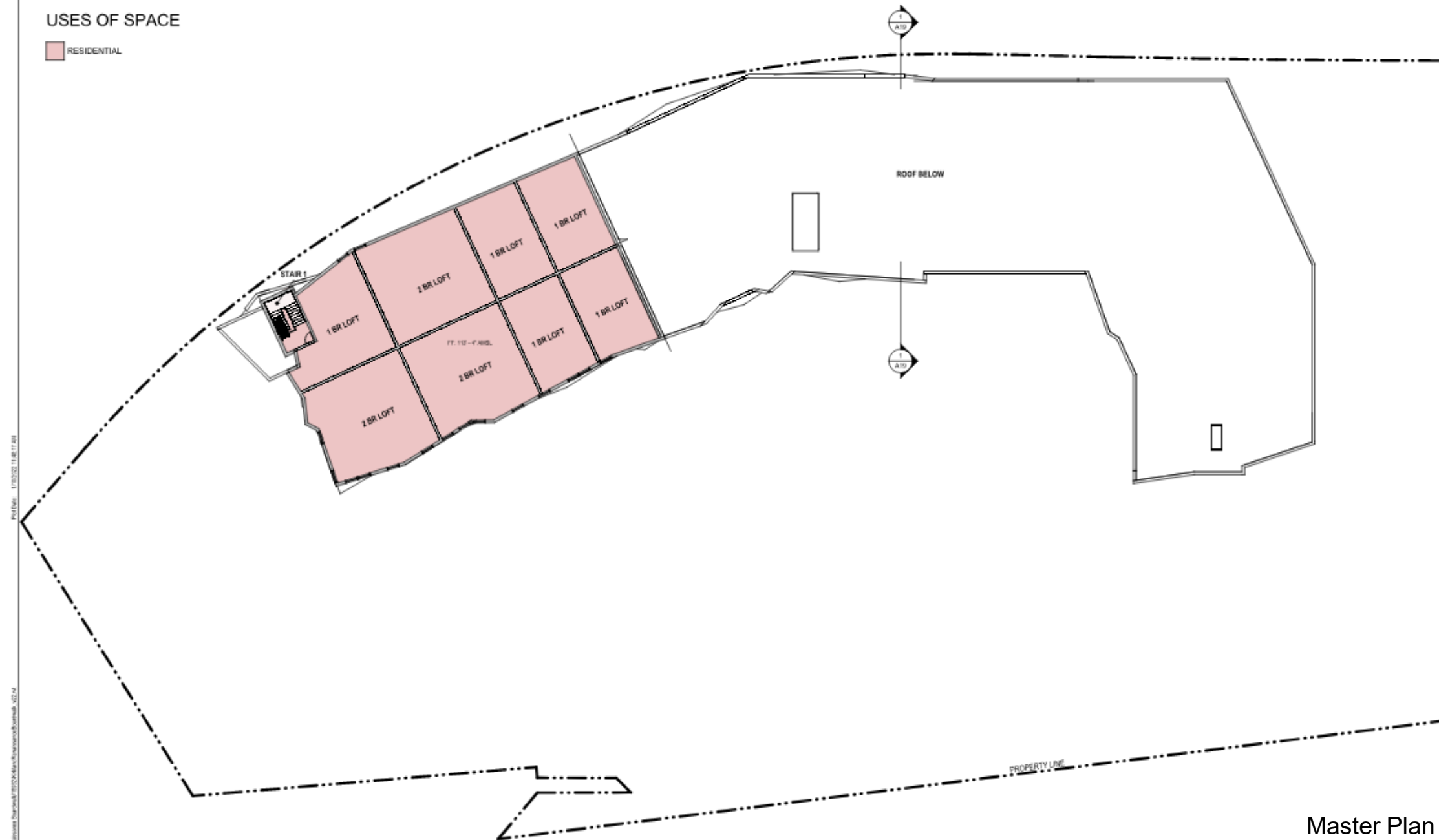
A14

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Master Plan — 16

USES OF SPACE

RESIDENTIAL



Variance 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; and
5. Any **impacts resulting from the variance are mitigated** to the extent practicable

Applicant's FAR Variance Request

Staff's Recommendation:

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;

Additional Findings in support of approval:

The most comparable and closest property is the Vancouver Waterfront.

Under the Vancouver Waterfront Development Agreement, the 12,000 square foot does not apply.

Therefore other properties in the vicinity do have a substantial property right that this property would not have if the variance were not approved.

Applicant's FAR Variance Request

Staff's Recommendation:

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;

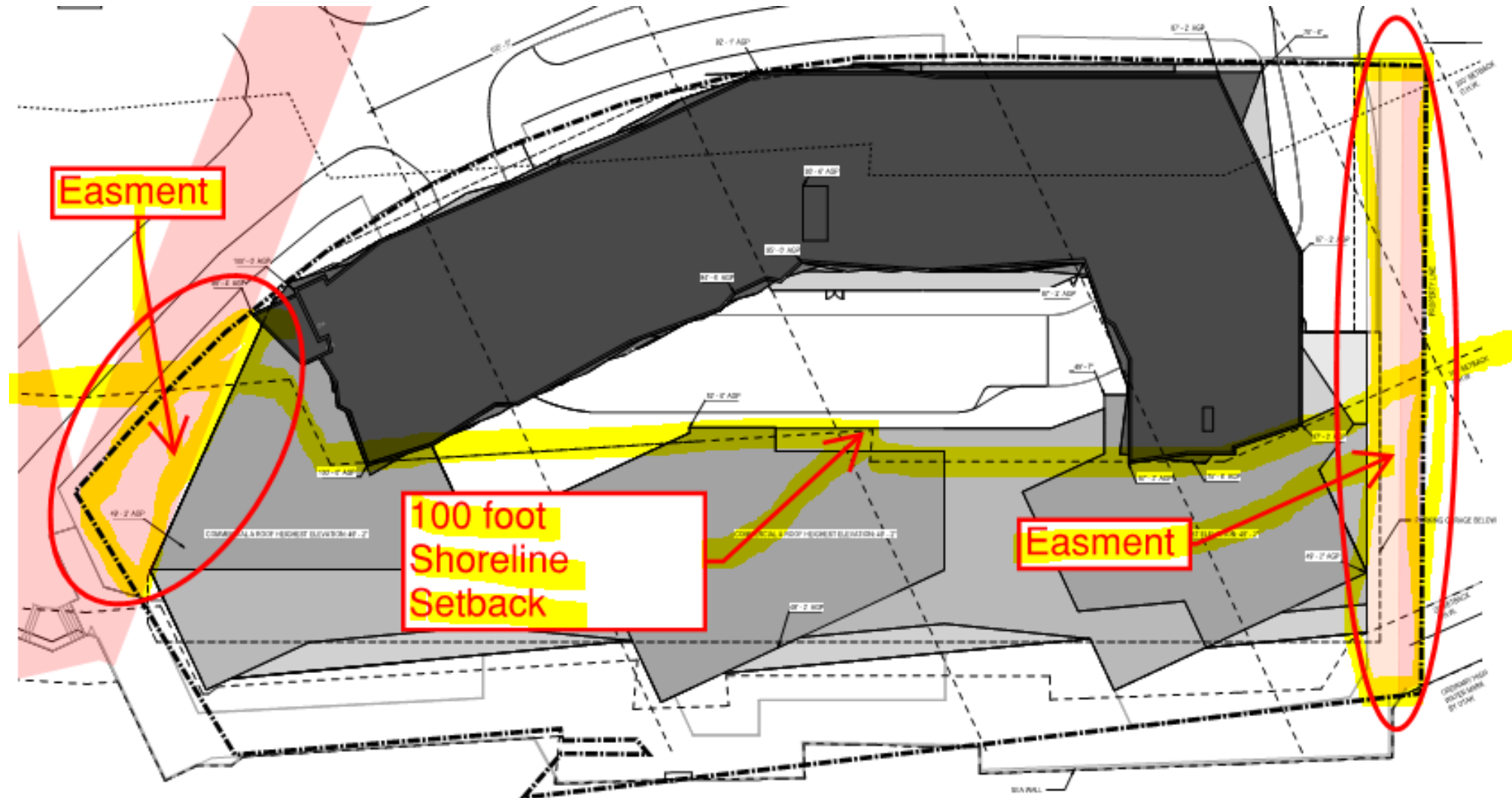
Additional Findings in support of approval:

The most comparable property is the Vancouver Waterfront.

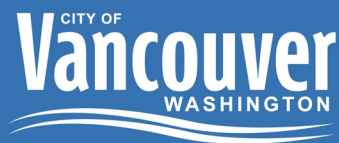
Site is next to the river where the developable area of the waterfront is setback from the river. Shoreline Setbacks apply to this site, particularly the 100 foot setback for multi-family residential.

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.

100 Foot Shoreline Setback for Multi-Family:



Applicant's FAR Variance Request



Staff's Recommendation:

Hearing Examiner Statement: *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.*

Additional Findings in support of approval:

- Council has allowed this provision to not apply to the Vancouver Waterfront Master Plan via a development agreement.
- The City is currently working on amending this provision to eliminate the 12,000 square foot limitation and is currently being reviewed by the Planning Commission.
- Not approving the variance would eliminate approximately 17 housing units and would further detract from the aesthetics, contrary to City Goals aimed to increase housing and improve aesthetics.



Conditions of Master Plan Approval:

“The review authority shall impose any conditions of approval necessary to mitigate potentially adverse impacts on surrounding properties to the greatest extent practicable.”

(VMC 20.260.050(C))

Site Plan Approval

- Changes to Renaissance Boardwalk or Green Building standards require further review
- Changes to Renaissance Boardwalk require further review

Building Permit Issuance

- Submission of 36-month (or fewer) single phase construction schedule
- Identify the duration and timing of any temporary road closures planned during construction

During Construction

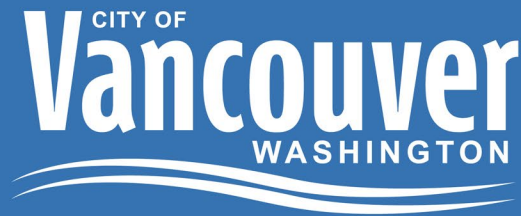
- Maintain continuous public access along Renaissance Trail or Boardwalk
- Complete any temporary construction closure of the Renaissance Trail before 12/31/2026

Potential Additional Conditions of Approval

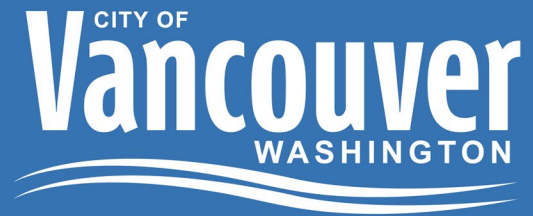
Next Steps

- Master Plan Workshop – May 1
- First Reading – June 2023
- Second Reading – June 2023
- Shoreline Permit and Conditional Use submitted to Department of Ecology
- Engineering Permit - TBD
- Building Permit - TBD

Questions & Discussion



Thank You





June 15, 2022

Casey McKenna, AIA
Otak, Inc.
808 SW 3rd Avenue, Suite 800
Portland, Oregon 97204

Via email: casey.mckenna@otak.com

Regarding: Geotechnical Engineering Services – WDFW Comment Response
Kirkland Renaissance Boardwalk
111 SE Columbia Way
Vancouver, Washington
PBS Project 73514.000

Dear Mr. McKenna:

The following is in response to the comment received from the Washington Department of Fish and Wildlife (WDFW). PBS completed a geotechnical evaluation and presented the results in a report dated December 10, 2021.¹ The WDFW comment is included below in bold italics followed by PBS' response.

All creosote pilings need to be removed whereas the current plan proposes to cut them at the surface. However, if a soil stability analysis shows that some pilings need to remain in place in order for the bank to remain stable, then some pilings may be permitted to be cut and then remain in the substrate. If this needs to take place, then I will need to know the minimum amount of pilings that need to remain and all others shall be removed.

If the pilings break during extraction or if it is determined that some need to remain in place for bank stability, then the piling must be cut three feet below the mudline and capped with native, clean fill. The pilings can be extracted with either with a vibratory or water jet system.

The slope down to the river from the parking lot, where the pile-supported deck is located, is composed of two distinct slopes. The lower slope, where the pilings are located, appears slightly flatter than 2H:1V (horizontal to vertical). The upper slope, immediately below the existing parking area, is significantly steeper, ranging from slightly steeper than 1H:1V to approximately 1.5H:1V. With a basement depth of 25 feet, the new building will be founded at a lower elevation than the toe of the slope, and instability would not adversely impact the foundation support of the proposed new structures (greater than 30 feet away from the closest pilings).

Ultimately, given the steep inclination of the upper slope, and the likely strength of those soils, our current opinion is that any of the proposed methodologies for removing the pilings have the potential to reduce stability of the upper slope. We suggest that all pilings remain in place. The approach of cutting and capping the piling with fill, proposed by WDFW, is reasonable.

¹ PBS Engineering and Environmental Inc. (December 10, 2021). Geotechnical Engineering Report, Kirkland Renaissance Boardwalk, 111 SE Columbia Way, Vancouver, Washington. Prepared for Kirkland Development, LLC. PBS Project 73514.000.

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,

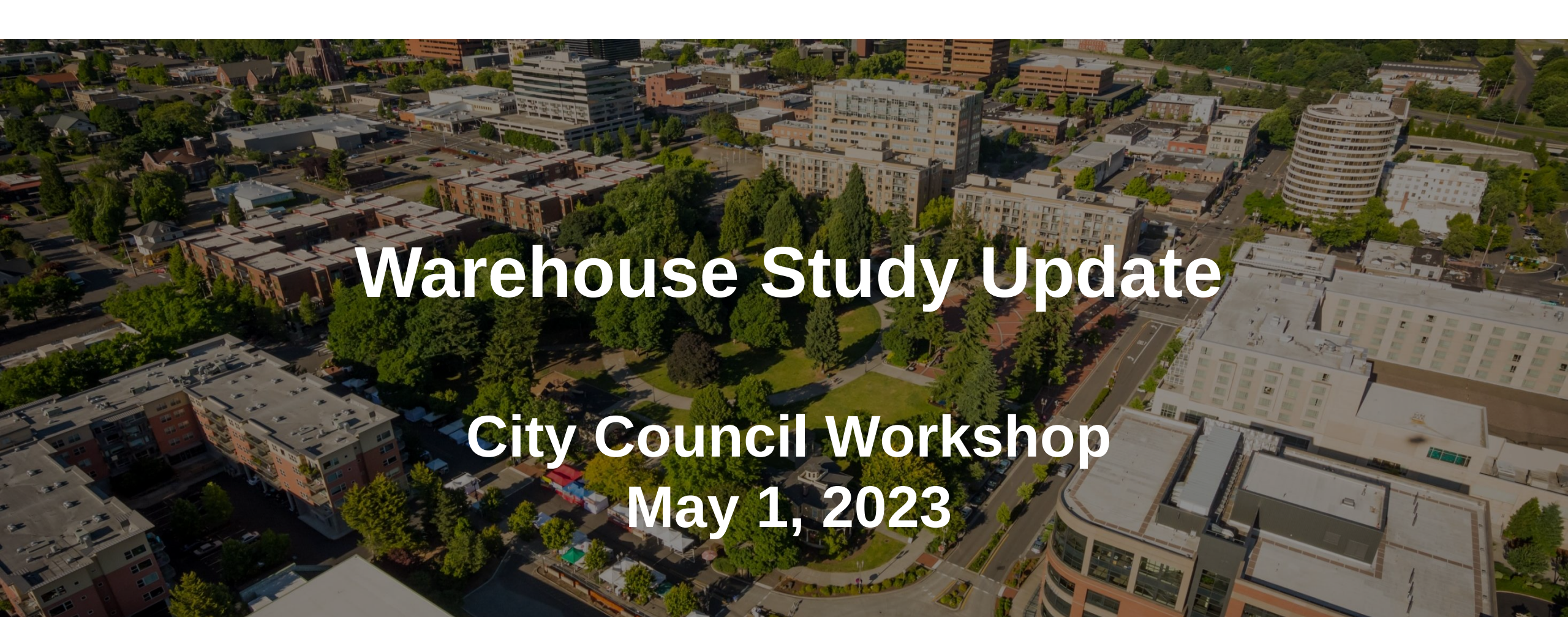
A handwritten signature in black ink that reads "Brian Ackerman". The script is cursive and fluid.

