

**WATERFRONT EAST
DEVELOPMENT AGREEMENT**

Between

**THE CITY OF VANCOUVER,
a Washington municipal corporation**

And

**KIRKLAND DEVELOPMENT, LLC,
a Nevada limited liability company**

Dated

_____, 2021

TABLE OF CONTENTS

SECTION 1	NATURE OF THIS AGREEMENT.....	2
SECTION 2	EFFECTIVE DATE AND DURATION OF AGREEMENT.....	2
	2.1 Effective Date.....	2
	2.2 Effect of Appeal.	3
	2.3 Duration	3
SECTION 3	PROJECT SITE.....	4
	3.1 Necessary Components of Project Site	4
	3.2 Assemblage and Acquisition of Project Site.	4
SECTION 4	DEVELOPMENT PLAN.....	4
	4.1 Development Plan	4
	4.2 Preparation of Development Approvals	4
	4.3 Sustainable Development.....	5
SECTION 5	LAND USE APPROVALS.....	6
	5.1 Generally.....	6
	5.2 Required Land Use Approvals.....	6
	5.3 City Regulatory Authority.....	6
	5.4 Potential Appeals.	7
SECTION 6	VESTING.....	7
	6.1 Uses.	7
	6.2 Design Standards.....	7
	6.3 Transportation.....	7
	6.4 Benefits and Obligations Run With the Land.	8
SECTION 7	TERMINATION BASED ON CONDITION SUBSEQUENT.....	8
	7.1 Termination Events.	8
	7.2 Effect of Termination	8
SECTION 8	ADDITIONAL PROJECT REQUIREMENTS	9
	8.1 Vancouver City Center Vision.....	9
	8.2 Open Spaces and Pedestrian Ways.	9
	8.3 Charges for Off-Site Impacts and System Development Charge Credits..	10
SECTION 9	GENERAL PROVISIONS	10
	9.1 Waiver	10
	9.2 Prior Agreements.....	10
	9.3 Notices.....	10
	9.4 Applicable Law; Venue.....	11
	9.5 Attorneys' Fees.....	11
	9.6 Brokerage Commissions.....	11
	9.7 Invalid Provision	11
	9.8 Time	12
	9.9 City Inspection Rights.....	12
	9.10 Defined Terms.....	12
	9.11 Exhibits	12
	9.12 Assignment.	12
	9.13 Amendment	12
	9.14 Binding Agreement.....	12
	Signatures	13

Exhibits

- A. Developer Parcel Legal Description
- B. Developer Parcel Survey
- C. Pier Property
- D. Public Benefits
- E. Development Plan
- F. Leased Property
- G. Project Schedule
- H. Open Spaces and Pedestrian Ways
- I. Traffic Impact Analysis

DRAFT

**WATERFRONT EAST
DEVELOPMENT AGREEMENT**

DATED: _____, 2021

BETWEEN: THE CITY OF VANCOUVER,
a Washington municipal corporation (the "City")

AND: KIRKLAND DEVELOPMENT, LLC,
a Nevada limited liability company
2370 E 3rd Loop, Suite 100
Vancouver WA 98661 (the "Developer")

RECITALS

Developer has the right to acquire ownership of an approximately 2.03-acre parcel of land east of Interstate 5 and south of SE Columbia Way, fronting the Columbia River. A description of the property is attached as Exhibit A and a survey of the property is attached as Exhibit B ("Developer Parcel"). The City owns certain parcels of land adjacent to the Developer Parcel, which are described and depicted on Exhibit C ("Pier Property"). The Developer intends to build a single phase redevelopment project (the "Project") that seeks to achieve the development goals of the City.

In order to further the development goals of the City and to thereby achieve the public benefits of this redevelopment, the City is willing to assist with the related infrastructure improvements so that the Project can become an integral part of the City of Vancouver. The Project will provide considerable benefits to the community and the general public and is consistent with the City's goals and objectives to provide walkable, vibrant commercial areas. A summary of the public benefits that will be provided by the Project is attached as Exhibit D.

In order for the City to determine if the Developer's plans for the Project further the goals of the City, and in order for the Developer to obtain the necessary predictability about what design and regulatory standards will apply to the development of the Project, Developer and City desire to enter into this Waterfront East Development Agreement ("Agreement").

The development plan for the Project, attached as Exhibit E ("Development Plan"), identifies certain development elements of the Project. The development elements of the Project include the following: Developer will construct four (4) buildings totaling approximately 327,000 square feet. Buildings A, B, and C shown on the Development Plan will include seven (7) to eight (8) restaurants and eateries, with sidewalk cafes separated from the boardwalk by fencing or boundary markers, and retail space on the first floors, tasting rooms and medical offices on the second floors, and medical and other offices on the

third floors. Building D shown on the Development Plan will include 16,000 square feet of retail space on the first floor and 205,000 square feet of residential space on floors two (2) through eight (8). Developer will also construct a boardwalk covering the length of the Developer Parcel along the shoreline bulkhead wall on the north bank of the Columbia River. Onsite parking will consist of fifteen (15) surface parking spaces and three hundred nine (309) underground parking spaces, which will include seventy-nine (79) underground surface spaces, thirty (30) underground double stacker spaces, and two hundred (200) underground triple stacker spaces. On street parallel parking may be located between SW Columbia Way and the existing sidewalk, if there is sufficient right-of-way width. Additional Project details will be provided by Developer in the Master Plan application submittal.

The intent of this Agreement is to establish the Development Plan and the design standards provided for in this Agreement as the framework for the future development approvals required for the Project as described below. The execution of this Agreement by the City expressly does not constitute any quasi-judicial or legislative approvals of the Project.

The parties desire to enter into this Agreement in order to establish a collaborative framework to achieve the development goals of the City, and to provide certain basic commitments so that the parties can proceed with further planning and development activities.

The City has the authority to enter into this Agreement pursuant to RCW 36.70B.170(1), and the purposes of this Agreement are consistent with the legislative findings in RCW 36.70B.170(1).

NOW, THEREFORE, in consideration of the mutual promises of the parties set forth in this Agreement, the City and the Developer agree as follows:

SECTION 1 NATURE OF THIS AGREEMENT

This Agreement is a development agreement authorized pursuant to RCW 36.70B.170 through RCW 36.70B.210 and VMC 20.250.010 through VMC 20.250.050. Accordingly, it is a contractual agreement between the City and the Developer, subject to the City's approval by resolution adopted following a public hearing as provided for in RCW 36.70B.200 and VMC 20.250.050.

SECTION 2 EFFECTIVE DATE AND DURATION OF AGREEMENT

2.1 Effective Date.

This Agreement shall not be effective unless and until it is approved by the City Council of the City of Vancouver as provided in Section 1 above, subject to Section 2.2. The "Effective Date" of this Agreement is the date of the approval by the City Council of the City of Vancouver of the resolution adopting this Agreement.

2.2 Effect of Appeal.

In the event that the resolution of the City Council adopting this Agreement is appealed, then this Agreement shall remain effective during the pendency of the appeal or subsequent appeals; however, the obligations of the parties set forth in this Agreement shall be suspended pending the determination and final outcome of any and all appeals. In the event an appeal is filed, the City and the Developer both agree to vigorously resist any appeal. In the event that an appeal results in an outcome that is not an affirmation of the resolution adopting this Agreement, then the City agrees to reasonably defend its resolution adopting this Agreement. The Developer may appeal any such determination until a final judicial resolution of any and all appeals. In the event that any final appeal of the City's resolution does not affirm the resolution adopting this Agreement, then either the City or the Developer may, by written notice to the other, terminate this Agreement within ninety (90) days of the effective date of any such final appeal.

2.3 Duration.

The duration of this Agreement shall be for a period of ten (10) years commencing on the approval of this Agreement by the City Council as provided in Section 2.1 and the expiration of any appeal rights and terminating at the end of the 10th anniversary of such date ("Term"), unless sooner terminated or extended pursuant to the terms of this Agreement. The City shall have the option, with the Developer's consent, to extend the duration of this Agreement for up to three (3) years if development of the Project is proceeding in good faith. Notwithstanding the foregoing, the Term shall be extended by twice the amount of time lost due to the occurrence of any of the following force majeure events that occur prior to the expiration of the Term: (a) war (whether declared or not), armed conflict or the serious threat of the same (including, but not limited to, hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, or extensive military mobilization; (b) civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, or act of civil disobedience; (c) act of terrorism, sabotage, or piracy; (d) plague, epidemic, pandemic, outbreaks of infectious disease, or any other public health crisis, including quarantine or other restrictions imposed by federal, state, or local governments; (d) compliance with any law or governmental order, rule, regulation, direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, or nationalization; (e) act of God or natural disaster such as, but not limited to, violent storm, cyclone, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tsunami, flood, or damage or destruction by lightning or drought; (f) explosion, fire, destruction of machines, equipment, factories and of any kind of installation, or prolonged break-down of transport, telecommunication, or electric current; (g) general labor

disturbance such as, but not limited to, boycott, strike and lock-out, go-slow, or occupation of factories and premises; and (h) shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the Developer.

SECTION 3 PROJECT SITE

3.1 Necessary Components of Project Site.

The parties agree that the following parcels of property or property interests are all of the required components of the "Project Site":

3.1.1 The Developer Parcel described on attached Exhibit A;

3.1.2 To the extent necessary to build the Renaissance Boardwalk (as defined in Section 8.2.1), a leasehold estate in the shoreline and submersible lands along the north bank of the Columbia River owned by the Washington State Department of Natural Resources ("DNR") and described and depicted on attached Exhibit F ("Leased Property").

3.2 Assemblage and Acquisition of Project Site.

With respect to the above components of the Project Site, the parties acknowledge and agree as follows.

3.2.1 Upon approval of this Agreement by the City Council as provided in Section 2.1 and the expiration of any appeal rights, Developer will complete its acquisition of the Developer Parcel.

3.2.2 To the extent necessary to build the Renaissance Boardwalk, Developer shall obtain a twenty (20) year extension of the DNR lease for the Leased Property, with four (4) additional five (5) year extensions. Developer will be the lessee under the DNR lease and will perform all lessee obligations under the extended DNR lease.

SECTION 4 DEVELOPMENT PLAN

4.1 Development Plan.

In reviewing the Development Plan, the City acted in its proprietary capacity as a party to this Agreement and did not act in its regulatory capacity, and the action of the City in reviewing the Development Plan was not a land use approval.