Brian Ackerman, EIT
Geotechnical Engineering Staff

A handwritten signature in black ink that reads "Ryan White". The script is cursive and fluid.

Ryan White, PE, GE (OR)
Principal Geotechnical Engineer

BA:RW:rg



Warehouse Study Update

City Council Workshop
May 1, 2023



Chad Eiken, Director
Community Development Department

Agenda

- Recap of Study Goals
- Initial Staff Work Plan
- Early Observations
- Remaining Tasks
- Moratorium Extension
- Proposed Revised Work Plan



Warehouse Study Goals



**Understand
Differences
& Impacts**

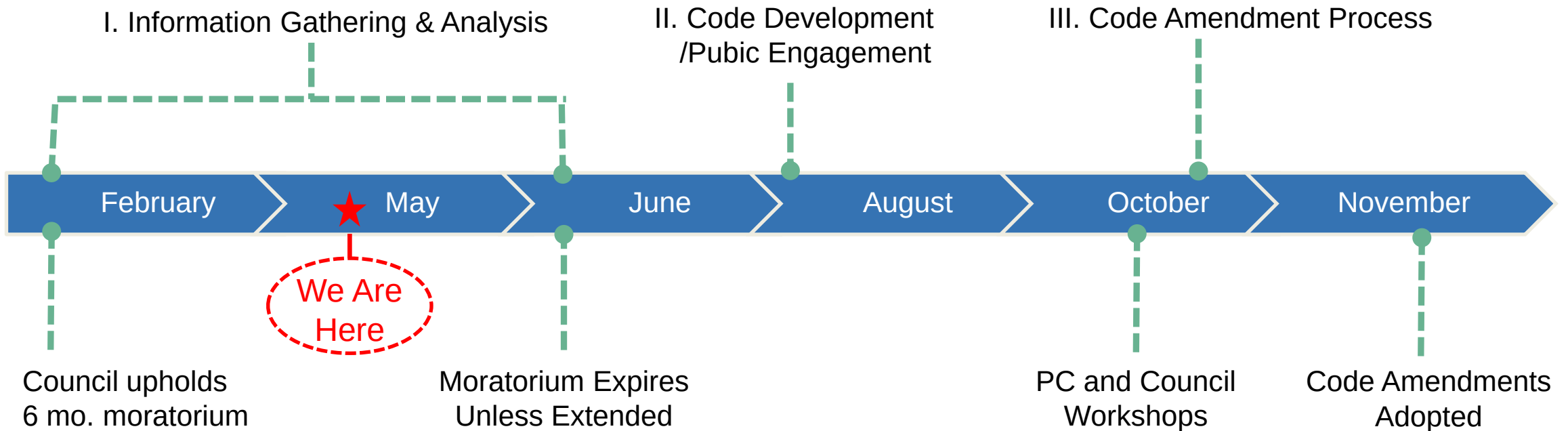


**Gather Public
and
Stakeholder Input**



**Propose Code
Amendments**

Staff Work Plan



Three key stages of work plan include Information Gathering, Code Development, and Code Amendment Process, with final code to be adopted in November

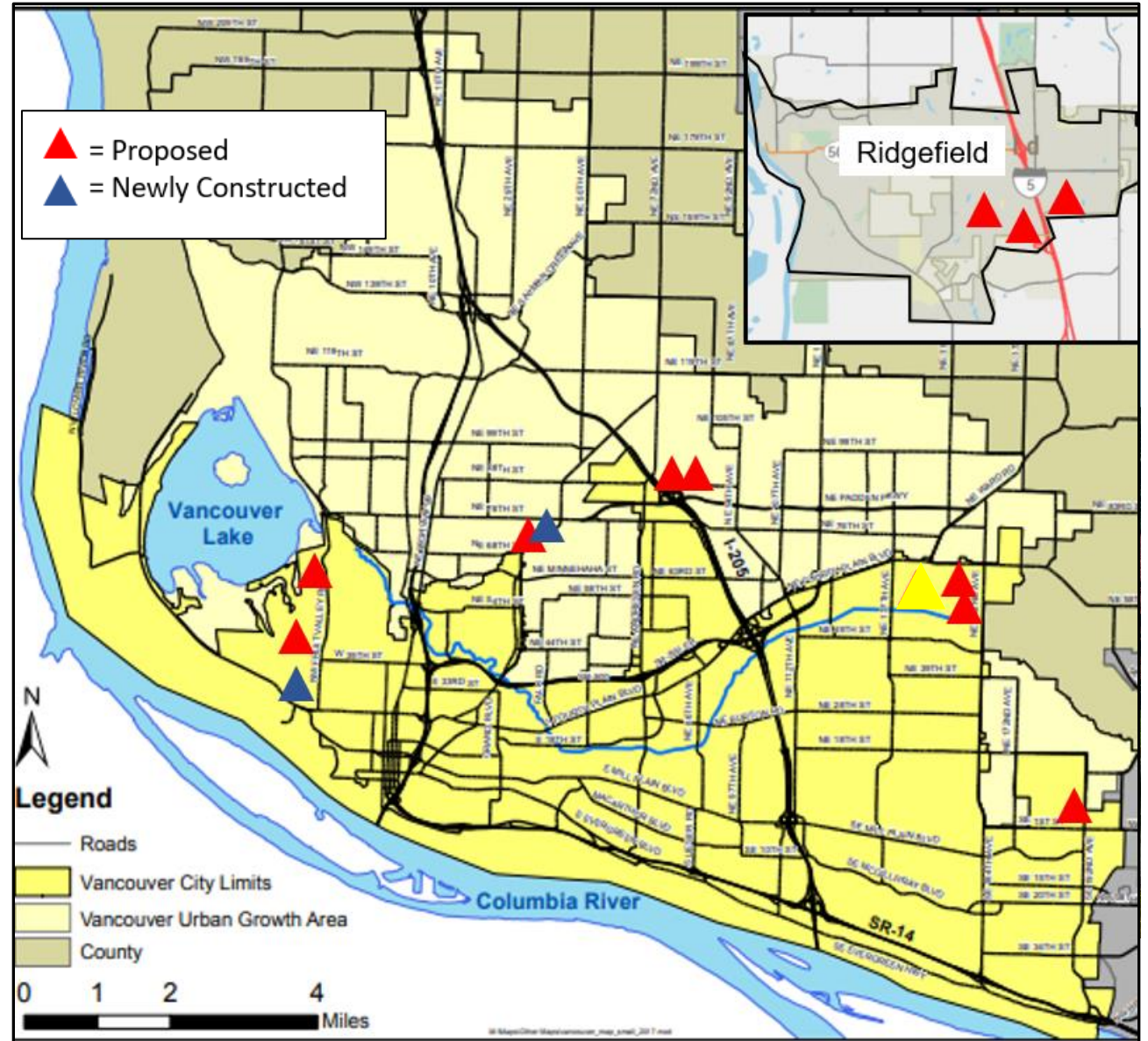
Early Observations

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

**Capacity Analysis: Industrial
Areas Studied for Presence of
Large Vacant Lots (>14.0 acres)**



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

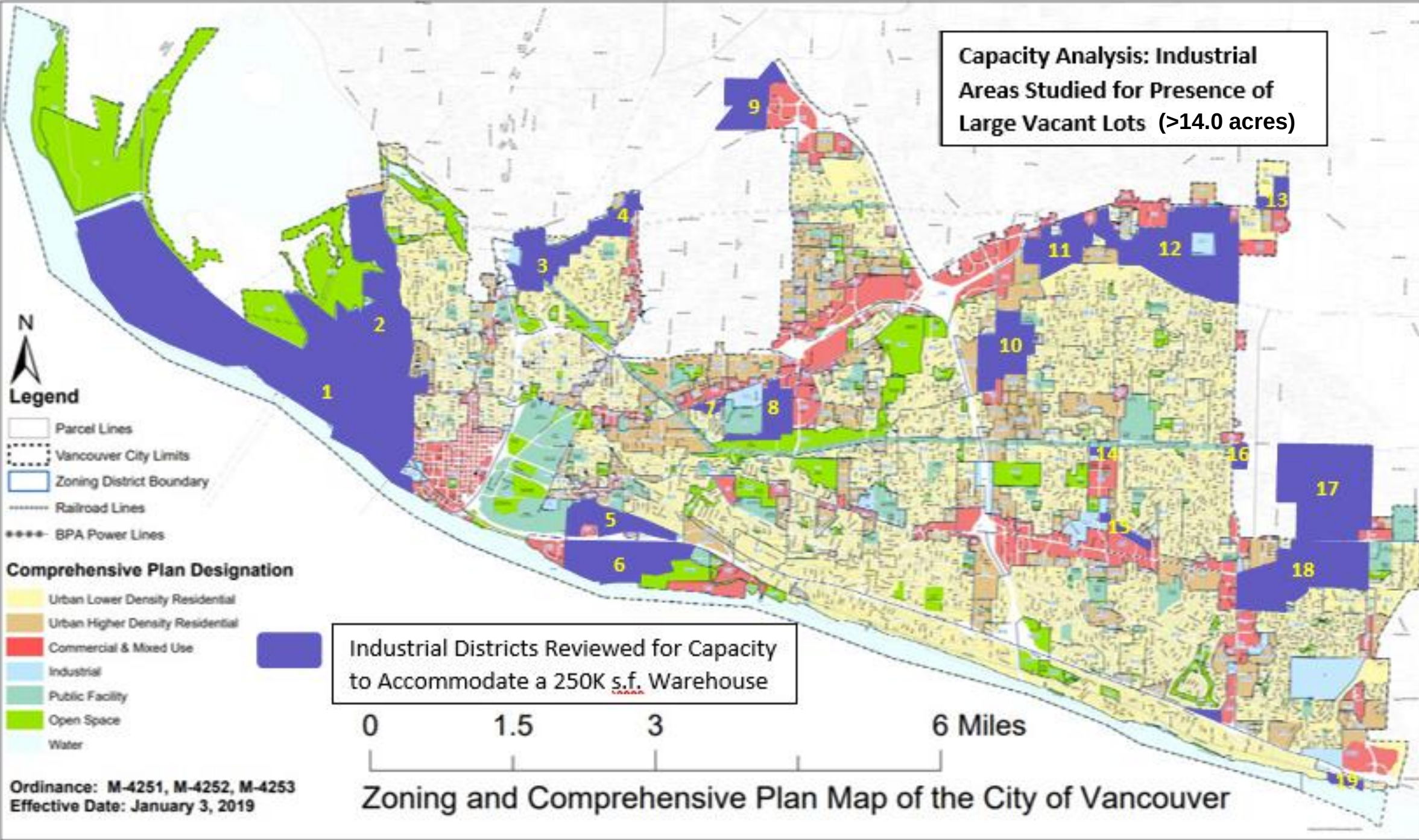


Industrial Districts Reviewed for Capacity
to Accommodate a 250K s.f. Warehouse

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



**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

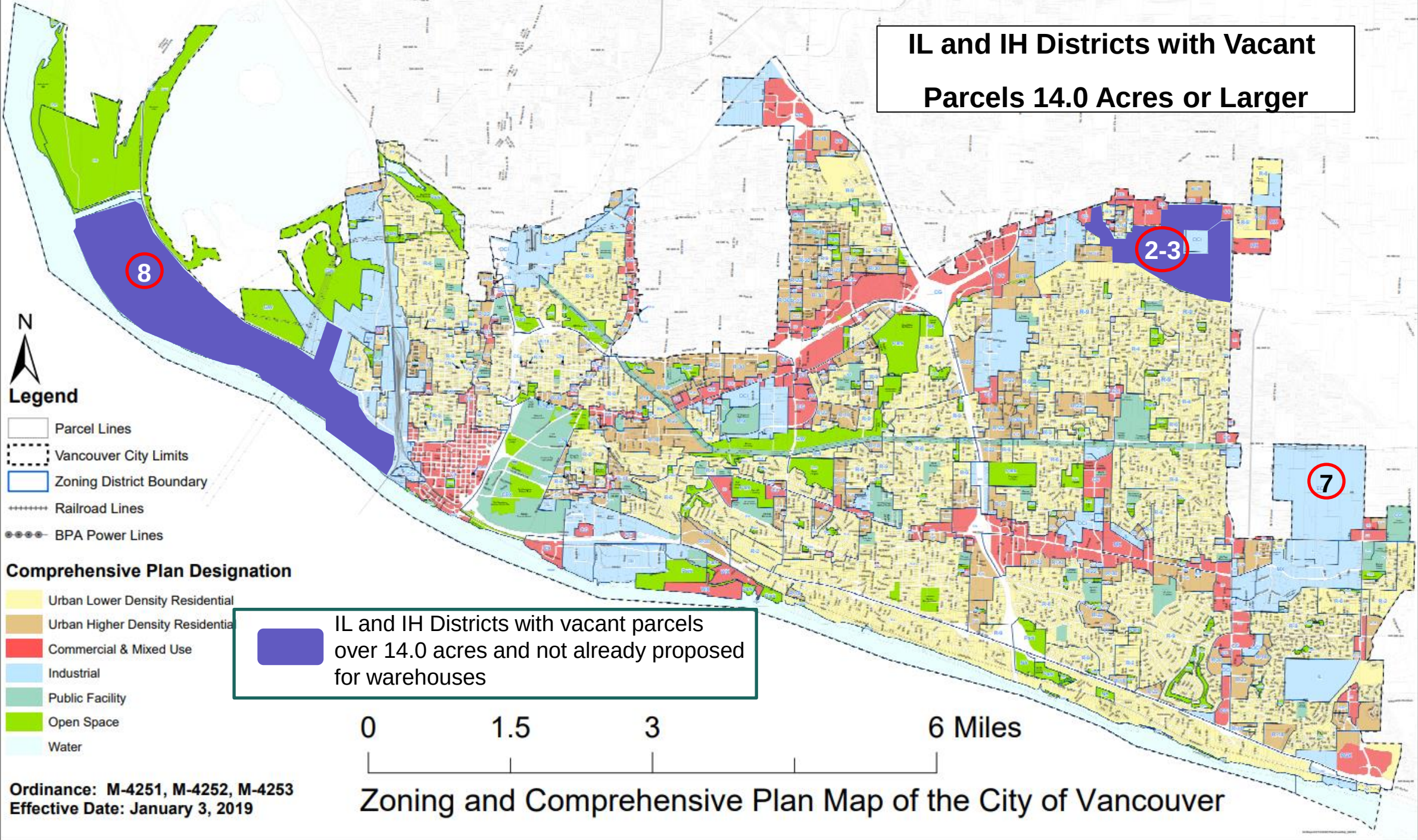


IL and IH Districts with vacant parcels
over 14.0 acres and not already proposed
for warehouses



Ordinance: M-4251, M-4252, M-4253
Effective Date: January 3, 2019

Zoning and Comprehensive Plan Map of the City of Vancouver





Remaining Tasks

Fehr & Peers, GLD Partners to Study:

- Physical/siting characteristics
- Operational characteristics
- Economic factors
- Adaptive re-use factors

Stakeholder/Public Engagement

- ICC Business Group
- Environmental Advocates
- Neighborhoods

Code Development

Early Conclusions

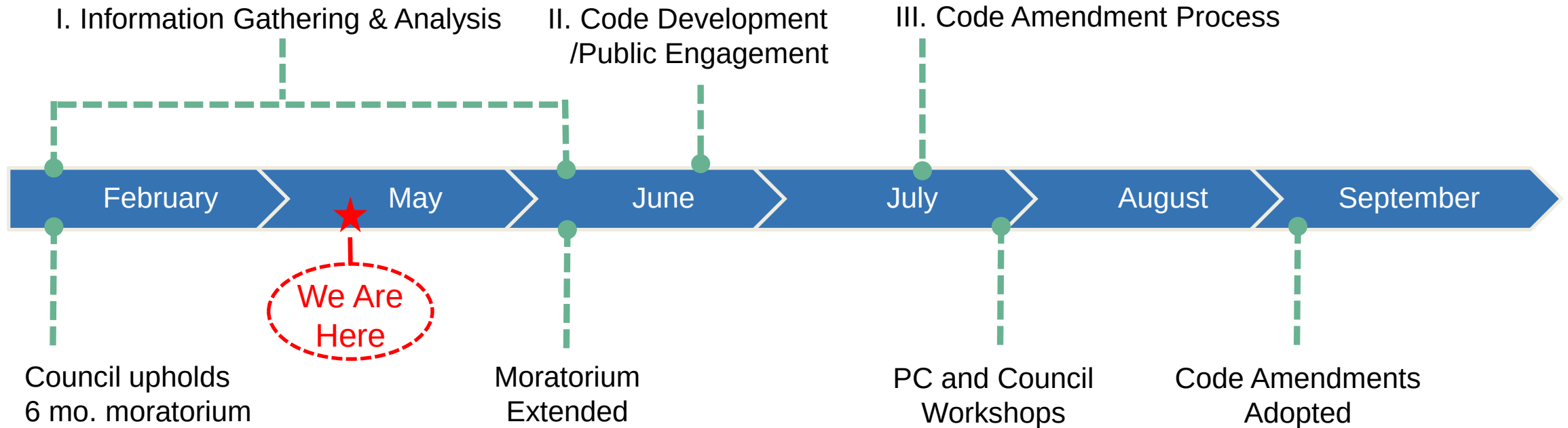
Council should extend moratorium later this month, but shorter timeline anticipated



Fewer parcels are at risk from very large warehouses due to lack of availability of industrial land, but more work is needed. Code work stage will be simpler and timeline can be shortened.