4.2 Preparation of Development Approvals.

Any application for the Development Approvals (defined below) submitted by the Developer for the Project Site shall be consistent with the Development Plan, the provisions of this Agreement, and provide for the following:

4.2.1 Development of the Project Site shall be conducted in a single phase, consisting of the construction of retail and residential units on the northern portion of the Project Site, construction of restaurant, office, and retail space on the southern portion of the Project Site, construction of underground parking beneath portions of the Project Site, and the construction of the Renaissance Boardwalk. A Project schedule, with target dates

for land use and building permit submittals, permit approvals, start of construction, and anticipated completion, is attached hereto as Exhibit G ("Project Schedule").

4.2.2 Restaurant/Retail/Office Uses: No less than 115,000 square feet and no more than 140,000 square feet, up to a height of 35 feet;

4.2.3 Residential Uses: No fewer than 200 residential units and no more than 220 residential units, comprising not less than 205,000 square feet, up to a height of 85 feet above ground level or as allowed by the FAA;

4.2.4 Construction Crane: No crane used in construction of the Project will at any time penetrate the Pearson Field Runway 8 Part 77 approach surface as determined by formal FAA approval;

4.2.5 Open space areas in the general configuration and location identified on Exhibit H; and

4.2.6 Uses otherwise allowed in the CX Zone.

4.3 Sustainable Development

4.3.1 All vertical development shall meet at a minimum, one of the following standards: (a) the equivalent of a Leadership in Energy Efficiency and Design (LEED) silver standard or better, as published by the U.S. Green Building Council on or before October 19, 2013 (LEED v4); (b) the Earth Advantage Commercial certificate; (c) a Green Globes Certification; or (d) other equivalent sustainable design standard reasonably acceptable to the City that complies with the currently adopted International Building Code, or as approved by other applicable City decision-making authority. Formal certification is not required; however, Developer shall submit documentation to the City Planning Official that demonstrates that the project meets the requisite standards for such certification, and the Planning Official shall review and approve the documentation prior to issuance of a certificate of occupancy.

4.3.2 Sustainable site features shall include the following: (a) on-site landscaping consisting, as much as possible, of native/adaptive and low-water/drought tolerant plantings; (b) electric vehicle charging infrastructure or stations within the parking garage or in the surface parking area; (c) on-site parking in a parking structure using state-of-the-art stacking equipment to accommodate the required off-street parking within a smaller footprint; and (d) mitigation of the deteriorated shoreline using native plantings and creation of shallow water habitat, to be detailed in the Site Plan Application.

SECTION 5 LAND USE APPROVALS

5.1 Generally.

In general, the Developer acknowledges that in order to commence construction of the Project, the Developer will need to submit applications for and obtain the City's approval of

the land use reviews described below. The Developer acknowledges that by approving the Development Plan, in its proprietary capacity, the City is not thereby approving applications to be submitted for the following described land use approvals set forth in Section 5.2.1.

5.2 Required Land Use Approvals.

5.2.1 The Developer agrees to submit technically complete land use applications to the City for the City approvals listed below ("City Approvals") no later than _____, 2021. All applications for the City Approvals must be consistent with: (i) the provisions of this Agreement; and (ii) the Development Plan. After submittal of technically complete applications by the date set forth above, the Developer agrees to vigorously pursue the City Approvals. The City Approvals may include, but are not limited to, the following land use approvals: Master Plan approval; Preliminary Plat approval; Site Plan approval; Design Review approval; Level V Tree Plan approval. Shoreline Conditional Use approval; Shoreline Variance approval; Shoreline Substantial Development Permit approval; Archaeology review; and SEPA review

5.2.2 No later than _____, 2021, Developer agrees to submit to the appropriate state and regional agencies technically complete applications for the following approvals ("Agency Approvals") and vigorously pursue the Agency Approvals: The City Approvals and Agency Approvals are sometimes collectively referred to herein as the "Development Approvals."

5.3 City Regulatory Authority.

Notwithstanding the City's execution and approval of this Agreement, the City retains its regulatory authority over the City Approvals referred to in Section 5.2.1. The City shall be free to approve, approve with conditions, or disapprove any or all of the City Approvals referred to in Section 5.2.1, based on the applicable criteria for such approvals. Developer understands that the Washington State Department of Ecology issues the final decision on Shoreline Variance and Shoreline Conditional Use applications following a recommendation from the City. In the event the City disapproves an application for a City Approval, then the Developer shall have no claim or cause of action against the City on account of the City's execution of this Agreement.

5.4 Potential Appeals.

5.4.1 In the event that after the City approves any land use applications referred to in Section 5.2.1, a third party appeal of a City Approval is filed, then the City agrees to reasonably defend its approval. The Developer may appeal any such determination until there is final judicial resolution of any and all appeals.

5.4.2 The Development Approvals shall be "Final" upon the earlier of: (i) the issuance of the Development Approvals and the expiration of all appeal periods with no appeal

being filed; or (ii) the resolution of all appeals in favor of the Development Approvals, with no further appeal being possible.

SECTION 6 VESTING

The Project shall be vested to and have the right to utilize the following uses, design standards, urban services capacities, including transportation capacity allocations and mitigation measures, through the earlier of the year 2031, as may be extended pursuant to Section 2.3, or termination of this Agreement, as follows:

6.1 Uses.

All uses allowed as of the date of this Agreement under existing zoning, as well as uses set forth in the Development Plan, including conditional uses, will be vested.

6.2 Design Standards.

All setbacks, building height, lot coverage, parking requirements, landscape standards, design and architectural standards, floor area ratio and building coverage standards, and all other land use and zoning-related standards applicable to the development of the Project in effect as of the Effective Date of this Agreement, all as provided for in this Agreement and the Development Plan, as it may be modified by any subsequent land use approvals issued by the City, will be vested.

6.3 Transportation.

6.3.1 Developer has obtained from Charbonneau Engineering a traffic impact analysis for the Project, which is attached hereto as Exhibit I, to determine trip generation and the effect on off-site transportation infrastructure.

6.3.2 The Project shall be vested with _____ P.M. peak-hour trips. The Project's trip generation and distribution to the City's transportation system shall be vested for the term of this Development Agreement, as may be extended pursuant to Section 2.3.

6.3.3 In conjunction with the Site Plan application, Developer will submit a trip debiting memo identifying the number of weekday P.M. peak-hour trips associated with the Project, less existing credited peak-hour trips from current property use or vested as identified in Section 6.3.2.

6.3.4 Developer shall maintain two (2) curb cuts on SE Columbia Way for ingress and egress to the Project.

6.3.5 Project shall receive Traffic Impact Fee Credits of _____ trips for the existing restaurants once they have been demolished which can be applied to any traffic impact fees owing for the new buildings.

6.4 Benefits and Obligations Run With the Land.

The vested rights set forth in Section 6 shall be binding on the Developer Parcel, shall burden and benefit the Developer Parcel, shall run with the land (the Developer Parcel) and

shall be binding upon and inure to the benefit of the parties to this Agreement and their respective transferees, successors in interest, or assignees, and shall benefit and bind the City, all according to the terms of this Agreement.

SECTION 7 **TERMINATION BASED ON CONDITION SUBSEQUENT**

7.1 **Termination Events.**

In the event any of the following events occur, then either party may terminate this Agreement by written notice to the other within ninety (90) days of the occurrence of such event:

7.1.1 The resolution of the City Council approving this Agreement is ruled invalid by final judicial action.

7.1.2 The Developer fails to obtain Final Development Approvals, including any approval required by an agency with jurisdiction over the project.

7.1.3 Any Development Approval is ultimately resolved in a manner that overturns any such approval.

7.1.4 The City fails to extend the Multi-Family Tax Exemption Program ("MFTE") to include the Project Site.

7.1.5 The Developer is unable to obtain the extended leasehold estate from the DNR referred to in Section 3.2.2.

7.1.6 The Developer is unable to obtain from Clark Public Utilities any necessary permission to demolish the pier on the Pier Property.

7.1.7 The Developer fails to diligently and in good faith pursue the Final City Approvals; provided however, that only the City may terminate under this subsection.

7.1.8 The City fails to diligently and in good faith process the Developer's application for the City Approvals; provided however, that only the Developer may terminate under this subsection.

7.2 **Effect of Termination.**

A termination elected pursuant to Section 7.1 shall terminate this Agreement in its entirety.

SECTION 8 **ADDITIONAL PROJECT REQUIREMENTS**

The following are additional requirements and agreements between the City and the Developer with respect to the Project.

8.1 **Multi-Family Housing Tax Exemption Program.**

The City Council will consider Developer's request for the Property to be brought into the Vancouver City Center Vision-MFTE Program area. The City Council will also consider Developer's request to retain the eight (8) year market rate option in the Multi-Family Housing Tax Exemption Program.

Commented [A1]: Note: This section will be revised to reflect that the site has been brought into the VCCV MFTE Area and will be eligible for the MFTE Program.

8.2 Open Spaces and Pedestrian Ways.

8.2.1 Renaissance Boardwalk. The foundations of Buildings A, B, and C will be at least fifteen (15) feet from the shoreline bulkhead wall. Between the shoreline bulkhead wall and Buildings A, B, and C, Developer will construct a boardwalk and certain improvements ("Renaissance Boardwalk") across the length of the Developer Parcel between the public sidewalk to the west of the Property to the property line between the Property and connecting to the waterfront path on the National Parks Service property to the east of the Property. The Renaissance Boardwalk shall be constructed by Developer at Developer's sole cost and expense and shall be owned and maintained by Developer. As part of the construction of the Renaissance Boardwalk, Developer will reconstruct the access to the Renaissance Boardwalk from the public sidewalk to the west of the Project. The City will grant Developer a construction easement or license for the purpose of reconstructing the public access on City property to the Renaissance Boardwalk. Developer will grant a non-revocable public access easement of not less than fifteen (15) feet in width with no encroachment by outdoor dining or other features (except benches, trash cans, and lighting subject to City approval) to allow the general public access over the Renaissance Boardwalk, subject to reasonable terms and rules and regulations designed to protect public safety and private property and agreed to by the City. After the issuance of the Final Development Approvals with conditions acceptable to the Developer, the Developer agrees to demolish the existing pier on the Pier Property, at no cost to the City and subject to any agency permit approvals and requirements. Developer will obtain any necessary agency permits and permission from Clark Public Utilities in order to accomplish the demolition of the existing pier. At the time Developer demolishes the pier, Developer will remove the existing signage from the shoreline bulkhead wall. No new signage shall be placed on the wall. If the City Council approves the request to bring the Property into the MFTE area, City agrees to favorably consider the removal of the pier as a public benefit for purposes of meeting the MFTE market rate option requirements.

8.2.2 Use of Open Spaces and Pedestrian Ways. The Developer agrees that all open spaces and pedestrian ways within the Project, as identified on Exhibit H, will be open to the general public and the boardwalk shall be subject to non-revocable public access easement, subject only to reasonable rules and regulations designed to protect public safety and private property and as agreed to by the City.

8.2.3 Memorials. Developer will reinstall the historic survey marker and memorialize the marker with a plaque placed on the Property at the current location of the survey marker and accessible to the public, and will memorialize the Witness Tree previously

located on the Property with an eight (8) to ten (10) foot stylized metal tree and marker. Developer shall be responsible for maintaining these markers in good condition.

8.3 Charges for Off-Site Impacts and System Development Charge Credits.

8.3.1 Improvements are planned for the intersection of Columbia House Boulevard and Grove Street/Highway 14 off-ramp, including street widening and installation of new traffic signals. Developer will be charged its proportionate share fee for 18 A.M. peak-hour trips at \$600.00 per trip being generated by the Project using the Columbia House Boulevard and Grove Street/Highway 14 off-ramp. Developer may use any remaining TIF or other development credits from Section 8.2.1 to pay the fee.

8.3.2 Subject to Section 14.04.235 of the VMC and the provisions of Resolution M-2492, the City has determined that the Developer shall receive systems development charge credits in the following amounts when the existing restaurants on the Property are demolished: (a) water credits in the amount of \$37,760.00, and (b) sewer credits in the amount of \$92,246.67. Developer may apply these credits to any parcel or building in the Project.

SECTION 9 GENERAL PROVISIONS

9.1 Waiver.

The failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

9.2 Prior Agreements.

This Agreement is the entire, final, and complete agreement of the parties pertaining to the matters covered by this Agreement, and supersedes and replaces all prior or existing written and oral agreements between the parties and/or their representatives relating to the same matters.

9.3 Notices.

Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person, or one (1) business day after deposit with a nationally recognized overnight courier service, with charges pre-paid, or three (3) days after being deposited in the U.S. mail, registered or certified, return-receipt requested, postage prepaid and addressed to the party at the address set forth below or such other address as either party may designate by written notice to the other.

If to the City: City of Vancouver
 PO Box 1995

Vancouver WA 98668
Attn: Eric Holmes, City Manager

With a copy to: Office of the City Attorney
Jonathan Young
Vancouver WA 98668
Attn: Assistant City Attorney

If to the Developer: Kirkland Development LLC
2370 E 3rd Lp Ste 100
Vancouver WA 98661
Attn: Dean Kirkland, Chairman

With a copy to: Jordan Ramis PC
Two Centerpointe Drive 6th Floor
Lake Oswego OR 97035
Attn: Thomas B. Eriksen

9.4 Applicable Law; Venue.

This Agreement has been entered into in Washington, and the Project Site is located in Washington. The parties agree that the laws of the state of Washington shall be used in construing this Agreement and enforcing the rights and remedies of the parties. Venue shall be in the Superior Court for Clark County, Washington; provided that, if litigation is properly brought in federal court, venue shall be in the U.S. District Court for the Western District of Washington.

9.5 Attorneys' Fees.

In the event of litigation to enforce or interpret this Agreement, the prevailing party shall recover its litigation costs, disbursements, paralegal fees, expert fees, and attorneys' fees as determined by the judge at trial or upon any appeal or petition for review.

9.6 Brokerage Commissions.

Neither the City nor the Developer have used a real estate broker, agent, or finder in connection with this Agreement. Each party (for purposes of this Section, the "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (for purposes of this Section, the "Indemnitee") from and against any and all commissions or fees and arising out of the actions of the Indemnitor.

9.7 Invalid Provision.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and not be affected by such illegal, invalid, or unenforceable provision or by its severance.

9.8 Time.

Time is of the essence in this Agreement.

9.9 City Inspection Rights.

The City shall be entitled at any reasonable time, to come upon any portion of the Project Site for purposes of inspecting the Project Site and the Developer's development of such portions for purposes of determining the Developer's compliance with its obligations under this Agreement. The City shall comply with any safety regulations generally imposed by the Developer with respect to construction activities on the Project Site.

9.10 Defined Terms.

A word that is capitalized and is not the first word in a sentence or is set off in quotation marks is a defined term. A defined term has the meaning given to it when first used in this Agreement.

9.11 Exhibits.

All Exhibits to this Agreement are an integral part of this Agreement and are incorporated into the text of this Agreement by reference.

9.12 Assignment.

Except as expressly provided in this Section 10.13, neither party may assign its respective rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Developer may assign its rights and obligations under this Agreement without the City's prior written consent to an entity controlled by or under common control of the Developer or its principals.

9.13 Amendment.

Any amendment to or modification of this Agreement must be in writing and signed by the parties.

9.14 Binding Agreement.

This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement to be effective as of the date set forth above.

CITY: CITY OF VANCOUVER, a Washington municipal corporation

By: _____
Eric Holmes, City Manager

Approved as to form:

By: _____
_____, _____

Approved as to form:

By: _____
Jonathan Young, City Attorney

DEVELOPER: KIRKLAND DEVELOPMENT, LLC, a Nevada limited liability company

By: _____
Dean Kirkland, Chairman

[acknowledgements on following page]

STATE OF WASHINGTON)
)ss
COUNTY OF CLARK)

I hereby certify that I know or have satisfactory evidence that Eric Holmes is the person who appeared before me, and that said person acknowledged that he is authorized to execute the foregoing document and acknowledges it as the City Manager of the City of Vancouver to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated this _____ day of _____, 2021

NOTARY PUBLIC for the State of Washington
Residing in the County of Clark
My Commission Expires: _____

STATE OF WASHINGTON)
)ss
COUNTY OF CLARK)

I hereby certify that I know or have satisfactory evidence that Dean Kirkland is the person who appeared before me, and that said person acknowledged that he is authorized to execute the foregoing document and acknowledges it as the Chairman of Kirkland Development, LLC, a Nevada limited liability company, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated this _____ day of _____, 2021

NOTARY PUBLIC for the State of Washington
Residing in the County of Clark
My Commission Expires: _____

EXHIBIT A

Developer Parcel Legal Description

PARCEL I

A PORTION OF THE LOTS 1, 2, 7 AND 8, BLOCK 1, WEST VANCOUVER, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "B" OF PLATS, PAGE 40, RECORDS OF CLARK COUNTY, WASHINGTON, AND A PORTION OF THE U.S. MILITARY RESERVATION, A PORTION OF TRACT 30, VANCOUVER TIDE LANDS AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO GEORGE H. KILLIAN BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. G 695461, RECORDS OF CLARK COUNTY, WASHINGTON, ALSO INCLUDING A PORTION OF THE RIGHT OF WAY OF COLUMBIA WAY VACATED PER VACATION ORDINANCE M-1892, RECORDED UNDER AUDITOR'S FILE NO. 7812150085, RECORDS OF CLARK COUNTY, LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A 3 1/2 INCH BRASS DISC AT THE SOUTHEAST CORNER OF THE AMOS SHORT DONATION LAND CLAIM, SAID CORNER BEING AT THE INTERSECTION OF THE WEST LINE OF THE U.S. MILITARY RESERVATION AND THE MEANDER LINE OF THE COLUMBIA RIVER;

THENCE SOUTH 46°43'19" EAST, ALONG SAID MEANDER LINE, FOR A DISTANCE OF 7.87 FEET;

THENCE SOUTH 43°08'58" EAST, CONTINUING ALONG SAID MEANDER LINE, FOR A DISTANCE OF 181.11 FEET;

THENCE NORTH 32°43'54" EAST, FOR A DISTANCE OF 31.02 FEET;

THENCE NORTH 57°16'06" WEST, FOR A DISTANCE OF 12.00 FEET;

THENCE NORTH 32°43'54" EAST, FOR A DISTANCE OF 117.00 FEET;

THENCE NORTH 64°23'30" WEST, FOR A DISTANCE OF 80.50 FEET;

THENCE NORTH 78°02'30" WEST, FOR A DISTANCE OF 62.00 FEET;

THENCE NORTH 12°51'37" EAST, FOR A DISTANCE OF 28.91 FEET TO THE SOUTH RIGHT OF WAY LINE OF COLUMBIA WAY;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE BEING THE ARC OF A 379.30 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS SOUTH 86°29'41" WEST, FOR A CHORD DISTANCE OF 170.50 FEET THROUGH A CENTRAL ANGLE OF 25°58'35", FOR AN ARC DISTANCE OF 171.96 FEET;

THENCE SOUTH 73°30'15" WEST, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, FOR A DISTANCE OF 33.26 FEET TO THE WEST LINE OF TRACT 30, VANCOUVER TIDE LANDS;

THENCE SOUTH 00°44'45" WEST, ALONG THE WEST LINE OF SAID TRACT 30, FOR A DISTANCE OF 20.94 FEET;

THENCE NORTH 73°30'15" EAST, FOR A DISTANCE OF 39.46 FEET;

THENCE ALONG THE ARC OF A 359.30 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS NORTH 78°35'36" EAST, FOR A CHORD DISTANCE OF 63.71 FEET THROUGH A CENTRAL ANGLE OF 10°10'24", FOR AN ARC DISTANCE OF 63.80 FEET;

THENCE SOUTH 00°44'45" WEST, FOR A DISTANCE OF 51.92 FEET;

THENCE SOUTH 89°15'15" EAST, FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL II