Proposed Revised Staff Work Plan



Three key stages of work plan include Information Gathering, Code Development, and Code Amendment Process, with final code to be adopted in September

Thank You

To learn more, visit: beheardvancouver.org/warehouse





Staff Report: 071-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/1/2023

SUBJECT 2023 West Curb Ramps

Key Points

1. Under the City's 2023 Street Preservation and Resurfacing contracts, the City is resurfacing streets with hot mix asphalt (HMA) overlay treatments and preserving streets with microsurfacing and cape seal treatments.
2. Per the Federal Highway Administration (FHWA), streets receiving treatments that are considered an alteration are required to be upgraded so that existing curb ramps meet current ADA requirements. Alterations include HMA overlay treatments, cape seals and microsurfacing.
3. Project includes construction of 91 curb ramps in 59 locations. Approximate curb ramp locations are shown on the attached vicinity map.
4. City maintenance crews do not have the available labor or equipment to do the type of work being done as part of this project.

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 is issuing three separate curb ramp contracts this year as part of its 2023 pavement management program. These contracts include the "2023 West Curb Ramps", the "2023 East Curb Ramps" and the "2023 Fourth Plain Blvd Curb Ramps-Main St to Fort Vancouver Way". The purpose of splitting the work into three contracts is to reduce each contract to a manageable size, which helps expedite ramp construction. From a construction sequencing standpoint, it is far more efficient to construct the new curb ramps in advance of the on-street pavement management resurfacing work.

This staff report and recommended action is to award the 2023 West Curb Ramps contract only. The 2023 Fourth Plain Blvd Curb Ramps - Main St to Fort Vancouver Way and the 2023 East

Curb Ramps project have already been awarded.

On April 11, 2023, the City received three bids for the subject project. The bids ranged between \$1,418,000.00 to \$1,579,525.00. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS

BIDDER	AMOUNT
Advanced Excavating Specialists, LLC, Kelso, WA	\$1,418,000.00
Western United Civil Group, LLC, Yacolt, WA	\$1,488,112.00
Colf Construction, Vancouver, WA	\$1,579,525.00
Engineers' Estimate	\$1,600,000.00

There is a minimum apprenticeship goal of 4% of the utilized labor hours for this project. Advanced Excavating Specialists, LLC of Kelso, Washington has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 300 hours of apprentice time of the estimating a total of 6533 applicable labor hours for the project.

Advantage(s)

1. Will construct curb ramps in advance of the annual paving contract, which will allow the paving to be done much faster and more efficiently.
2. Will ensure that cuts in the street from ramp construction will be completed before the final paving, which will prolong the life of the new pavement.
3. Will install ADA compliant curb ramps at intersections with sidewalks.

Disadvantage(s)

1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period at the various locations; however, the construction duration at each location is short, with traffic able to drive through construction zones, which will minimize the temporary inconvenience.
2. Construction will generate noise in the area; however, the contractor will not be working in one spot the entire time with all work expected to be complete within a few days at each location.

Budget Impact

The project is currently funded through the Pavement Management Program in the Street Fund (\$1,418,000). No additional budget appropriation is required.

Prior Council Review

None

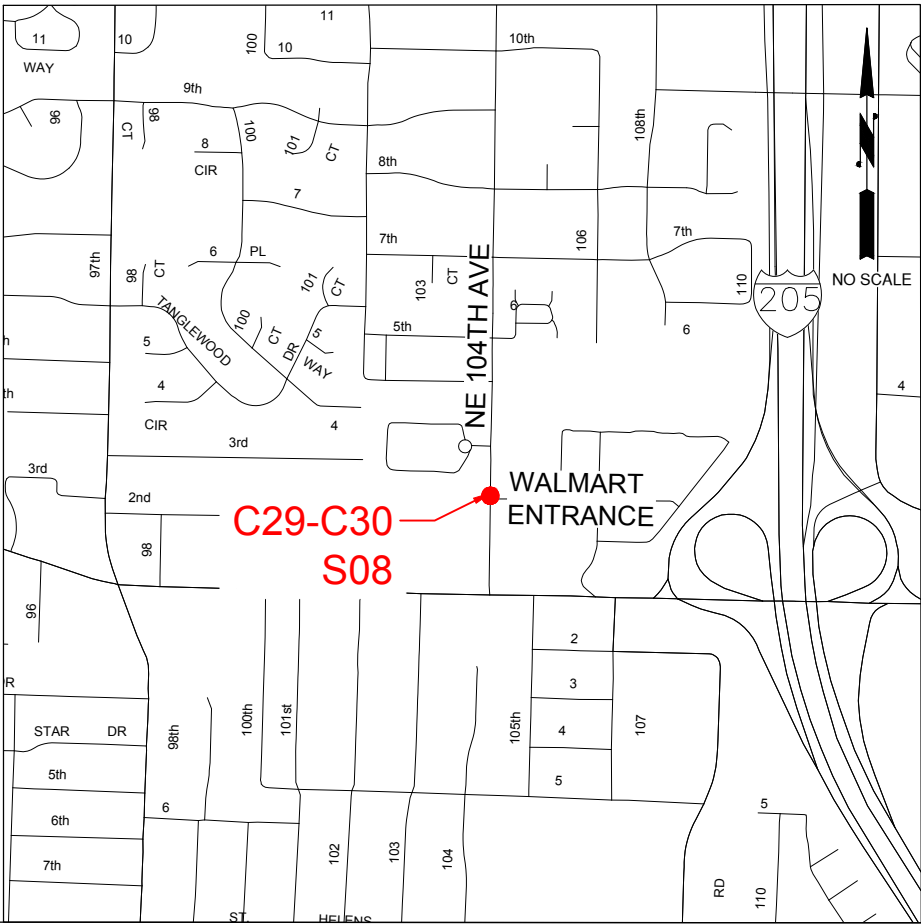
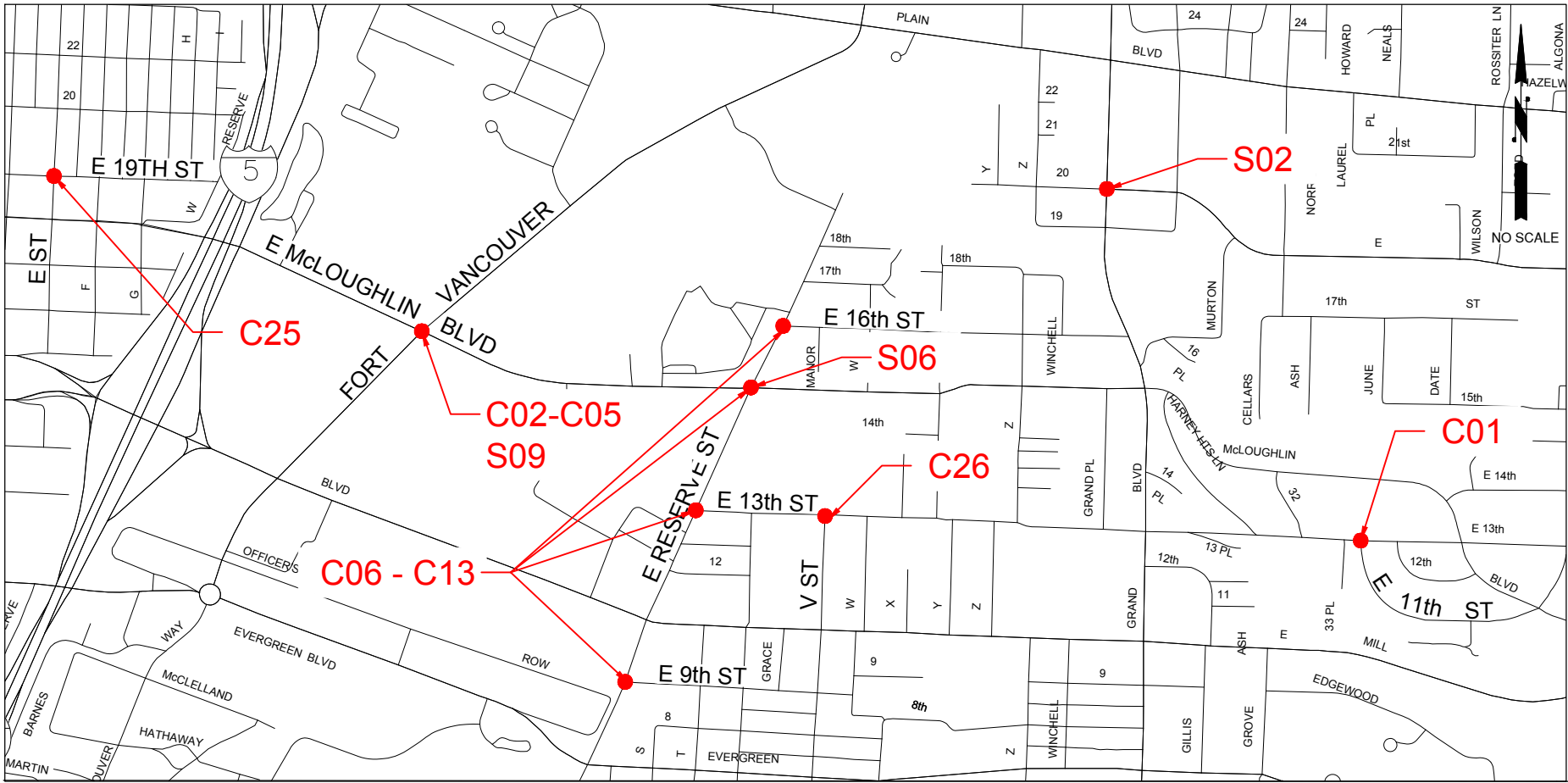
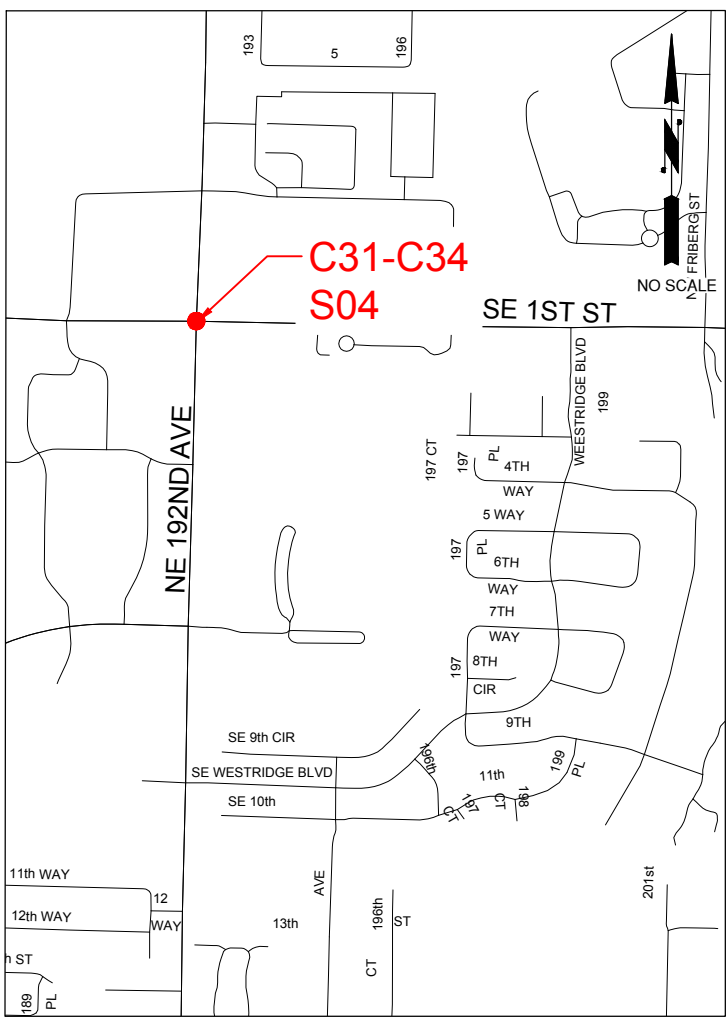
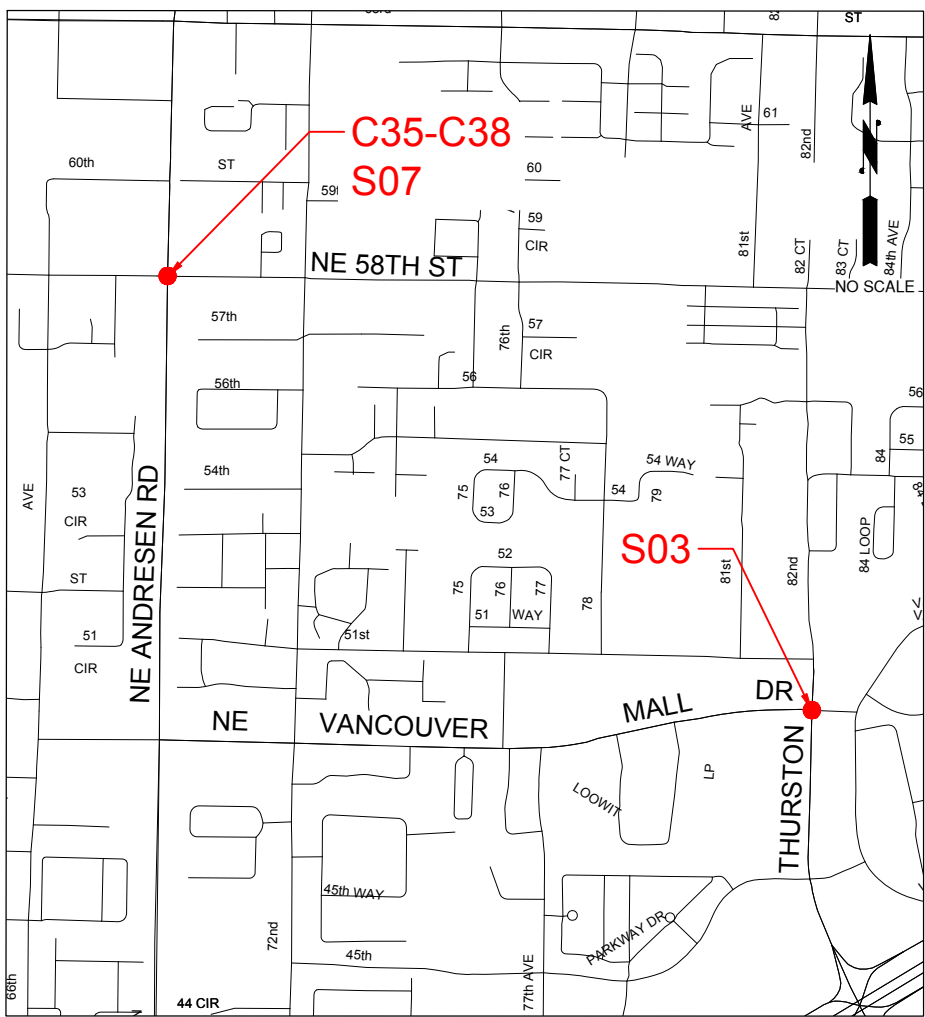
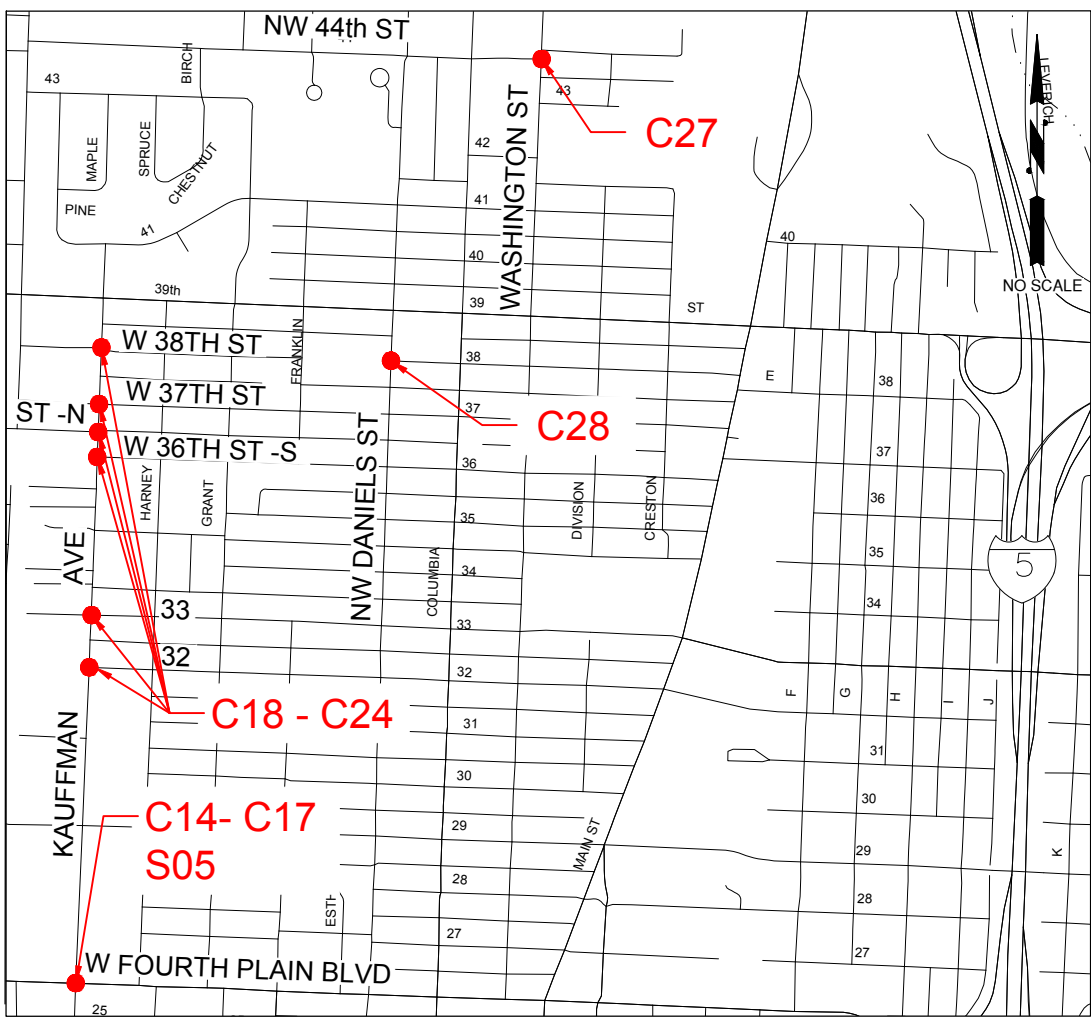
Action Requested