A PORTION OF THE LOTS 1, 2, 7 AND 8, BLOCK 1, WEST VANCOUVER, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "B" OF PLATS, PAGE 40, RECORDS OF CLARK COUNTY, WASHINGTON, AND A PORTION OF THE U.S. MILITARY RESERVATION, A PORTION OF TRACT 30, VANCOUVER TIDE LANDS AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO GEORGE H. KILLIAN BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. G 695461, RECORDS OF CLARK COUNTY, WASHINGTON, ALSO INCLUDING A PORTION OF THE RIGHT OF WAY OF COLUMBIA WAY VACATED PER VACATION ORDINANCE M-1892, RECORDED UNDER AUDITOR'S FILE NO. 7812150085, RECORDS OF CLARK COUNTY, LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A 3 1/2 INCH BRASS DISC AT THE SOUTHEAST CORNER OF THE AMOS SHORT DONATION LAND CLAIM, SAID CORNER BEING AT THE INTERSECTION OF THE WEST LINE OF SAID U.S. MILITARY RESERVATION AND THE MEANDER LINE OF THE COLUMBIA RIVER;

THENCE SOUTH 22°40'48" WEST, ALONG THE WEST LINE OF SAID U.S. MILITARY RESERVATION, FOR A DISTANCE OF 113.64 FEET TO THE NORTH LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO CITY OF VANCOUVER BY DEED RECORDED UNDER AUDITOR'S FILE NO. 9005240068, RECORDS OF CLARK COUNTY, WASHINGTON;

THENCE NORTH 62°05'00" WEST, ALONG SAID NORTH LINE, FOR A DISTANCE OF 98.38 FEET TO THE WEST LINE OF SAID TRACT 30, VANCOUVER TIDE LANDS;

THENCE NORTH 00°44'45" EAST, ALONG THE WEST LINE OF SAID TRACT 30, FOR A DISTANCE OF 87.30 FEET;

THENCE NORTH 73°30'15" EAST, FOR A DISTANCE OF 39.46 FEET;

THENCE ALONG THE ARC OF A 359.30 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS NORTH 78°35'36" EAST, FOR A CHORD DISTANCE OF 63.71 FEET THROUGH A CENTRAL ANGLE OF 10°10'24", FOR AN ARC DISTANCE OF 63.80 FEET;

THENCE SOUTH 00°44'45" WEST, FOR A DISTANCE OF 51.92 FEET;

THENCE SOUTH 89°15'15" EAST, FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL III

A PORTION OF THE U.S. MILITARY RESERVATION, TRACT 31, VANCOUVER TIDE LANDS AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO GEORGE H. KILLIAN BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. G 695461, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A 3 1/2 INCH BRASS DISC AT THE SOUTHEAST CORNER OF THE AMOS SHORT DONATION LAND CLAIM, SAID CORNER BEING AT THE INTERSECTION OF THE WEST LINE OF THE U.S. MILITARY RESERVATION AND THE MEANDER LINE OF THE COLUMBIA RIVER;

THENCE SOUTH 46°43'19" EAST, ALONG SAID MEANDER LINE, FOR A DISTANCE OF 7.87 FEET;

THENCE SOUTH 43°08'58" EAST, CONTINUING ALONG SAID MEANDER LINE, FOR A DISTANCE OF 181.11 FEET;

THENCE SOUTH 32°43'54" WEST, FOR A DISTANCE OF 68.99 FEET TO THE INNER HARBOR LINE OF THE COLUMBIA RIVER;

THENCE NORTH 64°25'39" WEST, ALONG SAID INNER HARBOR LINE, FOR DISTANCE OF 160.69 FEET TO THE EASTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE CITY OF VANCOUVER BY DEED RECORDED UNDER AUDITOR'S FILE NO. 9005240068, RECORDS OF CLARK COUNTY, WASHINGTON;

THENCE NORTH 72°55'00" EAST, ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 20.35 FEET TO AN ANGLE POINT THEREIN;

THENCE SOUTH 57°26'30" EAST, CONTINUING ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 30.75 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 32°34'30" EAST, CONTINUING ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 0.50 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 11°56'06" WEST, CONTINUING ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 6.31 FEET TO THE NORTHERLY LINE OF SAID CITY OF VANCOUVER TRACT;

THENCE NORTH 57°26'30" WEST, ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 26.33 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 27°55'00" EAST, CONTINUING ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 3.63 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 62°05'00" WEST, CONTINUING ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 16.97 FEET TO THE WEST LINE OF SAID U.S. MILITARY RESERVATION;

THENCE NORTH 22°40'48" EAST, ALONG THE WEST LINE OF SAID U.S. MILITARY RESERVATION, FOR A DISTANCE OF 113.64 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL IV

A PORTION OF THE U.S. MILITARY RESERVATION AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO GEORGE H. KILLIAN BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. G 695461, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID KILLIAN TRACT, SAID CORNER BEARING SOUTH 77°35'47" EAST, A DISTANCE OF 362.77 FEET FROM A 3 1/2 INCH BRASS DISC AT THE SOUTHEAST CORNER OF THE AMOS SHORT DONATION LAND CLAIM, SAID CORNER OF THE KILLIAN TRACT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF COLUMBIA WAY;

THENCE SOUTH 32°43'54" WEST, ALONG THE EAST LINE OF SAID KILLIAN TRACT, FOR A DISTANCE OF 191.00 FEET TO THE MEANDER LINE OF THE COLUMBIA RIVER;

THENCE NORTH 55°08'53" WEST, ALONG SAID MEANDER LINE, FOR A DISTANCE OF 93.69 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 43°08'58" WEST, CONTINUING ALONG SAID MEANDER LINE, FOR A DISTANCE OF 65.14 FEET;

THENCE NORTH 32°43'54" EAST, FOR A DISTANCE OF 31.02 FEET;

THENCE NORTH 57°16'06" WEST, FOR A DISTANCE OF 12.00 FEET;

THENCE NORTH 32°43'54" EAST, FOR A DISTANCE OF 117.00 FEET;

THENCE NORTH 64°23'30" WEST, FOR A DISTANCE OF 80.50 FEET;

THENCE NORTH 78°02'30" WEST, FOR A DISTANCE OF 62.00 FEET;

THENCE NORTH 12°51'37" EAST, FOR A DISTANCE OF 28.91 FEET TO SAID SOUTH RIGHT OF WAY LINE;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE BEING THE ARC OF A 379.30 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS SOUTH 68°16'53" EAST, FOR A

CHORD DISTANCE OF 160.77 FEET THROUGH A CENTRAL ANGLE OF 24°28'16", FOR AN ARC DISTANCE OF 162.00 FEET;

THENCE SOUTH 56°02'45" EAST, CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, FOR A DISTANCE 47.40 FEET;

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE BEING THE ARC OF A 5760.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS SOUTH 56°35'57" EAST, FOR A CHORD DISTANCE OF 111.28 FEET THROUGH A CENTRAL ANGLE OF 01°06'25", FOR AN ARC DISTANCE OF 111.28 FEET TO THE POINT OF BEGINNING.

PARCEL V

A PORTION OF TRACT 31, VANCOUVER TIDE LANDS AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO GEORGE H. KILLIAN BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. G 695461, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID KILLIAN TRACT, SAID CORNER BEARING SOUTH 77°35'47" EAST, A DISTANCE OF 362.77 FEET FROM A 3 1/2 INCH BRASS DISC AT THE SOUTHEAST CORNER OF THE AMOS SHORT DONATION LAND CLAIM, SAID CORNER OF THE KILLIAN TRACT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF COLUMBIA WAY;

THENCE SOUTH 32°43'54" WEST, ALONG THE EAST LINE OF SAID KILLIAN TRACT, FOR A DISTANCE OF 191.00 FEET TO THE MEANDER LINE OF THE COLUMBIA RIVER AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 32°43'54" WEST, CONTINUING ALONG THE EAST LINE OF SAID KILLIAN TRACT, FOR A DISTANCE OF 29.94 FEET TO THE INNER HARBOR LINE OF THE COLUMBIA RIVER;

THENCE NORTH 64°25'39" WEST, ALONG SAID INNER HARBOR LINE, FOR A DISTANCE OF 158.03 FEET;

THENCE NORTH 32°43'54" EAST, FOR A DISTANCE OF 68.99 FEET TO SAID MEANDER LINE;

THENCE SOUTH 43°08'58" EAST, ALONG SAID MEANDER LINE, FOR A DISTANCE OF 65.14 FEET TO AN ANGLE POINT THEREIN;

THENCE SOUTH 55°08'53" EAST, CONTINUING ALONG SAID MEANDER LINE, FOR A DISTANCE OF 93.69 FEET TO THE TRUE POINT OF BEGINNING.

Developer Parcel Survey



EXHIBIT C
Pier Property

Tideland Lot 502291
West Vancouver #3 Block 2

(See attached)

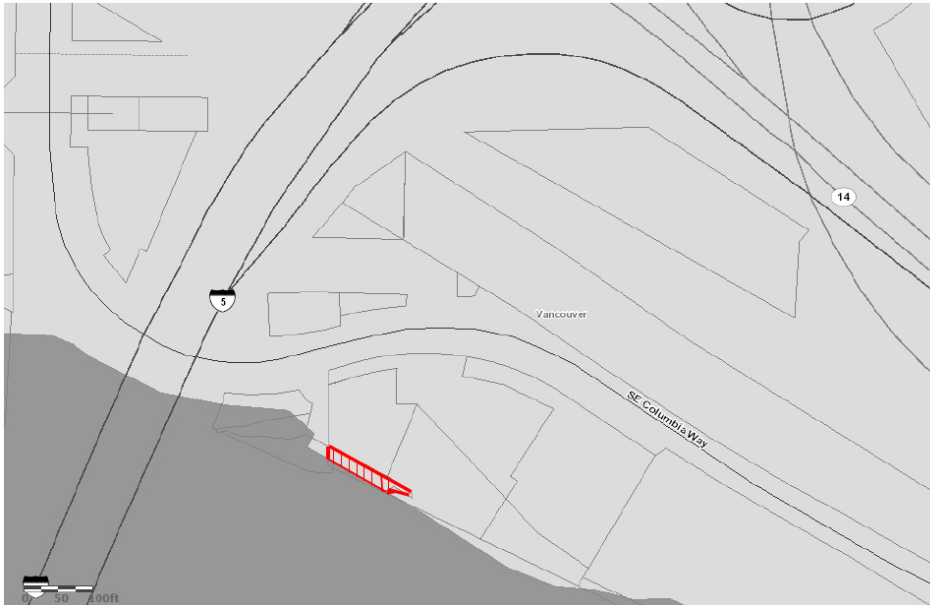


EXHIBIT D

Developer -Proposed Public Benefits Subject to Further Negotiation and Approval by City

Waterfront East Redevelopment Public Benefit

Renaissance Trail

Along the Renaissance Trail, the Developer proposes to install interpretive kiosks to tell some of the history of the Project Site, including:

- a. **Indigenous Peoples:** In conjunction with local historians, tribes, and other sources, provide acknowledgment of indigenous peoples who inhabited the land.
- b. **The Naming of Vancouver:** Lt. William Broughton, who in 1792 explored up the Columbia River by as many as 100 miles, named Vancouver after his commanding officer, Captain George Vancouver.
- c. **Lewis and Clark Expedition:** In the early in 1800s, Lewis and Clark camped just east of what is now Captain William Clark Park at Cottonwood Beach while returning from their famous expedition to the Pacific Ocean.
- d. **Fort Vancouver Was Born:** In 1825, Dr. James McLoughlin moved the northwest headquarters of the Hudson's Bay Company upriver from Astoria to a more favorable setting — now called Fort Vancouver.
- e. **The waterfront bustled with business:** An 1891 directory listed five sawmills, two sash-and-door factories, a box factory, three brickyards, and a brewery owned by Henry Weinhard on the Columbia River waterfront. The area was a transportation hub with a ferry landing, rail stops, and hotels.

Renaissance Boardwalk

The pier adjacent to the Columbia River has been in disrepair and closed to the public for over a decade. The two restaurants currently located on the Project Site have not maintained the public way and it has not been accessible to the public for decades. The Waterfront East Development will restore public access along the river with the construction of the Renaissance Boardwalk. The Renaissance Boardwalk will connect the west end of the site to the National Park Service trails at the east end of the site. Enhancing the Renaissance Boardwalk will be two special and significant public realm art pieces. Vancouver history that will be commemorated on the Renaissance Boardwalk includes:

- a. **The Witness Tree**, which stood witness to the rich history of our region:
 - i. The proud cottonwood overlooked the peace pipe meeting of local Native American chiefs early in the early 1800s.
 - ii. The location of the Witness Tree was known to be the landing point of the Hudson's Bay Company fur traders around 1824.
 - iii. General O.O. Howard fixed the military post survey lines with the Witness Tree at its southwest corner.
 - iv. Surveyors who surveyed the southwestern portion of Washington State drove a copper stake into the tree, anchoring it even more firmly into our history.
- b. **The first corner monument** established in Washington. This monument is the original SW corner of the Fort Vancouver Military Reservation, the SE corner of the Amos Short Donation Land Claim, and the SE corner of the Townsite of Vancouver as originally platted in 1860.

Demolition of Pier

The public City pier adjacent to the Project Site has fallen into disrepair and many years ago was fenced off due to the unsafe condition. The City is unable to maintain or repair the pier for public use and it is no longer an asset for the community. As part of the Project, the Developer will remove the existing pier.

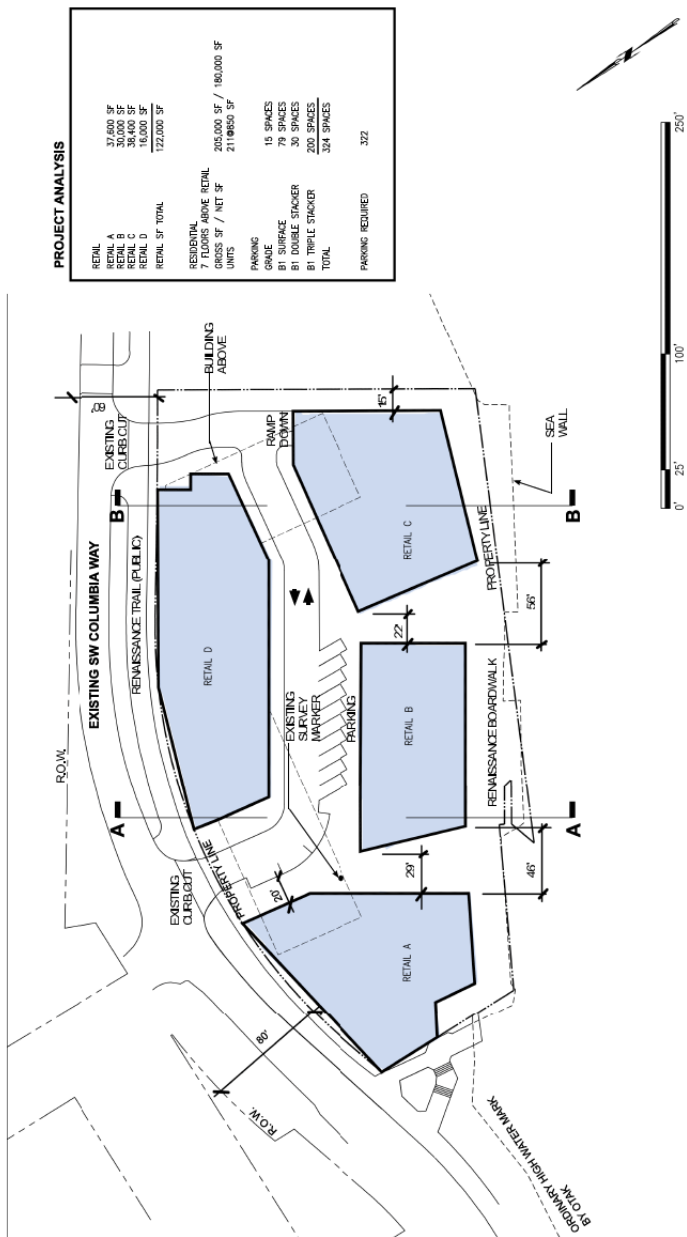
Public Realm – connecting the Renaissance Trail to the Renaissance Boardwalk

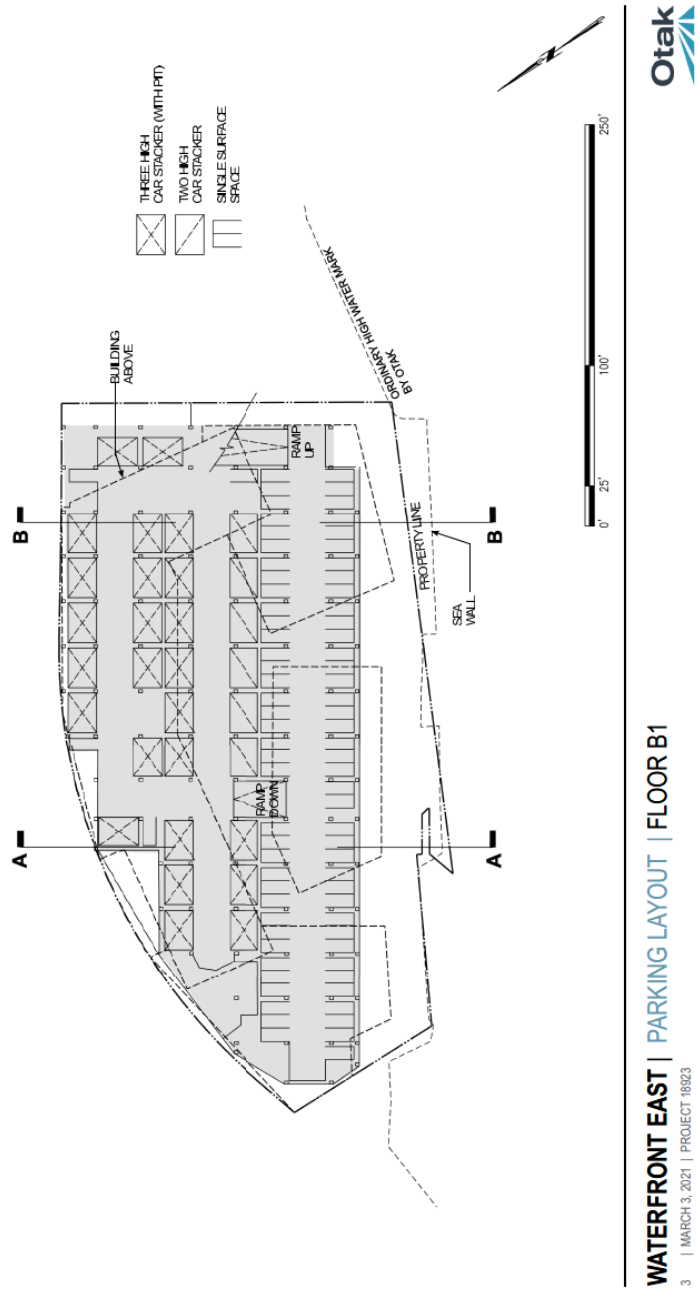
The current connection of the Renaissance Trail to the Pier and the proposed Renaissance Boardwalk has fallen into disrepair and does not meet ADA standards. The Waterfront East Development Project will include rebuilding this section of the public realm and upgrading it to ADA standards. The Developer will work with the parks department to re-landscape the area. This rebuilt west connection will connect to the Renaissance Boardwalk.