On April 17, 2023, award a construction contract for the 2023 West Curb Ramps Project to the lowest responsive and responsible bidder, and authorize the City Manager or designee to sign a contract with Advanced Excavating Specialists, LLC of Kelso, WA, at their bid price of \$1,418,000.00, which includes Washington State sales tax.

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

ATTACHMENTS:

- ▣ 2023 West Curb Ramps Vicinity Map
- ▣ Contract





Know what's below.
Call before you dig.

FILE NAME:	DATE: March 2023
SCALE:	DESIGNED BY: N/A
HORIZONTAL: AS SHOWN	DRAWN BY: TS
VERTICAL: AS SHOWN	CHECKED BY: DB
DATE	APPROVED BY: xx
No.	REVISIONS



CITY OF VANCOUVER

2023 WEST CURB RAMPS



Public Works

JOB NUMBER
PRJ072823

ACTIVITY
ACT00586

G03

SHEET 3 OF 62

CONSTRUCTION CONTRACT # C-101201
BID 23-18: 2023 WEST CURB RAMPS

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 Advanced Excavating Specialists LLC, 1200 Hazel St, Kelso, WA 98626 (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. 23-18 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 curbs, sidewalks, excavation, minor paving, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The Contract work shall be fully complete within 95 Working Days from the Notice to Proceed 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 8.7% Washington State Sales Tax (if applicable) \$1,418,000.00 USD.

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

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

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

The Contractor agrees to procure insurance coverage as required below:

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

COVERAGE	LIMITS OF 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. 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.

- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

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

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

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

31. 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:
Chad Rorabaugh
Advanced Excavating Specialists
1200 Hazel St
Kelso, WA 98626
chad@advexc.us

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:

Advanced Excavating Specialists LLC

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: 072-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/1/2023

SUBJECT Bid Award - NE Ross Street LID Retrofits

Key Points

Construct stormwater improvements in NE Ross St. to provide runoff treatment and flow control.

Strategic Plan Alignment

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

Present Situation

Currently untreated stormwater runoff from NE Ross St. flows directly into Burnt Bridge Creek. This project uses Washington Department of Ecology grant funds coupled with a 25% Surface Water Utility fund local match to install 2 bioretention facilities and infiltration facilities in the public right-of-way to collect, treat, and infiltrate stormwater runoff. This will ultimately improve water quality in Burnt Bridge Creek.

On April 4, 2023, the City received 5 bids for the subject project. The bids ranged between \$942,156 and \$1,379,000. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Western United Civil Group, LLC, Yacolt, WA	\$942,156.00
Advanced Excavating Specialists, LLC, Kelso, WA	\$1,023,630.00
Odyssey Contracting, LLC, Yacolt, WA	\$1,236,693.40
Colf Construction, LLC, Vancouver, WA	\$1,368,118.00
Tapani, Inc., Battle Ground, WA	\$1,379,000.00
Engineers' Estimate	\$1,089,000.00

The contractor is planning to meet the City's Apprenticeship Utilization goal of 3% by using 80 apprenticeship hours of the total expected 2600 project labor hours.

Advantage(s)

1. Provides effective water quality treatment of stormwater prior to entering Burnt Bridge Creek.
2. Provides infiltration of stormwater that reduces peak discharges to Burnt Bridge Creek.
3. Infiltration of stormwater provides for aquifer recharge.
4. Utilizes grant funds for City street stormwater improvements and City staff salaries.

Disadvantage(s)

None

Budget Impact

This project is funded in part through a State Water Quality Financial Assistance Grant. The grant covers project design, engineering, and construction costs. It requires a 25% cash match from the City which will come from the Surface Water Utility Fund.

Prior Council Review

Project funding was previously reviewed by Council as part of the 2023-2024 Surface Water Construction Capital Budget.

Action Requested

On 5/01/2023, award a construction contract for the NE Ross Street LID Retrofits project to the lowest responsive and responsible bidder, Western United Civil Group, LLC. of Yacolt, WA, USA at their bid price of \$942,156, inclusive of Washington State sales tax, and authorize the City Manager or designee to execute the same.

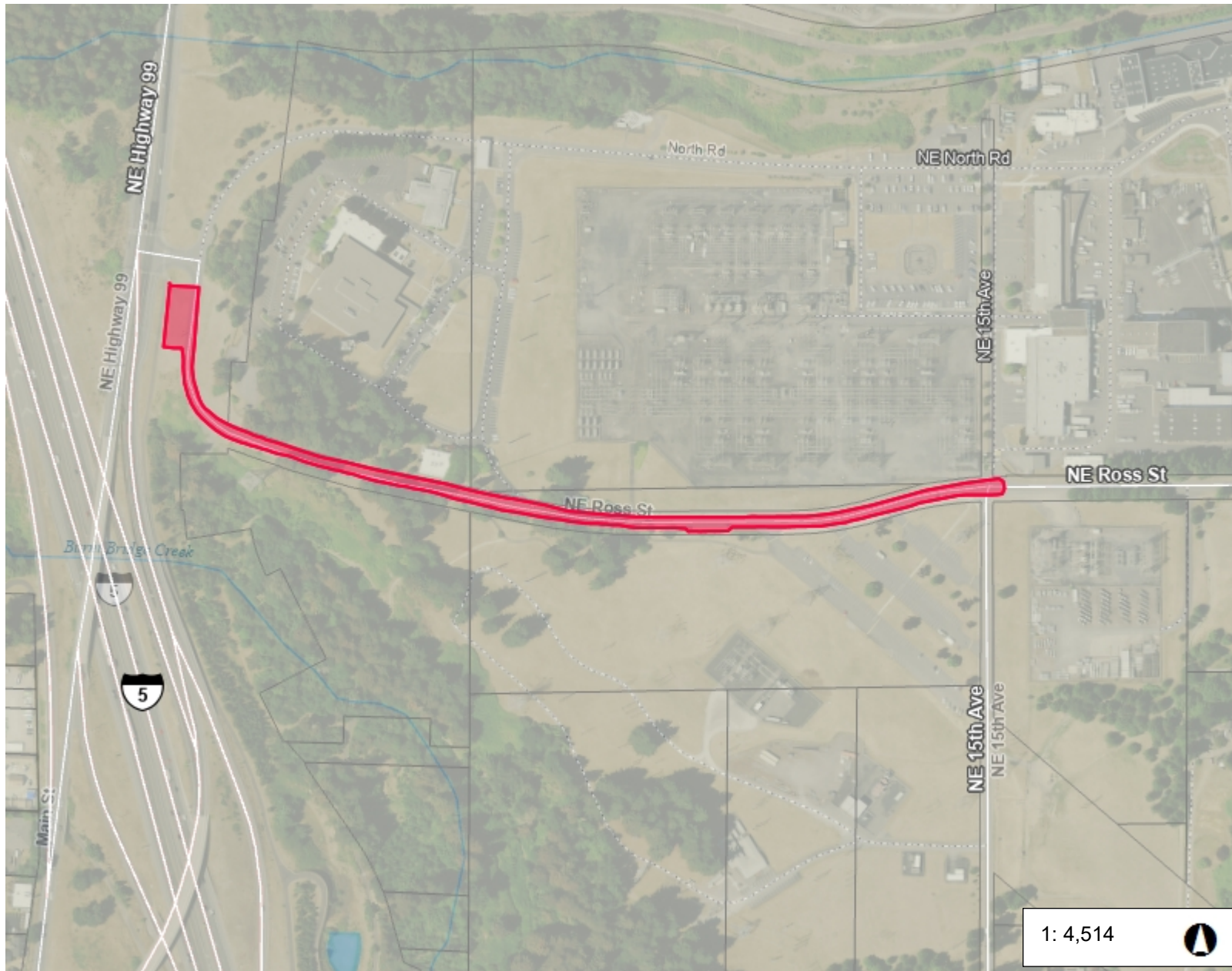
Mark Hazuka, Civil Engineer, 360-487-7183

ATTACHMENTS:

- ▣ Site Map
- ▣ Contract



NE Ross St LID Retrofits



Legend

- Taxlots
- All Roads**
 - Interstate or State Route
 - Arterial
 - Collector
 - Private or Other

Notes:

752.3 0 376.17 752.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information. Taxlot (i.e., parcel) boundaries cannot be used to determine the location of property lines on the ground.

1: 4,514





CONSTRUCTION CONTRACT # C-101206
ITB 23-08: NE Ross Street LID Retrofits

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 Western United Civil Group, 22414 NE Saint Helens View Rd., Yacolt, WA 98675 (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. 23-08 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 installation of two (2) bioretention stormwater facilities, including plants; and two (2) infiltration systems, including four (4) total drywells. The Contractor shall also install subsurface perforated pipes, storm mains, structures, and connect into the existing storm system and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

The Contract Work shall be Physically complete within 60 Working Days from the Notice to Proceed. Contract work shall be performed between June 1st and August 31st, 2023.

- 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) \$942,156.00 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. 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.

- 22. 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.

- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 29. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

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

1. Amendments to the Contract,
2. This Contract,
3. Addenda to the Solicitation,
4. The Solicitation,
5. Contractor's Bid,
6. Amendments to the 2022 WSDOT Standard Specifications,
7. Special Provisions,
8. WA State Dept of Ecology Insert,
9. Contract Plan Set,
10. City of Vancouver Standard Plans,
11. 2022 WSDOT Standard Specifications,
12. WSDOT Standard Plans.

31. 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:

Josiah Thomas
Western United Civil Group, LLC.
22414 NE Saint Helens View Rd.
Yacolt, WA 98675
josiah@westernucg.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:

Western United Civil Group, LLC.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

LABOR AND MATERIALS PAYMENT BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM. MUST BE ACCOMPANIED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN)

KNOW ALL MEN BY THESE PRESENTS:

We the Undersigned _____ as
PRINCIPAL (Contractor) and _____
a corporation organized and existing under and by virtue of the laws of the state of _____,
and duly authorized to do surety business in the state of Washington and named on
the current list of approved surety companies acceptable on federal bonds and conforming with the
underwriting limitations as published in the Authorized Insurance List in the State of Washington
published by the Office of the Insurance Commissioner and which carries an "A" rating and is of the
appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold
and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, unto CITY OF VANCOUVER, as OBLIGEE, in the sum of _____
Dollars (\$_____) in lawful money of the United States of
America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with
CITY OF VANCOUVER dated _____, 20____, which contract is hereunto annexed
and made a part hereof, for accomplishment of the all contract terms for the project described as
follows:

ITB 23-08: NE Ross Street LID Retrofits

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors,
corporations and/or others furnishing materials for or performing labor in the prosecution of the Work
provided for in the aforesaid contract, and any authorized extension or modification thereof, including
all amounts due for materials, equipment, mechanical repairs, transportation, tools and services
consumed or used in connection with the performance of such Work, and for all labor performed in
connection with such Work whether by subcontractor or otherwise, and all other requirements imposed
by law, then this obligation shall become null and void; otherwise this obligation shall remain in full
force and effect, subject, however, to the following condition:

The above-named PRINCIPAL and SURETY hereby jointly and severally agree that every claimant,
who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to
final judgment in for such sum or sums as may be justly due claimant, and have execution thereon. The
OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any
such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all
changes, extensions of time, alterations to the terms of the contract or to Work to be performed
thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's
undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time,
alteration or addition to the terms of the contract or to the Work or to the Specifications. Any such
change, extension of time, alteration or addition to the terms of the contract or to the Work or to the
Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount,
provided that the total of such increases shall not exceed twenty-five percent (25%) of the original
amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project.