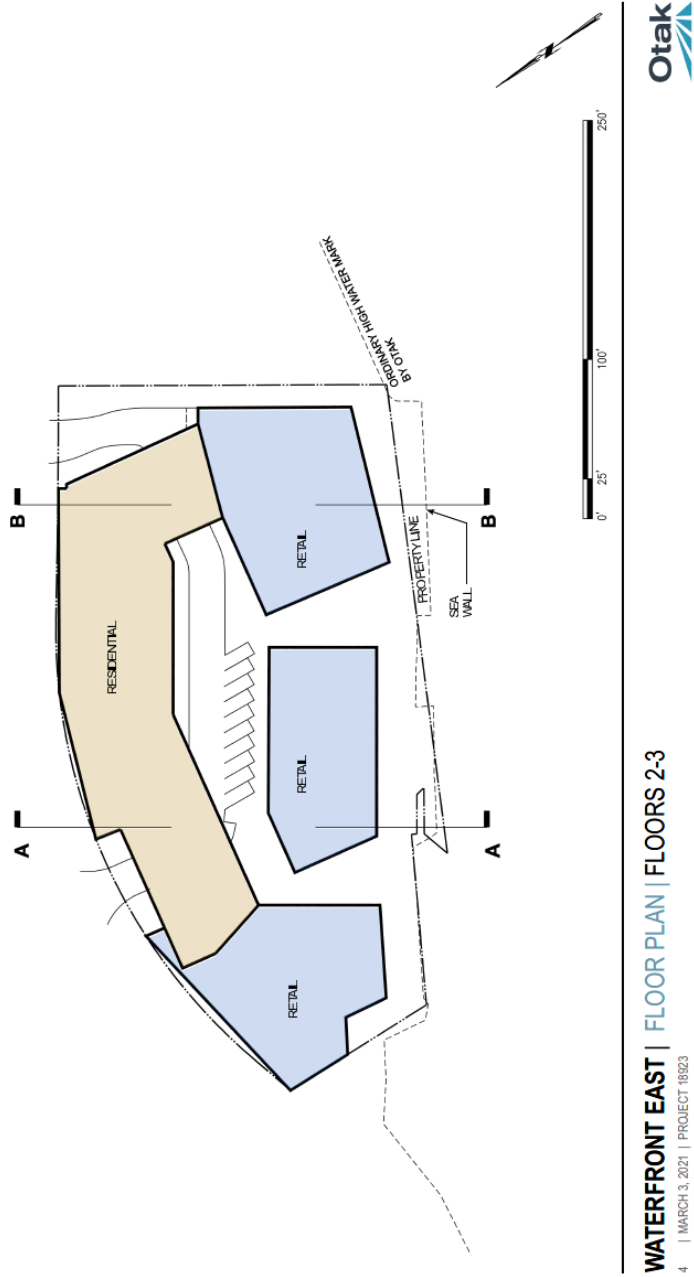
KIRKLAND WATERFRONT EAST | DEVELOPMENT PLAN

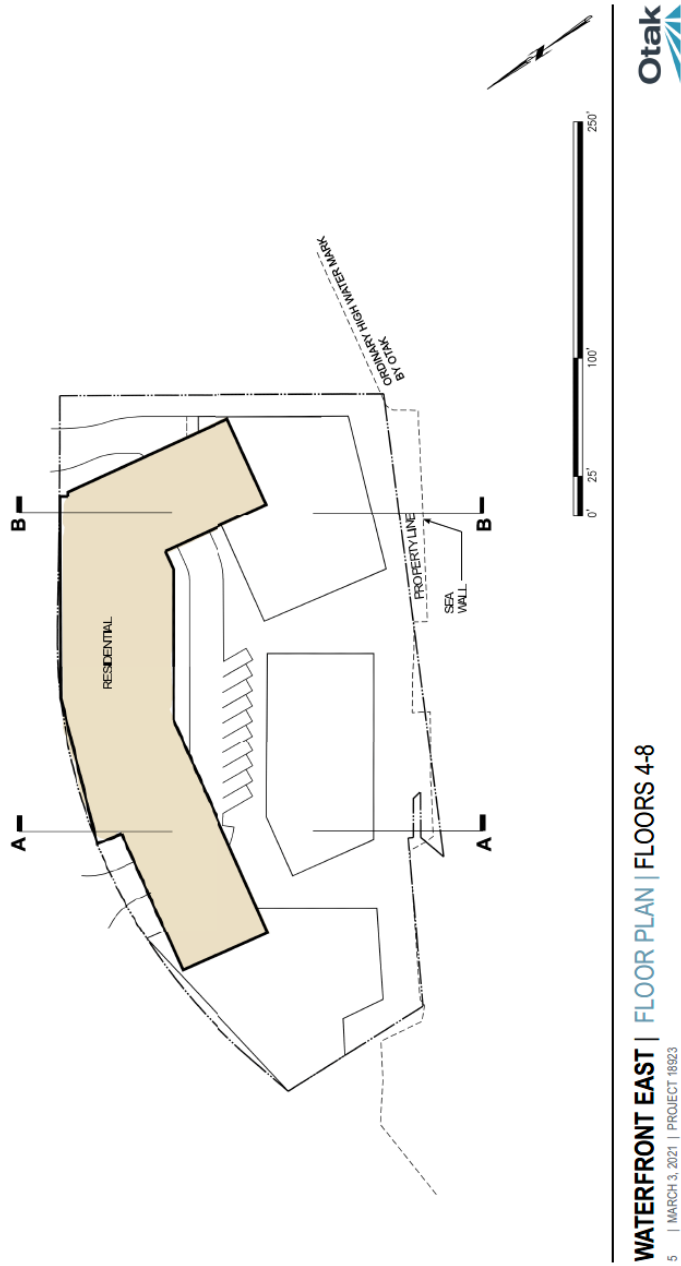
MARCH 3, 2021

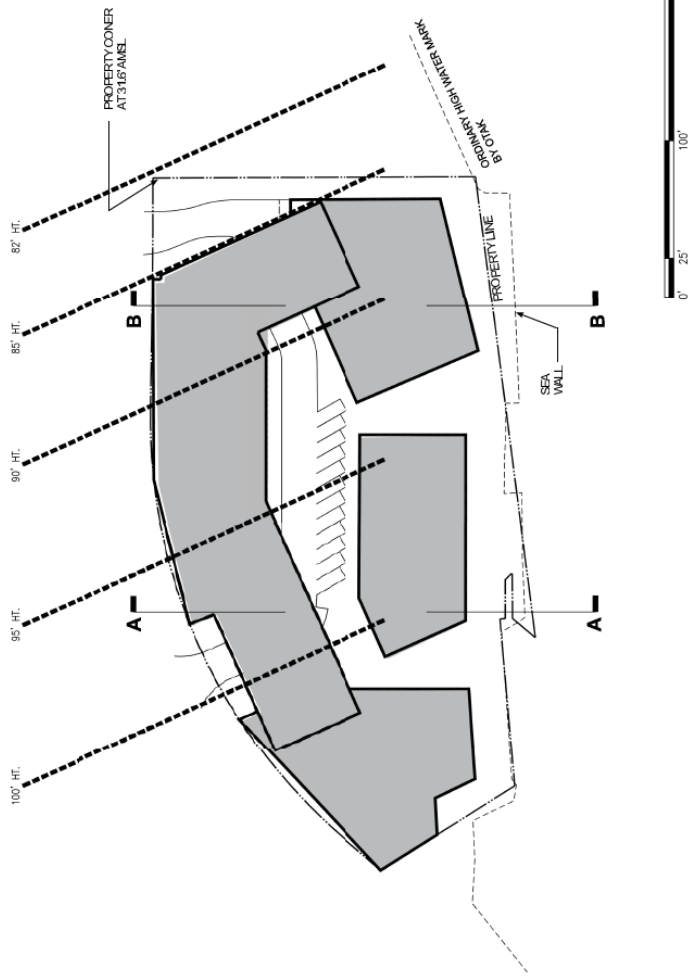






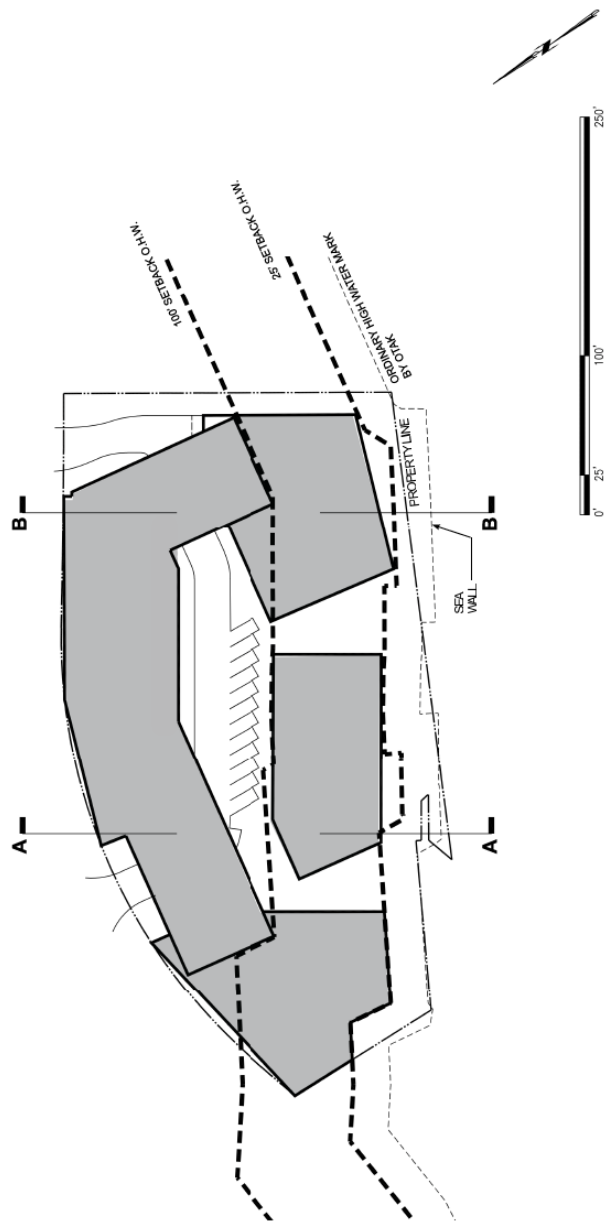


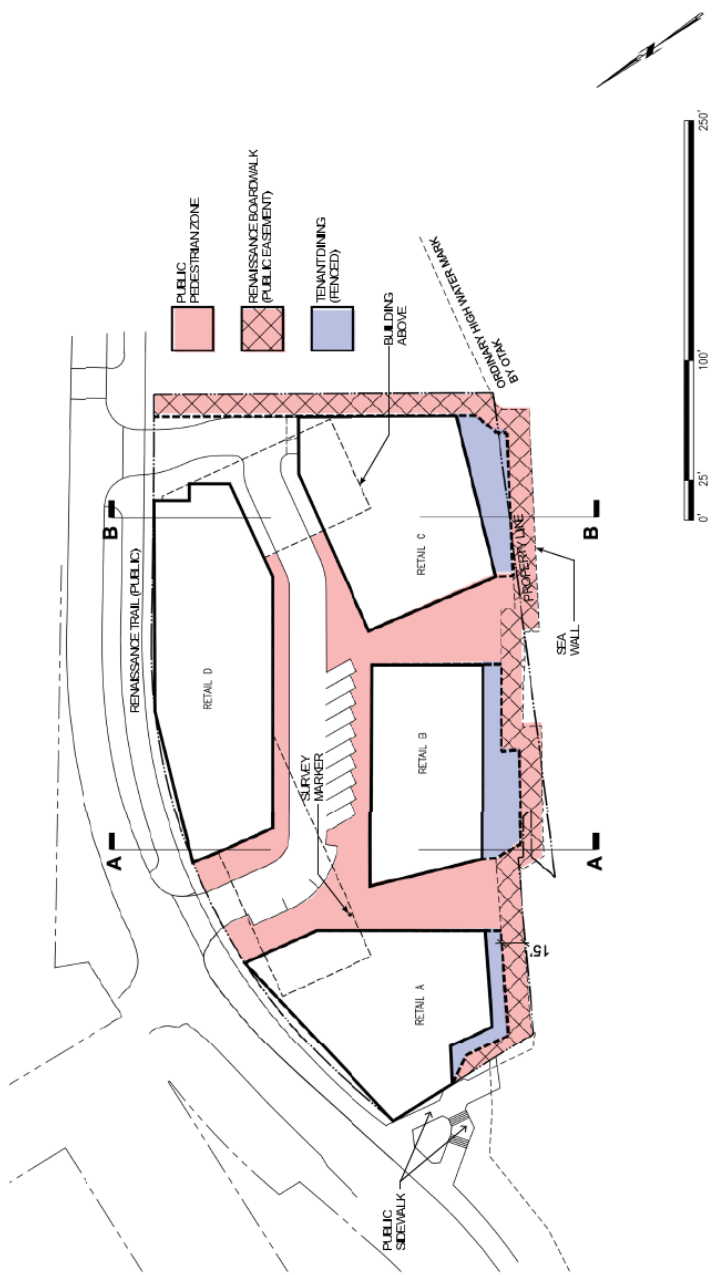




WATERFRONT EAST | PEARSON FIELD HEIGHT SETBACKS |

6 | MARCH 3, 2021 | PROJECT 18923

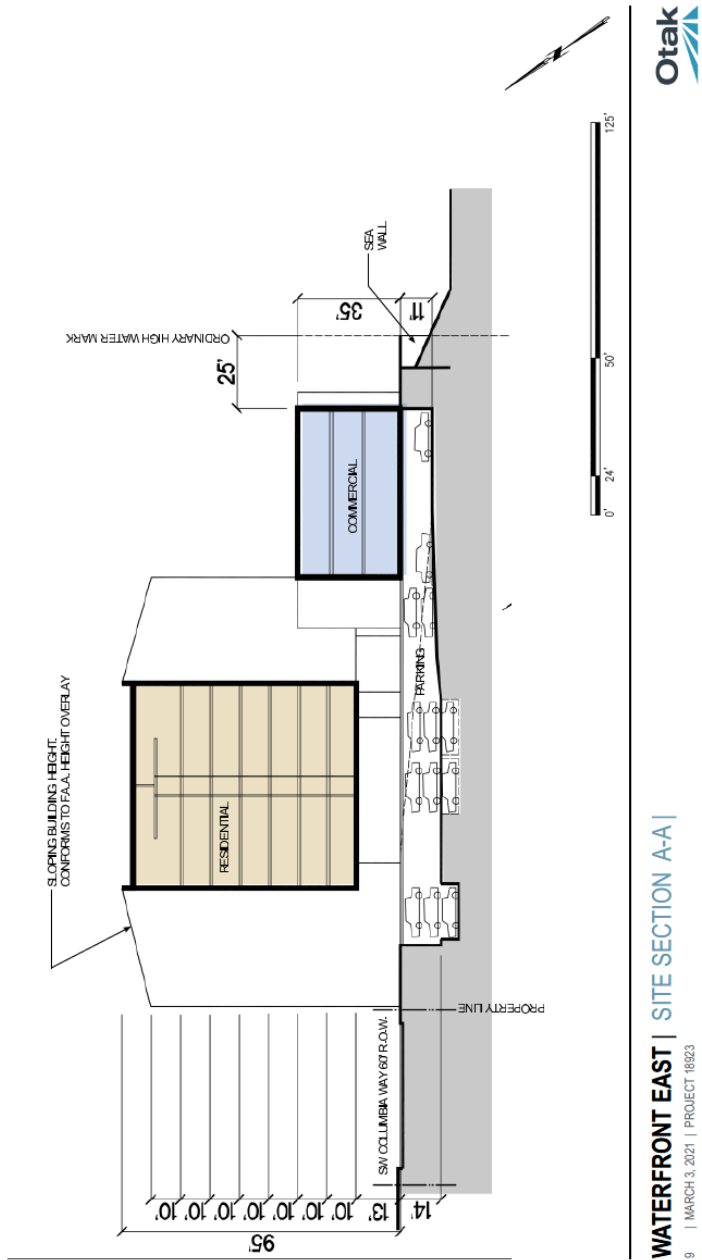




WATERFRONT EAST | PUBLIC/PRIVATE ZONES |

8 | MARCH 3, 2021 | PROJECT 16923





WATERFRONT EAST | SITE SECTION A-A |

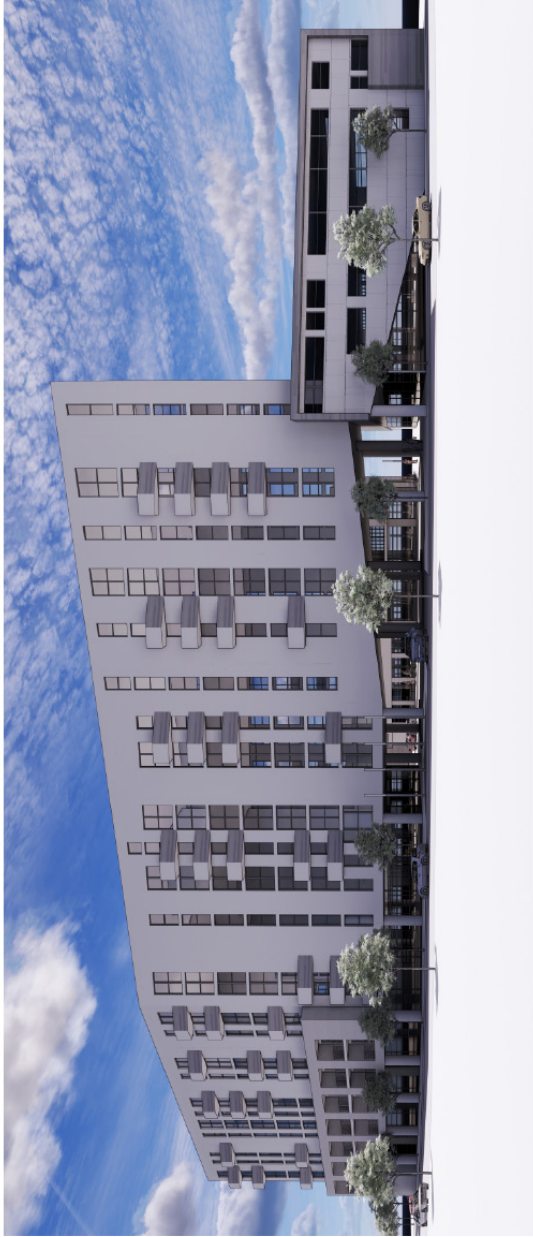
9 | MARCH 3, 2021 | PROJECT 18923



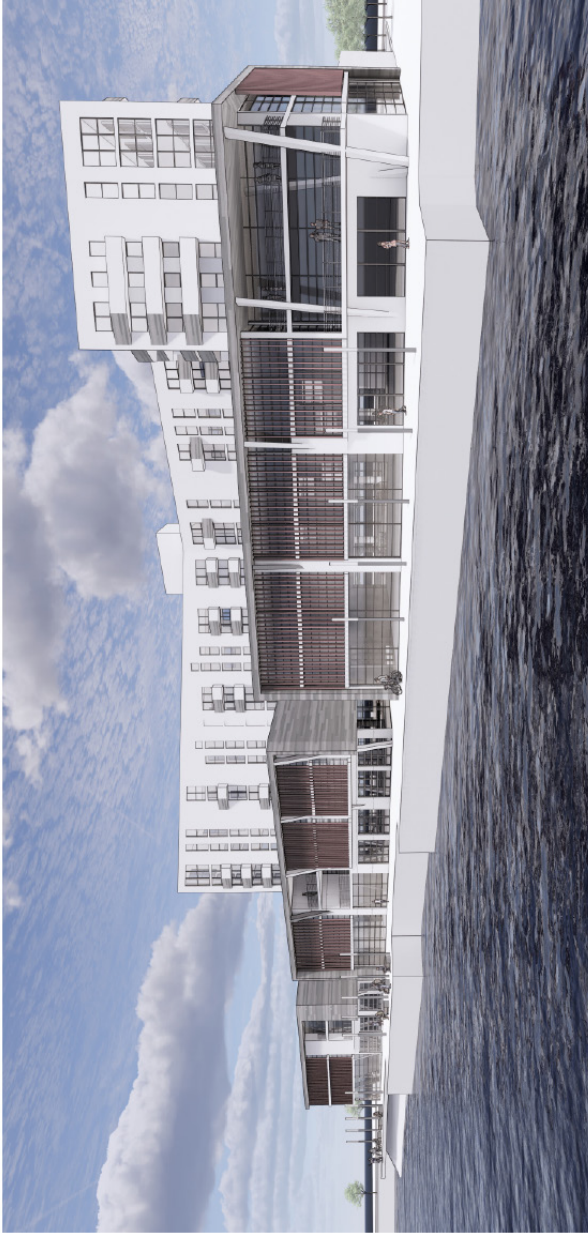


WATERFRONT EAST | CONCEPT MASSING |
11 | MARCH 3, 2021 | PROJECT 18223













WATERFRONT EAST | CONCEPT MASSING |
16 | MARCH 3, 2021 | PROJECT 18923



EXHIBIT F
Leased Property

Legal Description: Section 27 & 34, Township 02 North, Range 01 East, W.M.