SURETY shall indemnify, defend, and protect the CITY OF VANCOUVER against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, materialpersons, or any other person who provides supplies or provisions for carrying out the work.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

SURETY

CONTRACTOR

By: _____

By*: _____

Title: _____

Title: _____

Street Address

Street Address

City, State ZIP

City, State ZIP

Phone Number

Phone Number

* Must be signed by president or vice-president of Contractor.

PERFORMANCE BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM. MUST BE ACCOMPANIED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN)

KNOW BY ALL MEN BY THESE PRESENTS:

We the undersigned _____ as
PRINCIPAL (hereinafter called CONTRACTOR), and _____
a corporation organized and existing under and by virtue of the laws of the state of _____
_____ duly authorized to do surety business in the state of Washington and named on the
current list of approved surety companies acceptable on federal bonds and conforming with the
underwriting limitations as published in the Authorized Insurance List in the State of Washington
published by the Office of the Insurance Commissioner and which carries an "A" rating and is of the
appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold
and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, to pay to CITY OF VANCOUVER as OBLIGEE (hereinafter called CITY OF VANCOUVER), the
amount of _____ Dollars (\$ _____
_____) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with CITY OF VANCOUVER dated
_____, 20____, which Contract is hereunto annexed and made a part hereof, for
accomplishment of the all contract terms for the project described as follows:

ITB 23-08: NE Ross Street LID Retrofits

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall
promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions, and
agreements of the aforesaid contract and having performed its obligations thereunder, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by CITY OF VANCOUVER to be in default under the
Contract Documents for the project described herein, the SURETY shall promptly remedy the default by
completing the project in accordance with the Contract Documents and the project Specifications with a
contractor approved by the CITY OF VANCOUVER. SURETY, for value received, further stipulates and
agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or
Specifications for the above described contract are within the scope of the SURETY's undertaking on this
bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to
the terms of the contract or to the Work or to the Specifications. Any such change, extension of time,
alteration or addition to the terms of the contract or to the Work or to the Specifications shall
automatically increase the obligation of the Surety hereunder in a like amount, provided that such
increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the
consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive
payments made hereunder, until the full amount of the obligation is exhausted.

SURETY shall indemnify, defend, and protect the CITY OF VANCOUVER against any claim of
direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees,

subcontractors, or lower tier subcontractors of the CONTRACTOR) to faithfully perform the terms of the contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY OF VANCOUVER or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

SURETY

CONTRACTOR

By: _____

By*: _____

Title: _____

Title: _____

Street Address

Street Address

City State ZIP

City State ZIP

Phone Number

Phone Number

* Must be signed by president or vice-president of Contractor.



Staff Report: 073-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/1/2023

SUBJECT Amendment to the Interagency Agreement Between the City of Vancouver and the City of Washougal Relating to Law Enforcement Services

Key Points

- The current ILA expires on April 30, 2023.
- VPD has made conditional job offers for 2 Assistant Police Chiefs and expects to have both candidates with start dates by late June or early July 2023.
- To current ILA has augmented the capacity for the Police Chief and Assistant Police Chief and would like to continue with the Washougal Police Chief working at VPD at least 2 days per week.
- Currently the Washougal's police chief is assisting the Department with reviewing Internal Affairs investigations and policy oversight and will continue in that capacity.

Strategic Plan Alignment

Goal 2: Provide effective, innovative, and well-resourced police, fire, and emergency medical services

Present Situation

In November 2022, the City of Vancouver and City of Washougal entered into an ILA to provide immediate, part-time assistance to VPD's Office of the Chief. The current ILA expires on April 30, 2023. VPD has successfully recruited and made conditional job offers to highly qualified Assistant Chief candidates who are expected to begin working for the City of Vancouver in late June/early July 2023. We are requesting the current ILA be amended to reflect the extended date.

Advantage(s)

Police Chief Wendi Steinbronn is already working part-time for VPD and is able to continue in this role through the end of June to early July 2023.

Disadvantage(s)

The City will be required to reimburse Washougal for its law enforcement services at an hourly rate, but the costs have been budgeted.

Budget Impact

The City will reimburse the City of Washougal for the hours the Washougal Police Chief provides law enforcement services to VPD. VPD intends to utilize salary savings from the vacant Assistant Chief positions to fund the Interagency Agreement.

Prior Council Review

None

Action Requested

Authorize the City Manager or designee to execute the Interagency Agreement Between the City of Vancouver and the City of Washougal Relating to Law Enforcement Services.

Jeff Mori, Vancouver Police Chief, 360-487-7472

ATTACHMENTS:

- ▢ First Amendment to ILA with City of Washougal

**First Amendment to Interagency Agreement
Between the City of Vancouver and the City of Washougal
Relating to Law Enforcement Services**

WHEREAS, effective November 15, 2022, the City of Vancouver and the City of Washougal, both municipal corporations of the State of Washington, entered an Interagency Agreement Relating to Law Enforcement Services (“Interagency Agreement”), under which the City of Washougal, through its Police Department, provides the temporary services of the City of Washougal Police Chief (identified as a “Contract Officer” throughout the Interagency Agreement) to the City of Vancouver Police Department to supplement law enforcement staffing as Assistant Chief of Police on a contract basis; and

WHEREAS, the Interagency Agreement will terminate on April 30, 2023; and

WHEREAS, the Parties to the Interagency Agreement wish to extend it through July 7, 2023.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

1. The “Duration” section of the Interagency Agreement between the City of Vancouver and the City of Washougal Relating to Law Enforcement Services that became effective November 15, 2022, is amended as follows:

DURATION

The parties agree that the performance of the duties imposed on them by this Agreement will end on July 7, 2023.

2. Prior to its entry into force, this amendment will be posted on the City of Vancouver’s website, along with a copy of the original agreement or other electronically retrievable public source, along with the original Interagency Agreement.
3. All other provisions of the Interagency Agreement remain the same.

IN WITNESS WHEREOF, the City of Vancouver and the City of Washougal have signed this First Amendment as of the date and year written on the proceeding page:

Eric Holmes, City Manager

City of Vancouver

Dated: _____

David Scott, City Manager

City of Washougal

Dated: _____

Approved as to form:

Vancouver City Attorney

Approved as to form:

Washougal City Attorney



Staff Report: 074-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/1/2023
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

None

Action Requested

On Monday, May 1, 2023, approve ordinance on first reading, setting date of second reading and public hearing for Monday, June 5, 2023.

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

ORDINANCE - 9

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

ORDINANCE - 10

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

ORDINANCE - 11

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.

ORDINANCE - 12

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

ORDINANCE - 14

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

ORDINANCE - 15

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.

ORDINANCE - 17

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

ORDINANCE - 18

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.

ORDINANCE - 20

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

ORDINANCE - 21

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: 5/1/2023
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

None

Action Requested

On Monday, May 1, 2023, approve ordinance on first reading, setting date of second reading and public hearing for Monday, June 5, 2023.

Jim Demmon, Video Services Manager, 360-487-8706

ATTACHMENTS:

- ▢ Cable franchise extension ordinance
- ▢ Form of Letter of Promise and Acceptance
- ▢ Comcast Extension Signed

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



Staff Report: 076-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/1/2023
5/8/2023

SUBJECT Spring Supplemental Budget

Key Points

- Budget adjustments are made each year to reflect changes in revenues and expenditures that occur after the biennial budget is adopted.
- This supplemental budget is mostly administrative in nature. It includes a total increase in the City's 2023-24 appropriation of \$140.2 million.

Strategic Plan Alignment

The supplemental budget incorporates all the Strategic Plan Goals

Present Situation

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 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

Advantage(s)

1. The proposed budget adjustments will ensure that the City remains in compliance with state statutes that require all City expenditures to have an appropriation approved by ordinance.
2. Appropriations are provided for important City programs, services, and capital projects.

Disadvantage(s)

Proposed supplemental recommends spending a net amount of \$55.2 million of existing city resources across all funds.

Budget Impact

N/A

Prior Council Review

April 24, 2023 Workshop

Action Requested

On Monday, May 1, 2023, approve ordinance on first reading, setting date of second reading and public hearing for Monday, May 8, 2023.

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

ATTACHMENTS:

- ▣ Ordinance
- ▣ 2023 First Supplemental Budget - Attachments A-D

ORDINANCE M-_____

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

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Supplemental appropriations are needed to meet certain necessary expenditures to be incurred in 2023-24 which were not and could not reasonably have been foreseen at the time of adoption of the 2023-24 Budget. As required by RCW 35.34.120, there is hereby set forth in summary form the total adjustments of expenditure appropriations for each separate fund adjusted and the aggregate totals for all such funds combined, as set forth in Attachment "A" of this ordinance. Attachment "C" outlines specific capital projects included in the 2023-24 City of Vancouver Capital Budget.

Section 2. That a total of 7.6 full-time equivalent positions is added as identified in Attachment "B" to this ordinance. The position adjustments shall be made consistent with applicable civil service rules and personnel regulations. Attachment "D" of this ordinance contains amendments to the salary schedules for positions not covered by labor agreements.

Section 3. A separate special revenue fund is created to account for revenues and expenses associated with National Opioid Settlements. The new fund shall be named "National Opioid Settlements Fund" (Fund number 113).

Section 4. A separate special revenue fund is created to account for revenues and expenses associated with Multi-Family Tax Exemption Affordable Housing Payments. The new fund shall be named "Multi-Family Tax Exemption Affordable Housing Fund" (Fund number 127).

ORDINANCE - 1

Section 5. The “PIF – Acquisition & Development District 1” fund (number 171), created via ordinance M-3201 as recommended in staff report No. 148A-95, is no longer needed and is hereby eliminated.

Section 6. The “PIF – Acquisition & Development District 2” fund (number 172), created via ordinance M-3201 as recommended in staff report No. 148A-95, is no longer needed and is hereby eliminated.

Section 7. The “PIF – Acquisition & Development District 3” fund (number 173), created via ordinance M-3201 as recommended in staff report No. 148A-95, is no longer needed and is hereby eliminated.

Section 8. The “PIF – Acquisition & Development District 4” fund (number 174), created via ordinance M-3201 as recommended in staff report No. 148A-95, is no longer needed and is hereby eliminated.

Section 9. The “PIF – Acquisition & Development District 5” fund (number 175), created via ordinance M-3201 as recommended in staff report No. 148A-95, is no longer needed and is hereby eliminated.

Section 10. The “PIF – Acquisition & Development District 7” fund (number 177), created via ordinance M-3201 as recommended in staff report No. 148A-95, is no longer needed and is hereby eliminated.

Section 11. The “PIF –District 6 Exemption Fund” fund (number 192), created via ordinance M-3201 as recommended in staff report No. 148A-95, is no longer needed and is hereby eliminated.

ORDINANCE - 2

Section 12. The “PIF –District 7 Exemption Fund” fund (number 193), created via ordinance M-3201 as recommended in staff report No. 148A-95, is no longer needed and is hereby eliminated.

Section 13. As reported in SR No. _____ the appropriations made in this ordinance are necessary to meet certain necessary expenditures that will be incurred in 2023-24 which were not and could not reasonably have been foreseen at the time of adoption of the 2023-24 Budget; an emergency is hereby declared, and this ordinance shall go into effect immediately upon final passage.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____

SIGNED this _____ day of _____, 2023.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 3

ORDINANCE SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to the 2023-24 Biennial Budget and making various appropriations in various funds; declaring an emergency. Supplemental appropriations are needed to meet certain necessary expenditures to be incurred in 2023-24 which were not and could not reasonably have been foreseen at the time of adoption of the 2023-24 Budget: providing for an immediate effective date.

ORDINANCE - 4

Fund	2023 First Supplemental (2023-24)
Operating Budget	
General, Street, and Fire Funds	
General Fund	5,568,797
Street Fund	166,721
Street Funding Initiative - Operating Fund	5,564,634
Fire Fund	2,338,774
Total General, Street, and Fire Funds	13,638,926
Special Revenue Funds	
Drug Enforcement Fund	7,200
CED Grants	36,000
Tourism Fund	90,000
Affordable Housing	(8)
American Rescue Plan Act Fund	8,250,000
Criminal Justice Fund	317,565
Economic Development Fund	156,000
Fire Equipment Fund	5,180,238
Emergency Ambulance Services Contract Admin Fund	247,713
Capital Funds	
Street Funding Initiative - Capital Fund	406,870
Enterprise Funds	
City Tree Reserve Fund	
Surface Water Management Fund	75,913
Water Utility Fund	1,976,666
Sewer Utility Fund	206,800
Airport Fund	262,050
Building Inspection Fund	134,950
Solid Waste Fund	1,011,000
Parking Services Fund	214,000
Internal Service Funds	
Facilities Asset Management and Replacement Reserve	74,920
Equipment Services Operations Fund	1,052,714
Equipment Services Capital Fund	794,113
Facilities Maintenance Services Fund	339,807
Grounds Services Fund	670,030
Internal Administrative Services Fund	
Fiduciary Funds	
SW Washington Regional SWAT Team Fund	193,324
City/County Cable TV Fund	383,805
PEG Capital Support Fund	390,374
Total Other Funds Expense Budget	22,472,044
Total Operating Expense Budget	36,110,970

Fund	2023 First Supplemental (2023-24)
Capital Budget	
Capital Project Funds	
General Fund Capital	12,330,250
Parkhill Cemetery Improvement Fund	79,839
Transportation Capital Fund	1,273,000
Street Funding Initiative - Capital Fund	14,528,309
Fire Acquisition Fund	2,370,406
Capital Improvement Fund	8,523,205
VNHR Property Capital	611,893
Parks Construction Fund (Capital Projects only)	4,708,917
Drainage Construction Fund	1,807,294
Water Construction Fund	12,786,083
Sewer Construction Fund	7,364,335
Airport	600,000
Total Capital Project Funds	67,071,531
Capital Funding Transfers Supporting COV Capital Projects Budget	
General Fund	11,124,424
Street Funding Initiative Operating	6,593,809
American Rescue Plan Act Fund	1,969,794
REET 1 (2002 Special Revenue Fund)	4,000,000
PIF - Acq & Dev District 2	(336,092)
PIF - Acq & Dev District 3	(148)
PIF - Acq & Dev District 4	(1,927,101)
PIF - Acq & Dev District 7	(306,302)
PIF - District A	66,406
PIF District B	2,215,677
PIF - District C	1,827,249
Surface Water Management Fund	255,349
Water Utility Fund	5,335,219
Sewer Utility Fund	221,400
Facilities Asset Mgmt and Replacement Reserve Fund	5,715,910
Internal Administrative Services Fund	300,000
Total Transfers for Capital	37,055,594
Total Capital Expense Budget	104,127,125
Total Operating and Capital Expense Budget	140,238,095

City of Vancouver
2023 First Supplemental Summary of FTE Changes

ATTACHMENT B

Fund - Department	Job Classification	Position Type	2023 FTE Changes
001 General Fund			
City Manager's Office	Associate Planner		(1.00)
	Program Coordinator		(2.00)
	Associate Climate Project Coordinator		1.00
	Homeless Outreach Specialist		2.00
City Manager's Office Total			0.00
City Manager's Office - Diversity, Inclusion & Equity (DEI)	Program Coordinator		(1.00)
	DEI Project Coordinator		1.00
City Manager's Office - Diversity, Inclusion & Equity (DEI) Total			0.00
Community Development	Associate Planner	New - Regular	1.00
	Senior Planner	New - 2 Yr Limited Term	1.00
Community Development Total			2.00
Economic Prosperity and Housing	Associate Planner		(1.00)
	Associate Project Coordinator		2.00
	Housing Project Coordinator		(1.00)
	Principal Project Manager		3.00
	Real Estate Project Manager		(3.00)
	Senior Project Coordinator		1.00
	Senior Planner		(1.00)
Economic Prosperity and Housing Total			0.00
Legal	Investigator		(1.00)
	Legal Investigator		1.00
Legal Total			0.00
Parks, Recreation & Cultural Services	Communications Specialist		(1.00)
	Park Development Services Manager		1.00
	Recreation Coordinator	New - Regular	(0.50)
	Recreation Specialist	New - Regular	1.00
	Senior Communications Specialist		1.00
	Senior Park Developer		(1.00)
Parks, Recreation & Cultural Services Total			0.50
Police	Assistant Police Chief		(1.00)
			1.00
	Deputy Police Chief		1.00
	Police Officer		(1.00)
			(1.00)
Police Total			(1.00)
001 General Fund Total			1.50
103 Street Funding Initiative - Operating Fund			
Streets & Transportation	Principal Planner	New - Regular	1.00
Streets & Transportation Total			1.00
103 Street Funding Initiative - Operating Fund Total			1.00
108 CED Grants Fund			
Economic Prosperity and Housing	Assistant Planner		1.00
	Associate Housing Project Coordinator		(1.00)
Economic Prosperity and Housing Total			0.00
108 CED Grants Fund Total			0.00
111 Affordable Housing Fund			
Economic Prosperity and Housing	Associate Housing Project Coordinator		(2.00)
	Associate Project Coordinator		2.00
Economic Prosperity and Housing Total			0.00
111 Affordable Housing Fund Total			0.00
151 Fire Fund			
Fire	Business Intelligence Analyst		1.00
	Fire Battalion Chief	New - Regular	2.00
	Management Analyst		(1.00)
Fire Total			2.00
151 Fire Fund Total			2.00

City of Vancouver
2023 First Supplemental Summary of FTE Changes

ATTACHMENT B

Fund - Department	Job Classification	Position Type	2023 FTE Changes
444 Surface Water Management Fund			
Environmental Resources	Water Resources Educator		(1.00)
Environmental Resources Total			(1.00)
444 Surface Water Management Fund Total			(1.00)
445 Water Utility Fund			
Construction Services	Senior Civil Engineer	New - 4 Yr Limited Term	1.00
	Senior Construction Inspector	New - 4 Yr Limited Term	1.00
Construction Services Total			2.00
Environmental Resources	Communications Specialist		(1.00)
	Water Resources Educator		1.00
Environmental Resources Total			0.00
Operations & Maintenance	Senior Accounting Clerk		4.00
	Utility Accounting Clerk		(4.00)
Operations & Maintenance Total			0.00
Public Works Admin	Senior Communications Specialist		(1.00)
Public Works Admin Total			(1.00)
445 Water Utility Fund Total			1.00
483 Building Inspection Fund			
Community Development	Associate Plans Examiner		(2.00)
	Senior Plans Examiner		2.00
Community Development Total			0.00
483 Building Inspection Fund Total			0.00
504 Fleet Services Operation Fund			
Operations & Maintenance	Mechanic		(2.00)
	Fleet Services Technician		2.00
Operations & Maintenance Total			0.00
504 Fleet Services Operation Fund Total			0.00
507 Facilities Maintenance Services Fund			
General Services	Building Repair Specialist		(1.00)
	Electrician		1.00
	HVAC Technician		(1.00)
	Senior Facilities Maintenance Specialist		1.00
General Services Total			0.00
507 Facilities Maintenance Services Fund Total			0.00
508 Grounds Services Fund			
City Manager's Office	Program Coordinator		(1.00)
	Homeless Encampment Response Coordinator		1.00
City Manager's Office Total			0.00
Operations & Maintenance	Maintenance Specialist		(1.00)
	Senior Grounds Maintenance Specialist		1.00
Operations & Maintenance Total			0.00
508 Grounds Services Fund Total			0.00
509 Self-Insured Worker's Comp & Liability Fund			
Risk	Safety Coordinator		(1.00)
	ADA Coordinator		1.00
Risk Total			0.00
509 Self-Insured Worker's Comp & Liability Fund Total			0.00
510 Internal Administrative Services Fund			
City Manager's Office - Communications & Outreach	Communications Specialist		(1.00)
			1.00
	Senior Communications Specialist		1.00
			(1.00)
			1.00
	Strategic Communications Manager		1.00
City Manager's Office - Communications & Outreach Total			2.00
Finance	Procurement Specialist		(1.00)
	Senior Procurement Specialist		1.00
	Senior Support Specialist	New - Regular	0.10
Finance Total			0.10

City of Vancouver
2023 First Supplemental Summary of FTE Changes

ATTACHMENT B

Fund - Department	Job Classification	Position Type	2023 FTE Changes
Information Technology	Computer Services Manager		1.00
	Computer Technician		(1.00)
	Computer Technician Supervisor		(1.00)
	Deputy IT Director		1.00
	GIS and Data Manager		1.00
	GIS Manager		(1.00)
	Infrastructure Manager		1.00
	IT Application Services Manager		(1.00)
	IT Applications Manager		1.00
	IT System Administration Supervisor		(1.00)
	IT Systems Analyst		(1.00)
	IT Technical Services Manager		(1.00)
	Lead Help Desk Specialist		1.00
	Public Safety Technology Manager		1.00
	Senior IT Systems Analyst		1.00
Information Technology Total			1.00
510 Internal Administrative Services Fund Total			3.10
655 City/County Cable TV Fund			
City Manager's Office - Communications & Outreach	Senior Support Specialist		1.00
	Support Specialist		(1.00)
City Manager's Office - Communications & Outreach Total			0.00
655 City/County Cable TV Fund Total			0.00
Grand Total			7.60

City of Vancouver 2023 First Supplemental Budget

Capital Project Changes

Attachment C

Project Name	Capital Project Budget Change
General / Asset Management	
Fourth Plain Commons	1,529,794
Heights Development Phase 1 Design/Planning	330,250
Multiple Property Acquisitions for Economic Development	12,000,000
Cemetery Survey for New Graves	41,625
Park Hill Cemetery Data Line Installation	38,214
City Hall - Upgrade Video Surveillance	22,670
Esther Short Park - Study of Reconfiguration of Storage and Pump house location	50,000
Ladder/Roof Fall Protection for City Facilities	24,960
Marshall Center - Upgrade Heat Recovery System	150,000
Marshall Center Fire panel upgrade	125,000
Waterfront Gateway Modification	5,500,000
Legal City Hall Footprint Reduction	300,000
VPD East - Replace Roof	227,972
City Hall - S2 Access Control Upgrade and Server Install	115,000
415 Building Project	92,495
VPD West Gate Controls/Motor	36,364
VPD East Gate Controls/Motor	36,364
Heights Development Phase 1 Design/Planning	18,182
Pearson Airport Terminal Remodel	350,000
Pearson Airfield Solar Panel System	250,000
Marshall Center - Rebuild Elevator	38,950
Firstenburg Multi Room Cooling Unit Project	161,454
General / Asset Management Total	21,439,294
General - Fire Construction	
Fire Station 11 Development	211,421
VFD Apparatus Bay overhead doors	300,000
Fire Station 3 Relocation	700,000
Fire Station 9 - Replace Fire Panel	22,000
Fire Station 9 - Add ADA Restroom	34,901
Fire Boathouse Fire Panel Replacement	22,084
Fire station 5 boiler and HVAC Upgrades	800,000
Fire Station 7 AC Split Unit	30,000
Fire Stations Fire panels	250,000
City Wide Fire Panel upgrades	182,000
General - Fire Construction Total	2,552,406
Historic Trust	
Officer's Row Grant House Roof Replacement	291,893
Officer's Row Sidewalk Repair	75,000
Historic Reserve Duplex Air Conditioning Installations	60,000
Historic Reserve Grant House Tenant Improvements	125,000
Grant House Painting Interior and Exterior	60,000
Historic Trust	611,893

Project Name	Capital Project Budget Change
Parks	
Bagley Community Park Development	440,000
Esther Short Playground	256,000
Heights Park	124,424
Lauren Park Development	(100,000)
Marshall Park Inclusive Nature Play for All	200,000
Raymond E Shaffer Park Development	1,424,703
Esther Short Park Playground/Restroom Master Plan Operations & Maintenance	87,000
Fruit Valley Park Play Equipment Replacement	1,000,000
Stein Park Parcel Acquisition	376,790
Marshall Park Restroom Upgrade	900,000
Parks Total	4,708,917
Surfacewater	
Central Fourth Plain	10,570
Columbia Slope Stormwater Retrofit Evaluation Study	239,000
Columbia Way to Columbia River Retrofits	415,000
East Mill Plain CTC Basin Study	(400,000)
East Orchards Fourth Plain Water Quality Retrofits - Grant	565,000
Fruit Valley Neighborhood Storm Retrofit	(150,000)
Hearthwood Infiltration Expansion	(300,000)
Heights District Redevelopment	255,349
Image Infiltration Expansion	74,700
Primrose Court Swale Retrofit	(145,000)
SE 17th Street Outfall	(160,000)
SE 18th Cir & SE 113th Ave Storm Sewer Upgrade	(200,000)
W 22nd St & Thompson	69,000
NE Ross Street Low Impact Development (LID) Retrofit	767,675
NE Fourth Plain (123rd-131st South) Water Quality Retrofits - Grant	662,000
Blandford Drive Subbasins Low Impact Development (LID) Retrofits - Grant	(680,500)
East Mill Plain Underground Injection Control (UIC) Treatment	15,000
Fruit Valley Road	(300,000)
Local Source Control Partnership	23,800
Columbia Slope Water Quality Monitoring	995,000
Stormwater Pollution Enhanced Source Control Implementation	5,700
Columbia Slope Culvert - Chelsea	5,000
162nd Burnt Bridge Creek Pump Replacement	40,000
Surfacewater Total	1,807,294
Transportation/ Streets	
Heights District Redevelopment	266,729
McGillivray Boulevard - Chkalov Drive to Village Loop Complete Street	250,000
NE 33rd Street - Main Street to P Street Complete Street Project	100,000
NE 29th Street - Kauffman Avenue to Neals Lane Complete Street Project	250,000
St. Johns/St. James - 4th Plain Boulevard to City Limits	300,000
SE 34th Street Complete Street Project	1,300,000
NE 184th Avenue - SE 1st Street to NE 4th Street	3,500,000
Fourth Plain Safety & Mobility - Fort Vancouver Way to Andresen	250,000
137th Ave Corridor - 49th to Fourth Plain	1,100,000

Project Name	Capital Project Budget Change
Evergreen Trail - Chelsea to Image	133,000
Fourth Plain & Stapleton Intersection Improvements	30,000
NE 192nd Ave and 13th St Signal Improvement	75,000
Traffic Signal Sustainability2	105,000
Fourth Plain Road Diet - F St to Fort Vancouver Way	550,000
NW Neighborhood Connectivity (Lincoln Sidewalks)	150,000
Traffic Circle at Waterfront Way/Esther Street	517,500
NE 192nd Avenue - NE 18th Street to SE 1st Street	1,250,000
State Route 500 - 54th and 42nd Intersection Improvements	80,000
Hazel Dell Avenue and Burnt Bridge Creek Trail Crossing Improvements	500,000
NW 32nd - Lower River Rd to NW 61st St	5,094,080
Transportation/Streets Total	15,801,309
Wastewater - Collection & Treatment	
Burnt Bridge Creek Interceptor - PH 2	(680,000)
Burnt Bridge Creek Interceptor - PH 3	(240,000)
Burnt Bridge Creek Interceptor - PH 4	(575,000)
Burnt Bridge Creek Pump Station Upgrade	(1,440,000)
Capital Preservation - Collection System	1,000,000
Capital Preservation and Compliance	(290,000)
East Interceptor Rehab Ph 1 & Ph 2	(1,000,000)
East Vancouver - North(392 Parcels)	(800,000)
Heights District Redevelopment	42,765
IR - Interceptor Rehabilitation	1,000,000
Main Industrial Pump Station Upgrade	407,600
Marine Park Bar Screens Upgrade	29,800
Marine Park UV Upgrade	350,000
NE 22nd Ave Pump Station Removal and Gravity Extension	300,000
NE 60th Street Sewer Improvements (SCIP)	800,000
Southside Interceptor Rehab Ph 2	600,000
Southside Interceptor Rehab Ph 3	1,500,000
Southside Interceptor Rehab Ph 4 & Ph 5	1,000,000
Vista Robles Sewer Improvements (SCIP)	200,000
West Vancouver Phase 1 (Sewer Connection Incentive Program (SCIP))	(940,000)
Westside Blower	16,600
Westside Centrifuge Replacement	55,270
Westside Electrical Upgrade Design	950,000
Westside Solids Planning	(371,200)
Wye Rehab/Replacement	100,000
Maplecrest Pump Station Reconstruct & Force Main Extension	1,000,000
Westridge Pump Station & Fishers Pump Station Discharge Upgrade	(800,000)
SE 1st St. 164th to 192nd Ave Design	400,000
Marine Park Solids Conveyance Feasibility Study	149,000
Westside Schwing Pump Replacement	939,500
Westside W1 Protection - Immediate Needs	120,000
SEH Industrial Pump Station	350,000

Project Name	Capital Project Budget Change
G2 Sewer Basin/Trunk Interceptor Realignment	1,900,000
Fourth Plain Sewer Improvements - Broadway St to F St	420,000
Marine Park Influent Pump Replacement	800,000
NE 49th St at 22nd Ave Sewer Improvements (SCIP)	70,000
Wastewater - Collection & Treatment Total	7,364,335
Water	
99th St Extension, 94th Ave to 104th Ave County	389,000
9th St to 18th St, 112th Ave to 129th Ave (T-36)	5,000,000
BNSF 4th Plain Crossing (T-3)	13,499
Haagen Park, North of 9th St (T-37)	10,000
Heights District Redevelopment	330,534
Water Station 3 Reservoir/Tower/Booster Replace	180,000
Water Station 5 Reservoir, Pump, E-Power	1,949,125
Polyfluoroalkyl Substances (PFAS) Studies	549,723
Heights High Ground Water Development Water Rights	139,791
Water Station 7 Hypochlorite Generation System	619,465
SCADA Firewall/Security/Data Consent	14,731
Water Main NE 49th St-NE 15th Ave to St. Johns	298,599
WTR - Ellsworth Hypochlorite Generation	250,000
17th St to McLoughlin Blvd, F St to I-5 (D-3)	141,616
Ellsworth Water Station New Roof	600,000
Water Station 14 Polyfluoroalkyl Substances (PFAS) Treatment System	1,100,000
Water Station 1 Twin 4.0 MG Reservoirs	1,200,000
Water Total	12,786,083
Grand Total	67,071,531

2023 Non Union Exempt & Non-Exempt Schedule

Classification	Low Range	Mid-Range	Top Range
35 Exempt Positions Deputy City Manager	208,749 17,396	245,587 20,466	282,425 23,535
Non-Exempt Positions No Active Classifications			
34 No Active Classifications	198,808 16,567	233,892 19,491	268,976 22,415
33 No Active Classifications	189,341 15,778	222,754 18,563	256,167 21,347
32 Exempt Positions City Attorney Fire Chief Police Chief	180,325 15,027	212,147 17,679	243,969 20,331
Non-Exempt Positions No Active Classifications			
31 Exempt Positions Public Works Director	171,738 14,312	202,045 16,837	232,351 19,363
Non-Exempt Positions No Active Classifications			
30 Exempt Positions Chief Financial Officer Communications Director Community Development Director <i>Deputy Police Chief</i> Diversity, Equity and Inclusion Director Economic Development Director General Services Director Human Resources Director Information Technology Director Parks and Recreation Director	163,560 13,630	192,423 16,035	221,287 18,441
Non-Exempt Positions No Active Classifications			

2023 Non Union Exempt & Non-Exempt Schedule

Classification	Low Range	Mid-Range	Top Range
29	155,771	183,260	210,750
Exempt Positions	12,981	15,272	17,562
Assistant Police Chief			
Deputy City Attorney			
Deputy Fire Chief			
Non-Exempt Positions			
No Active Classifications			
28	148,354	174,534	200,714
No Active Classifications	12,363	14,544	16,726
27	141,289	166,223	191,156
No Active Classifications	11,774	13,852	15,930
26	134,561	158,307	182,053
Exempt Positions	11,213	13,192	15,171
City Engineer			
Deputy Community Development Director			
Deputy Economic Development Director			
Deputy Finance Director			
Deputy Human Resources Director			
Deputy Information Technology Director			
Operations Division Manager			
Program and Policy Development Manager			
Transportation Division Manager			
Non-Exempt Positions			
No Active Classifications			
25	128,154	150,769	173,384
Exempt Positions	10,680	12,564	14,449
Assistant City Attorney III			
Capital Projects Division Manager			
City Prosecutor			
Construction Services Division Manager			
Fire Marshal			
IT Application Services Manager			
IT Technical Services Manager			
Non-Exempt Positions			
No Active Classifications			

2023 Non Union Exempt & Non-Exempt Schedule

Classification	Low Range	Mid-Range	Top Range
24	122,051	143,589	165,128
Exempt Positions	10,171	11,966	13,761
Development Review Division Manager			
Recreation Services Manager			
Park Development Services Manager			
Non-Exempt Positions			
No Active Classifications			
23	116,239	136,752	157,265
Exempt Positions	9,687	11,396	13,105
Assistant City Attorney II			
Budget Manager			
Treasurer			
<i>IT Infrastructure Manager</i>			
Non-Exempt Positions			
No Active Classifications			
22	110,704	130,240	149,776
Exempt Positions	9,225	10,853	12,481
Accounting Manager			
<i>Applications Manager</i>			
Building Official			
Engineering Program Manager			
<i>GIS and Data Manager</i>			
Procurement Manager			
Public Works Finance & Asset Manager			
Non-Exempt Positions			
No Active Classifications			
21	105,432	124,038	142,644
Exempt Positions	8,786	10,337	11,887
Airport Manager			
Cultural Services Manager			
Emergency Preparedness Manager			
Environmental Services Manager			
Homeless Response Manager			
IT System Administration Supervisor			
Risk and Safety Manager			
Senior Civil Engineer			
Senior Traffic Engineer			

2023 Non Union Exempt & Non-Exempt Schedule

Classification	Low Range	Mid-Range	Top Range
Non-Exempt Positions No Active Classifications			
20	100,412	118,131	135,851
Exempt Positions	8,368	9,844	11,321
Assistant Building Official Assistant Fire Marshal City Surveyor <i>Computer Services Manager</i> GIS Manager Housing Programs Manager Land Use Program Manager Long Range Planning Program Manager Operations Superintendent Operations Superintendent Parking District Manager <i>Public Safety Technician Manager</i> Senior IT Systems Analyst Utilities Administration Manager			
Non-Exempt Positions No Active Classifications			
19	95,630	112,506	129,382
Exempt Positions	7,969	9,376	10,782
Capital Projects Manager Housing Project Manager <i>Principal Project Manager</i> Performance Analyst Principal Planner Real Estate Project Manager <i>Principal Project Manager</i> Senior Policy Advisor Senior Policy Analyst			
Non-Exempt Positions No Active Classifications			

2023 Non Union Exempt & Non-Exempt Schedule

Classification	Low Range	Mid-Range	Top Range
18	91,076	107,149	123,221
Exempt Positions	7,590	8,929	10,268
Business Intelligence Analyst			
Civil Engineer			
Community Engagement Manager			
GIS Supervisor			
IT Systems Analyst			
Payroll Manager	91,076	107,149	123,221
Professional Land Surveyor	7,590	8,929	10,268
Recreation Facility Manager			
Senior Budget Analyst			
Strategic Communications Manager			
Technical Engineering Supervisor			
Traffic Engineer			
Video Services Manager			
Non-Exempt Positions			
Computer Technician Supervisor			
17	86,739	102,046	117,353
Exempt Positions	7,228	8,504	9,779
Assistant City Attorney I			
DEI Business Partner			
Environmental Scientist			
Housing Project Coordinator			
Senior Project Coordinator			
Human Resources Business Partner			
Internal Auditor			
Lead Human Resources Analyst			
Police Records Manager			
Property Management Specialist			
Real Estate Project Coordinator			
Senior Project Coordinator			
Senior Financial Analyst			
Senior Park Planner			
Senior Planner			
Non-Exempt Positions			
No Active Classifications			

2023 Non Union Exempt & Non-Exempt Schedule

Classification	Low Range	Mid-Range	Top Range
16	82,609	97,187	111,765
Exempt Positions	6,884	8,099	9,314
Associate Civil Engineer			
Associate Traffic Engineer			
Budget Analyst			
Fleet Services Emergency Supervisor			
Fleet Services Supervisor			
Finance and Logistics Supervisor			
Permit Center Supervisor			
Safety Officer			
Senior Communications Specialist	82,609	97,187	111,765
Senior Park Developer	6,884	8,099	9,314
Workers' Compensation Analyst			
Non-Exempt Positions			
Senior Digital Forensics Investigator			
15	78,675	92,559	106,443
Exempt Positions	6,556	7,713	8,870
ADA Coordinator			
Financial Analyst			
Finance Supervisor			
Human Resources Analyst			
Human Resources Coordinator			
Principal Accountant			
Recreation Services Supervisor			
Safety Coordinator			
Senior Management Analyst			
Senior Procurement Specialist			
Solid Waste Supervisor			
Urban Forester			
Utility Service Supervisor			
Volunteer Coordinator			
Non-Exempt Positions			
Neighborhood Coordinator			

2023 Non Union Exempt & Non-Exempt Schedule

Classification	Low Range	Mid-Range	Top Range
14 Exempt Positions Associate Planner Associate Climate Project Coordinator Associate Housing Project Coordinator Associate Project Coordinator Associate Real Estate Project Coordinator Associate Project Coordinator Evidence Supervisor Park Developer Non-Exempt Positions Senior Computer Technician Web Content Manager	74,929 6,244	88,151 7,346	101,374 8,448
13 Exempt Positions Construction Project Coordinator Executive Assistant to the City Manager Police Records Supervisor Records Supervisor Senior Legal Assistant Non-Exempt Positions Digital Forensics Investigator Solid Waste Analyst	71,361 5,947	83,954 6,996	96,547 8,046
12 Exempt Positions No Active Classifications Non-Exempt Positions Communications Specialist Community Liaison Computer Technician Management Analyst Procurement Specialist Senior Accountant Water Resources Educator	67,963 5,664	79,956 6,663	91,949 7,662

2023 Non Union Exempt & Non-Exempt Schedule

Classification	Low Range	Mid-Range	Top Range
11	64,726	76,149	87,571
Exempt Positions	5,394	6,346	7,298
Parking Supervisor			
Non-Exempt Positions			
Communications Coordinator			
Executive Assistant to the City Council			
Material Control Coordinator			
Video-Multimedia Producer			
10	61,644	72,522	83,401
Exempt Positions	5,137	6,044	6,950
No Active Classifications			
Non-Exempt Positions			
Administrative Assistant			
Assistant Planner			
DEI Project Coordinator			
Homeless Encampment Response Coordinator			
Homeless Outreach Specialist	61,644	72,522	83,401
Human Resources Specialist	5,137	6,044	6,950
Program Coordinator			
Video Services Coordinator			
9	58,709	69,069	79,429
Exempt Positions	4,892	5,756	6,619
No Active Classifications			
Non-Exempt Positions			
Associate Accountant			
8	55,913	65,780	75,647
Exempt Positions	4,659	5,482	6,304
No Active Classifications			
Non-Exempt Positions			
Resources Service Technician			
7	53,250	62,648	72,045
Exempt Positions	4,438	5,221	6,004
No Active Classifications			
Non-Exempt Positions			
Senior Support Specialist			
Volunteer Program Assistant			

2023 Non Union Exempt & Non-Exempt Schedule

Classification	Low Range	Mid-Range	Top Range
6	50,715	59,664	68,614
No Active Classifications	4,226	4,972	5,718
5	48,300	56,823	65,347
Exempt Positions	4,025	4,735	5,446
No Active Classifications			
Non-Exempt Positions			
Support Specialist			
4	46,000	54,117	62,235
No Active Classifications	3,833	4,510	5,186
3	43,809	51,540	59,271
No Active Classifications	3,651	4,295	4,939
2	41,723	49,086	56,449
No Active Classifications	3,477	4,091	4,704
1	39,736	46,749	53,761
No Active Classifications	3,311	3,896	4,480
Department Aid	32,739	38,516	44,293
	2,728	3,210	3,691



TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/1/2023

SUBJECT Appointments to the Aviation Advisory Committee

Present Situation

The Aviation Advisory Committee (AAC) provides advice and recommendations to the Airport Manager, City Manager, and City Council, as well as other city departments, regarding the management and operations of the Airport and other aviation related issues affecting Pearson Field Airport and the City of Vancouver.

A recruitment took place for the relaunch of the AAC to fill the entire committee of nine (9) seats.

Three separate council committees conducted interviews of AAC applicants to nominate candidates for appointments. Each of those council committees were responsible for appointing three (3) seats; 1 three-year term, 1 two-year term and 1 one-year term. Of their three seats, they were also selecting up to 1 airport tenant each.

The Mayor interviewed five (5) candidates and nominates Kristin Reef for a 1-year term, Barend Levie for a 2-year term and Kevin Lux for appointment to a 3-year term. These appointments would begin May 15, 2023.

Councilmember Hansen's committee interviewed five (5) candidates and nominates Jose Lopez for a 1-year term, Michael Kelly for a 2-year term and Brittany Sulitzer for appointment to a 3-year term. These appointments would begin May 15, 2023.

Councilmember Stober's committee interviewed four (4) candidates and nominates William Weaver for a 2-year term and Peggy Keith for appointment to a 3-year term. These appointments would begin May 15, 2023.

Councilmember Stober's committee will be appointing the final candidate at a future date.

Action Requested

Appoint Kristin Reef and Jose Lopez to the Aviation Advisory Committee, terms beginning May 15, 2023, and expiring May 15, 2024; appoint Barend Levie, Michael Kelly and William Weaver to

the Aviation Advisory Committee, terms beginning May 15, 2023, and expiring May 15, 2025; appoint Kevin Lux, Brittany Sulitzer and Peggy Keith to the Aviation Advisory Committee, terms beginning May 15, 2023, and expiring May 15, 2026.

Council Committee 1, 2 and Mayor

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:

\$ 3,411,720.66 this 1st day of May 2023.

DocuSigned by:
Anne McEnerny-Ogle
MAYOR

Natasha Ramras
AUDITING OFFICER

DocuSigned by:
Ty Stob
COUNCILMEMBER

DocuSigned by:
W. R.
COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
April 17, 2023 - April 23, 2023	Accounts Payable Checks (see attached)	\$ 3,377,627.33
April 17, 2023 - April 23, 2023	Hansen City Payments (see attached)	\$ 30,828.75
April 17, 2023 - April 23, 2023	Visa Refunds (see attached)	\$ 3,264.58
April 17, 2023 - April 23, 2023	Payroll Checks (see attached)	\$ -
TOTAL		\$ 3,411,720.66

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Miscellaneous Payment	Check	10738	4/19/2023	74.81	Ascent Electric LLC	MPE-336126 (jobsite: 19333 SE Brady Rd)
Miscellaneous Payment	Check	10739	4/19/2023	200.00	Bob Senning	Refund of initial hanger #I-5 deposit
Miscellaneous Payment	Check	10740	4/19/2023	400.00	Davis Bergman	Claim Payment - DOL: 04/08/23 - Risk
Miscellaneous Payment	Check	10741	4/19/2023	6,733.20	Earthworks Excavating Services, Inc	Invoice # WA10-23 - John Paul and Susan Paul (504 SE 95th Ave)
Miscellaneous Payment	Check	10742	4/19/2023	5,663.70	Earthworks Excavating Services, Inc	Invoice #WA13-23 - James V Chriss II (7303 NE 133rd Ave)
Miscellaneous Payment	Check	10743	4/19/2023	14.18	ESTATE OF RONNIE SIMMONS	Refund of overpayment of loan 970009
Miscellaneous Payment	Check	10744	4/19/2023	11.62	JOHN L MCMILLAN AND STEPHANIE L MCMILLAN	Refund of overpayment to loan #6000497
Miscellaneous Payment	Check	10745	4/19/2023	33.55	KRYSTAL SANCHEZ	On Street Permit Refund COV12210
Miscellaneous Payment	Check	10746	4/19/2023	46.45	Nick Shiroma	Refund of parking permit
Miscellaneous Payment	Check	10747	4/19/2023	287.00	O'Reilly Auto Parts	Refund duplicate payment of Invoice #77048366.
Miscellaneous Payment	Check	10748	4/19/2023	61.47	Progress Electric LLC	MPE-335844 (jobsite: 10508 Se 5th Street)
Miscellaneous Payment	Check	10749	4/19/2023	103.50	Ryan Preston	
Miscellaneous Payment	Check	10750	4/19/2023	6,678.90	Sark Point Inc.	Invoice #1470 - John Cantrell (15502 SE 3rd St)
Miscellaneous Payment	Check	10751	4/19/2023	33.55	STACEY GONSALVES	On Street Parking Permit Refund
Miscellaneous Payment	Check	10752	4/19/2023	4,697.50	State of Washington State Treasurer	1st Qtr 2023 A8 Form
Miscellaneous Payment	Check	10753	4/19/2023	120.67	Viking Heating & Sheetmetal Inc	MPE-333726 (jobsite: 8700 NE Vancouver Mall Dr)
Miscellaneous Payment	Check	10754	4/19/2023	61.47	Wolfer's Inc.	MPE-335795 (jobsite: 4100 NW Fruit Valley Road 7)
Supplier Payment	Check	10755	4/19/2023	351.00	Accurate Corporate Services Inc	
Supplier Payment	Check	10756	4/19/2023	417.06	Action Technology Systems	
Supplier Payment	Check	10757	4/19/2023	1,304.85	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	10758	4/19/2023	203.00	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	10759	4/19/2023	10,236.00	Alvarez Properties LLC	
Supplier Payment	Check	10760	4/19/2023	136.00	American Sani-Can	
Supplier Payment	Check	10761	4/19/2023	449.60	Arborscape Ltd Inc	
Supplier Payment	Check	10762	4/19/2023	753,020.61	Axon Enterprises Inc	
Supplier Payment	Check	10763	4/19/2023	8,830.49	Bound Tree Medical LLC	
Supplier Payment	Check	10764	4/19/2023	27,118.25	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	10765	4/19/2023	350.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	10766	4/19/2023	57.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	10767	4/19/2023	307,106.52	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	10768	4/19/2023	10.00	Clark County - Remit-To: Reeta Fees	
Supplier Payment	Check	10770	4/19/2023	1,280.60	Clark Public Utility District No. 1	
Supplier Payment	Check	10771	4/19/2023	3,586.80	Columbia Resource Company	
Supplier Payment	Check	10772	4/19/2023	12,114.30	Columbia Resource Company	
Supplier Payment	Check	10773	4/19/2023	247.60	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10774	4/19/2023	128.59	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10775	4/19/2023	95.89	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10776	4/19/2023	104.96	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10777	4/19/2023	119.77	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	10778	4/19/2023	8,474.84	Conсор North America Inc	
Supplier Payment	Check	10779	4/19/2023	12,129.81	Copiers Northwest	
Supplier Payment	Check	10780	4/19/2023	2,875.00	David Corey PHD PC	

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

INVOICE PAYMENTS REPORT

Supplier Payment	Check	10781	4/19/2023	1,173.31	Day Management Corp - Remit-To: Day Wireless - Milwaukee
Supplier Payment	Check	10782	4/19/2023	3,800.84	Distinctive Landscape LLC
Supplier Payment	Check	10783	4/19/2023	1,386.86	DKS Associates Inc
Supplier Payment	Check	10784	4/19/2023	50,894.00	Donald Alex White
Supplier Payment	Check	10785	4/19/2023	815.25	EMS Technology Solutions LLC
Supplier Payment	Check	10786	4/19/2023	275.00	ERF Company Inc
Supplier Payment	Check	10787	4/19/2023	4,935.00	Examworks Inc
Supplier Payment	Check	10788	4/19/2023	5,118.15	Gray & Osborne Inc
Supplier Payment	Check	10789	4/19/2023	7,796.50	Groundwater Solutions, Inc.
Supplier Payment	Check	10790	4/19/2023	5,125.00	Harper Houf Peterson Righellis Inc
Supplier Payment	Check	10791	4/19/2023	1,500.00	James E. Lingeman
Supplier Payment	Check	10792	4/19/2023	3,450.00	James Rickerd Day
Supplier Payment	Check	10793	4/19/2023	3,106.25	Karapace Consulting , LLC
Supplier Payment	Check	10794	4/19/2023	1,862.90	Keating Bucklin & McCormack Inc PS
Supplier Payment	Check	10795	4/19/2023	1,791.75	Keller Associates Inc
Supplier Payment	Check	10796	4/19/2023	1,620.00	Kramer Gehlen & Associates
Supplier Payment	Check	10797	4/19/2023	22,675.21	L.N. Curtis & Sons - Remit- To: Supplier L.N. Curtis & Sons
Supplier Payment	Check	10798	4/19/2023	2,539.17	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle
Supplier Payment	Check	10799	4/19/2023	150.00	Language Link LLC
Supplier Payment	Check	10800	4/19/2023	468.00	Legacy Laboratory Services Inc
Supplier Payment	Check	10801	4/19/2023	40,187.75	Life Insurance Company of North America
Supplier Payment	Check	10802	4/19/2023	5,000.93	Loomis Armored US LLC - Remit-To: Loomis - Palatine
Supplier Payment	Check	10803	4/19/2023	326.11	Mark IV Enterprises Inc
Supplier Payment	Check	10804	4/19/2023	42,890.00	Maul Foster & Alongi Inc
Supplier Payment	Check	10805	4/19/2023	4,835.26	Northwest Natural Gas Company - Remit-To: NW Natural - Portland
Supplier Payment	Check	10806	4/19/2023	19,924.64	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources
Supplier Payment	Check	10807	4/19/2023	609.53	One Diversified LLC - Remit-To: Diversified - San Diego
Supplier Payment	Check	10808	4/19/2023	438.10	Pacific Safety Supply Inc
Supplier Payment	Check	10809	4/19/2023	72,170.30	Parametrix, Inc
Supplier Payment	Check	10810	4/19/2023	29,175.56	PC Specialists Inc - Remit- To: TIG - San Diego
Supplier Payment	Check	10811	4/19/2023	1,430.00	Petty Cash Custodian - Remit-To: Jeff Olson
Supplier Payment	Check	10812	4/19/2023	7,776.31	Physio-Control Inc - Remit- To: Stryker Medical
Supplier Payment	Check	10813	4/19/2023	244.00	Portland Adventist Medical Center
Supplier Payment	Check	10814	4/19/2023	1,749.00	Portland Mechanical Construction LLC
Supplier Payment	Check	10815	4/19/2023	2,903.04	PPC Solutions Inc
Supplier Payment	Check	10816	4/19/2023	2,166.04	Precor Commercial Fitness
Supplier Payment	Check	10817	4/19/2023	2,180.95	Proforce Marketing Inc
Supplier Payment	Check	10818	4/19/2023	50.32	Qwest Corporation - Remit- To: Qwest Corp- Seattle
Supplier Payment	Check	10819	4/19/2023	2,627.00	R & M Plant Procurement
Supplier Payment	Check	10820	4/19/2023	5,829.00	Rapid Response Bio Clean Inc.
Supplier Payment	Check	10821	4/19/2023	3,619.71	Rigert Landscaping Co
Supplier Payment	Check	10822	4/19/2023	5,000.00	Right-Way CDL Academy, LLC
Supplier Payment	Check	10823	4/19/2023	162.75	River City Environmental
Supplier Payment	Check	10824	4/19/2023	8,651.08	Roof Toppers, Inc.
Supplier Payment	Check	10825	4/19/2023	733.06	Security Contractors Services
Supplier Payment	Check	10826	4/19/2023	8,096.13	Slateco LLC
Supplier Payment	Check	10827	4/19/2023	1,187.78	Software House International SHI - Remit- To: SHI - Dallas
Supplier Payment	Check	10828	4/19/2023	620.65	Speed's Towing of Vancouver
Supplier Payment	Check	10829	4/19/2023	8,226.41	SP Plus Corporation
Supplier Payment	Check	10830	4/19/2023	4,960.01	SSW Consulting, LLC
Supplier Payment	Check	10831	4/19/2023	7,427.50	Stacy Cecchet PHD
Supplier Payment	Check	10832	4/19/2023	108.40	State of Washington Department of Labor & Industries - Remit-To: State of WA LNI - Boiler Pressure Vessel

INVOICE PAYMENTS REPORT

Supplier Payment	Check	10833	4/19/2023	331.91	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Check	10834	4/19/2023	1,140.00	Synarchy Science LLC	
Supplier Payment	Check	10835	4/19/2023	370,150.53	TCF Architecture, PLLC	
Supplier Payment	Check	10836	4/19/2023	1,521.00	The Loudenback Corporation	
Supplier Payment	Check	10837	4/19/2023	5,042.93	TMG Services Inc	
Supplier Payment	Check	10838	4/19/2023	1,260.00	Triangle Resources Inc	
Supplier Payment	Check	10839	4/19/2023	3,050.66	Triple J Enterprises	
Supplier Payment	Check	10840	4/19/2023	2,070.23	United States Department of Agriculture - Remit-To: USDA APHIS - St Louis	
Supplier Payment	Check	10841	4/19/2023	5,741.49	Univar Solutions USA Inc - Remit-To: Supplier Univar Solutions USA Inc	
Supplier Payment	Check	10842	4/19/2023	10,518.00	Vancouver School District #37	
Supplier Payment	Check	10843	4/19/2023	31,875.00	Vancouver Watersheds Council	
Supplier Payment	Check	10844	4/19/2023	244.59	W.B. Sprague Co. Inc.	
Supplier Payment	Check	10845	4/19/2023	7,000.00	Walker Design Studio	
Supplier Payment	Check	10846	4/19/2023	175.84	Walter E Nelson Company	
Supplier Payment	Check	10847	4/19/2023	4,212.00	Washington State Criminal Justice Training Commission	
Supplier Payment	Check	10848	4/19/2023	50,167.84	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	10849	4/19/2023	3,591.07	Western Water Works Supply Co Inc	
Supplier Payment	Check	10850	4/19/2023	45,000.00	Willis Towers Watson Insurance Services West inc	
Supplier Payment	Check	10851	4/19/2023	600.00	W Todd Pascoe	
Supplier Payment	Check	10852	4/19/2023	53.30	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	10853	4/19/2023	26,510.00	Yaroslav Golosinskiy	
Supplier Payment	Check	10854	4/19/2023	1,085.00	YOLO Washington LLC	
Supplier Payment	Check	10855	4/19/2023	2,282.68	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Ad Hoc Payment	Check	10856	4/19/2023	126.26	Anastasia Konovalova or Aleksandr Svistunov	Utility Refunds: 0067029722-05
Ad Hoc Payment	Check	10857	4/19/2023	234.61	Cheng,Shu	Utility Refunds: 0117012048-02
Ad Hoc Payment	Check	10858	4/19/2023	1,028.51	Evergreen School District 114	Utility Refunds: 0414066107-00
Ad Hoc Payment	Check	10859	4/19/2023	27.85	Fisher, Jerry or Anita	Utility Refunds: 0038039600-08
Ad Hoc Payment	Check	10860	4/19/2023	2,507.86	Gottwald, Randy	Utility Refunds: 0099064000-02
Ad Hoc Payment	Check	10861	4/19/2023	132.00	Jason Ha or Suni Nasuti	Utility Refunds: 0109005020-04
Ad Hoc Payment	Check	10862	4/19/2023	222.00	Joe Valadao or Maria Odete Valadao	Utility Refunds: 0500002759-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	10863	4/19/2023	62.10	Kufus, Michael	Utility Refunds: 0012090600-08
Ad Hoc Payment	Check	10864	4/19/2023	84.71	LGI Homes Group LLC	Utility Refunds: 0500005038-01
Ad Hoc Payment	Check	10865	4/19/2023	43.52	Lydia or Matthew Terjeson or Jan Terjeson-Peterson	Utility Refunds: 0097001276-02
Ad Hoc Payment	Check	10866	4/19/2023	134.40	Montgomery, Joann of the Hunter Family Trust, Whitney or Karen Hunter, Trustees	Utility Refunds: 0153000046-03
Ad Hoc Payment	Check	10867	4/19/2023	12.88		Utility Refunds: 0000007451-03
Ad Hoc Payment	Check	10868	4/19/2023	18.24	Opendoor Property Trust 1	Utility Refunds: 0000006570-03
Ad Hoc Payment	Check	10869	4/19/2023	300.00	Phanouvong, Samantha	Utility Refunds: 0500002453-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	10870	4/19/2023	97.37	Wallin, Masonia	Utility Refunds: 0044099700-06
Ad Hoc Payment	Check	10871	4/19/2023	15.63	Wallin, Masonia or Samuel	Utility Refunds: 0044099700-06
Ad Hoc Payment	Check	10872	4/19/2023	38.68	Warren, Christine or Richard	Utility Refunds: 0020031000-27
Ad Hoc Payment	Check	10873	4/19/2023	187.00	Yi, Gary	Utility Refunds: 0157001000-05
Miscellaneous Payment	Check	10874	4/19/2023	200.00	Victoria Syverson	Change Fund Custodian
Supplier Payment	Check	10875	4/19/2023	1,169.18	Clark Public Utility District No. 1	
			Check	2,168,027.49		
Expense Payment	Direct Deposit	EFT-00191988	4/20/2023	16.50	Tyson Taylor	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00191989	4/20/2023	66.49	Travis Brown	Employee Reimbursement

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

INVOICE PAYMENTS REPORT

Cash Advance Payment	Direct Deposit	EFT-00191990	4/20/2023	197.50	James Kelly	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00191991	4/20/2023	212.25	Saray Farias-Pulido	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00191992	4/20/2023	206.50	James Dewey	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00191993	4/20/2023	111.00	Tyson Taylor	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00191994	4/20/2023	185.00	Jason Nicholson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00191995	4/20/2023	197.00	Amy Foster	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00191996	4/20/2023	197.00	Carole Boswell	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00191997	4/20/2023	272.25	Amanda Trygg	Travel Advance
Expense Payment	Direct Deposit	EFT-00191998	4/20/2023	74.50	Nathum Boyd	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00191999	4/20/2023	112.25	Ryan Pitts	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00192000	4/20/2023	203.05	Christian Toves	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00192001	4/20/2023	203.80	Brian McLemore	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00192002	4/20/2023	199.00	Kady Bieber	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00192003	4/20/2023	238.44	Wesley Kandoll	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00192004	4/20/2023	155.00	Rian Stein	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00192005	4/20/2023	81.10	Jonathan Young	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00192006	4/20/2023	42.41	Suzanne Hebert	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00192007	4/20/2023	23.60	Jerek Laursen	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00192008	4/20/2023	62.88	Aaron Lande	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00192009	4/20/2023	75.00	Carlos Ocejio	Employee Reimbursement
			Direct Deposit	3,132.52		
Supplier Payment	EFT	EFT-00192010	4/20/2023	5,350.00	Faith Partners for Housing	
Supplier Payment	EFT	EFT-00192011	4/20/2023	450.00	Avolve Software Corp	
Supplier Payment	EFT	EFT-00192012	4/20/2023	1,483.24	State of Washington Consolidated Technology Services	
Supplier Payment	EFT	EFT-00192013	4/20/2023	2,993.43	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00192014	4/20/2023	7,414.25	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00192015	4/20/2023	114,144.01	Jeffrey D. Barrar, PS	
Supplier Payment	EFT	EFT-00192016	4/20/2023	88,515.84	S & S Legacy, Inc	
Supplier Payment	EFT	EFT-00192017	4/20/2023	2,208.67	MPGTandem	
Supplier Payment	EFT	EFT-00192018	4/20/2023	14,752.32	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00192019	4/20/2023	108,921.55	Advanced Excavating Specialists LLC	
Supplier Payment	EFT	EFT-00192020	4/20/2023	7,219.52	Picard Corp	
Supplier Payment	EFT	EFT-00192021	4/20/2023	5,519.50	Tierra Right of Way Services LTD	
Supplier Payment	EFT	EFT-00192022	4/20/2023	50,320.23	Outsiderinn.org	
Supplier Payment	EFT	EFT-00192023	4/20/2023	17,322.90	Key Code Media, Inc	
Supplier Payment	EFT	EFT-00192024	4/20/2023	3,746.93	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00192025	4/20/2023	9,800.00	Opsis Architecture LLP	
Supplier Payment	EFT	EFT-00192026	4/20/2023	2,160.12	Canopy Wellbeing	
Supplier Payment	EFT	EFT-00192027	4/20/2023	3,909.92	Accurate Investigation Services	
Supplier Payment	EFT	EFT-00192028	4/20/2023	94,365.10	Clark and Sons Excavating Inc	
Supplier Payment	EFT	EFT-00192029	4/20/2023	129.23	Harrys Key Service Inc	
Supplier Payment	EFT	EFT-00192030	4/20/2023	998.90	Fire Systems West	
Supplier Payment	EFT	EFT-00192031	4/20/2023	3,383.55	Eagle Newspaper Inc	
Supplier Payment	EFT	EFT-00192032	4/20/2023	252.00	Purple Communications Inc	
Supplier Payment	EFT	EFT-00192033	4/20/2023	370.84	Columbia West Engineering	
Supplier Payment	EFT	EFT-00192034	4/20/2023	325,795.66	Rotschy Inc	
Supplier Payment	EFT	EFT-00192035	4/20/2023	12,290.58	Del Sol Inc	
Supplier Payment	EFT	EFT-00192036	4/20/2023	11,868.75	Economic Consultants Oregon Ltd	
Supplier Payment	EFT	EFT-00192037	4/20/2023	35,621.62	Stellar J Corporation	
Supplier Payment	EFT	EFT-00192038	4/20/2023	48,010.70	Lasko Printing Specialties Inc	
Supplier Payment	EFT	EFT-00192039	4/20/2023	528.92	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00192040	4/20/2023	10,934.82	His Masterpiece LLC	
Supplier Payment	EFT	EFT-00192041	4/20/2023	35,011.27	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00192042	4/20/2023	5,049.90	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00192043	4/20/2023	3,081.01	Linguava Interpreters Inc	
			EFT	1,033,925.28		
Supplier Payment	Manual Wire		4/17/2023	13,180.80	Washington Dental Service	
Supplier Payment	Manual Wire		4/17/2023	147,434.41	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		4/17/2023	160.55	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Manual Wire		4/18/2023	6,255.37	Washington Dental Service	
Supplier Payment	Manual Wire		4/20/2023	5,510.91	Superior, LLC	
			Manual Wire	172,542.04		
			Checks	2,168,027.49		
			Direct Deposit	3,132.52		

INVOICE PAYMENTS REPORT

			EFT	1,033,925.28		
			4/24/2023	30,828.75	City Payments	Posted 04-17-23 to 04-23-23
			Hansen Total	30,828.75		
			4/24/2023	2,260.78	Miscellaneous	Parks Class Refunds FCC 04-17-23 to 04-23-23
			4/24/2023	1,003.80	Miscellaneous	Parks Class Refunds MCC 04-17-23 to 04-23-23
			VISA Total	3,264.58		
			Payroll Total	0.00		
			GRAND TOTAL	3,411,720.66		

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

City of Vancouver
Payroll Council Report
April 17, 2023 - April 23, 2023

Check No.	Date	Explanation	Amount
		No payroll this period.	

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