Assessor's Property Tax Parcel or Account Number: Not Applicable

Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this lease: 502290000, 502295000, 502300000

(See attached)

Recorders Note
Legibility poor in a portion of
this document when received

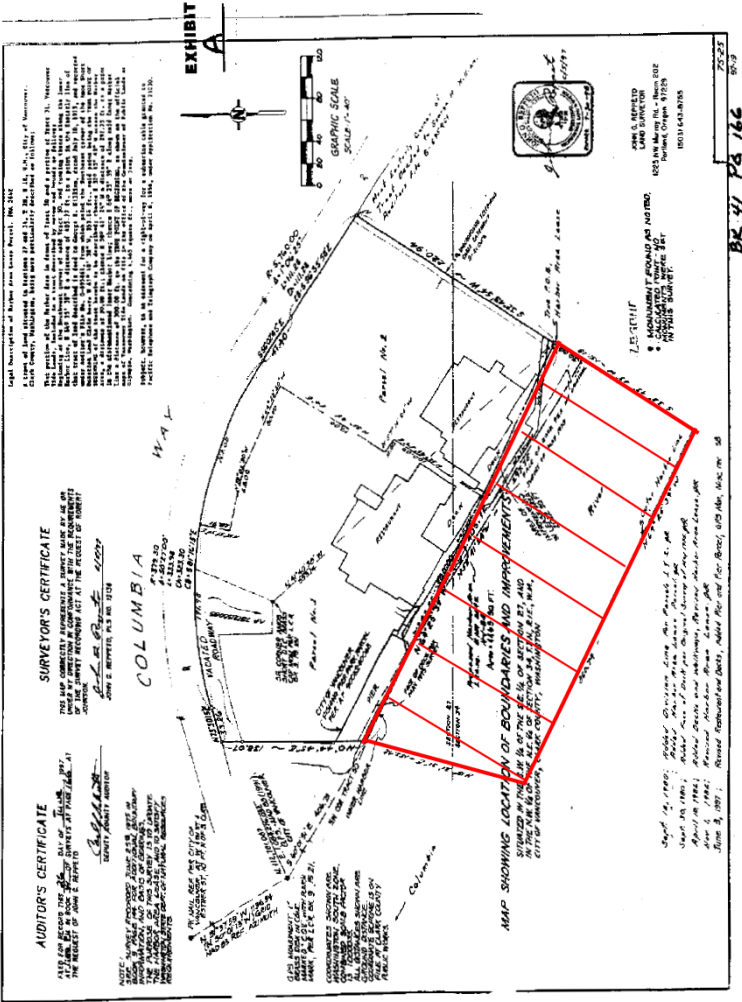


EXHIBIT G

Project Schedule

SCHEDULE OF PERFORMANCE

This schedule of performance summarizes the proposed timing for various milestones under the Development Agreement. Except for the commencement and completion of construction, the dates noted are goals and not deadlines, and so long as the Developer uses commercially reasonable diligence and efforts to complete the milestones set forth below, any failure to complete a milestone by the corresponding Date of Completion shall not constitute a failure of a condition or a default under the agreement.

Item	Milestone	Target Submission Date	Target Date of Completion
1.	Execution of Developer Agreement		Pending
2.	Type IV Master Plan Submittal	06/21	08/21
3.	Type II Detailed Development Plan/Site Plan Review Submittal (entire site/all buildings)	09/21	12/21
4.	Shoreline Permit Submittal	06/21	TBD
5.	Army Corps of Engineers Permit Submittal	06/21	
6.	Building Demolition Permit Submittal	12/21	01/22
7.	Pier Demolition Permit Submittal	09/21	TBD
8.	Grading Permit (entire site) Submittal	12/21	03/22
9.	Underground Parking Structure Building Permit Submittal	01/22	04/22
10.	Columbia Way Frontage Improvements	01/22	03/22
11.	Retail D/Residential Building Permit	03/22	06/22
12.	Retail A Building Permit Submittal	03/22	06/22
13.	Retail B Building Permit Submittal	03/22	06/22
14.	Retail C Building Permit Submittal	03/22	06/22
15.	Commencement of Construction – Underground Parking	04/22	
16.	Completion of Construction – Underground Parking Structure		12 months after issuance of early grading permits.
17.	Completion of Construction – Retail D/Residential Building		24 months after issuance of building permit
18.	Completion of Construction – Retail A Building		24 months after issuance of building permit
19.	Completion of Construction – Retail B Building		24 months after issuance of building permit
20.	Completion of Construction – Retail C Building		24 months after issuance of building permit

EXHIBIT H
Open Spaces and Pedestrian Ways

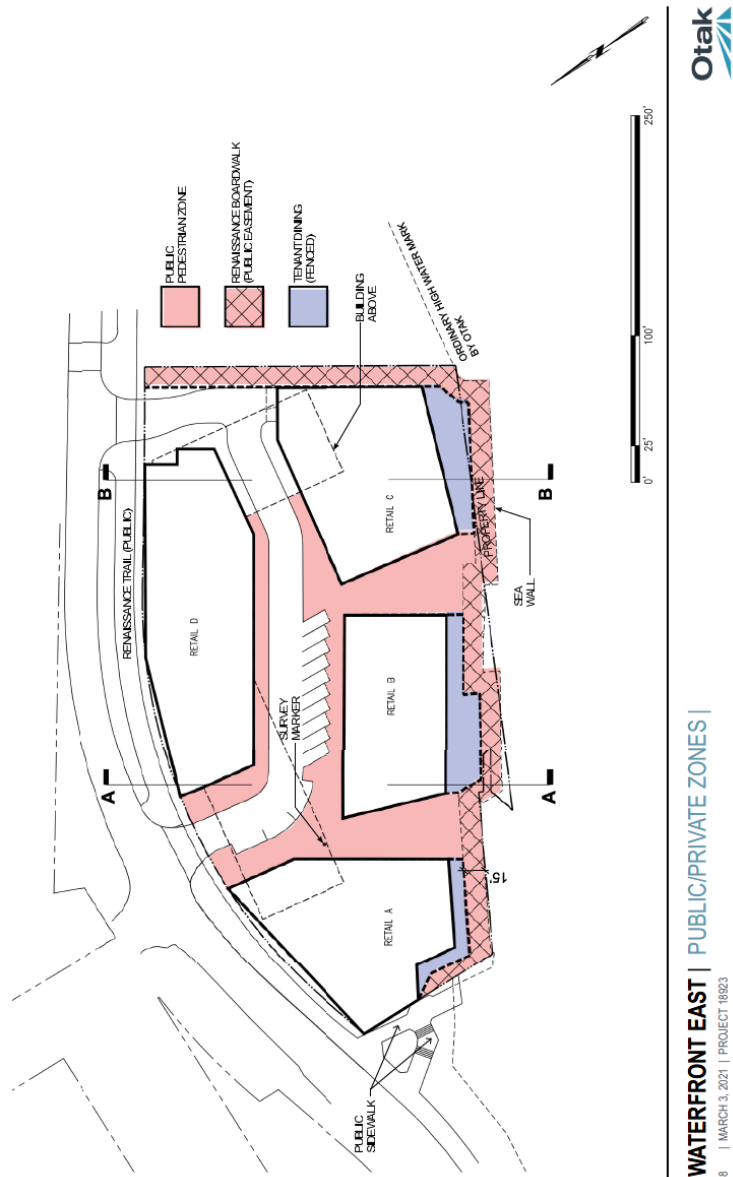


EXHIBIT I

Traffic Impact Analysis

CHARBONNEAU ENGINEERING July 2, 2020
Projected trip generation for Waterfront East Mixed-Use

ITE Land Use	Units	Weekday						
		ADT	AM Peak Hour			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit
Shopping Center (#820)	50,000							
Generation Rate ¹	sq. ft.	37.75	0.94	62%	38%	3.81	48%	52%
Total Driveway Trips		1,888	47	29	18	191	92	99
Internal Trips ² (ADT=23%; AM=16%; PM=17%)		434	8	5	3	32	15	17
External Trips ³		1,454	39	24	15	159	77	82
Pass-By Trips ⁴		494	13	8	5	54	26	28
New Site Trips ⁵		960	26	16	10	105	51	54
General Office (#710)	90,000							
Generation Rate ¹	sq. ft.	9.74	1.16	86%	14%	1.15	16%	84%
Total Driveway Trips		877	104	89	15	104	17	87
Internal Trips ² (ADT=23%; AM=16%; PM=17%)		202	17	15	2	18	3	15
External Trips ³		675	87	74	13	86	14	72
Mid-Rise Housing (#221)	130							
Generation Rate ¹	units	5.44	0.36	26%	74%	0.44	61%	39%
Total Driveway Trips		707	47	12	35	57	35	22
Internal Trips ² (ADT=23%; AM=16%; PM=17%)		163	8	2	6	10	6	4
External Trips ³		544	39	10	29	47	29	18
Hotel (#310)	135							
Generation Rate ¹	rooms	8.36	0.47	59%	41%	0.60	51%	49%
Total Driveway Trips		1,129	63	37	26	81	41	40
Internal Trips ² (ADT=23%; AM=16%; PM=17%)		260	10	6	4	14	7	7
External Trips ³		869	53	31	22	67	34	33
External Site Trips		3,542	218	139	79	359	154	205
Shopping Center Pass-by Trips		494	13	8	5	54	26	28
New Site Trips ⁶		3,048	205	131	74	305	128	177

¹ Source: *Trip Generation*, 10th Edition, ITE, 2017, average rates.

² Internal (mixed-use) trip reduction calculated with internal capture rates published in the Center for Urban Transportation Research *Trip Internalization in Multi-Use Developments*, April 2014.

³ External Trips = Total Trips - Internal Trips.

⁴ Pass-by percentage based on *Trip Generation Handbook, 3rd Edition*, ITE, 2017.

⁵ New Site Trips = Total Driveway Trips - Pass-by Trips.

⁶ New Site Trips = External Trips - Pass-by Trips.

Renaissance Boardwalk (Kirkland East) Development Agreement

VANCOUVER
CITY HALL



March 22, 2020
City Council Workshop

Chad Eiken, Director
Community and Economic Development

Presentation Overview

- Orientation to Project Site
- Project Changes Since August 2020 Workshop
- Proposed Project Scope
- Site Plan Drawings, Conceptual Renderings, Precedent Images
- Proposed Development Agreement Terms
- Next Steps
- Questions and Discussion



Project Site (2.3 acres)

Old Apple Tree Park

Project Changes Since August Workshop

- Project to be renamed “Renaissance Boardwalk”
- Project will be built in one phase, versus multiple phases
- Columbia Way will not be relocated through the property
- Construction will be entirely on project site; no off-site improvements to National Park Service or city property
- Construction of four buildings (vs. five)

Project Scope

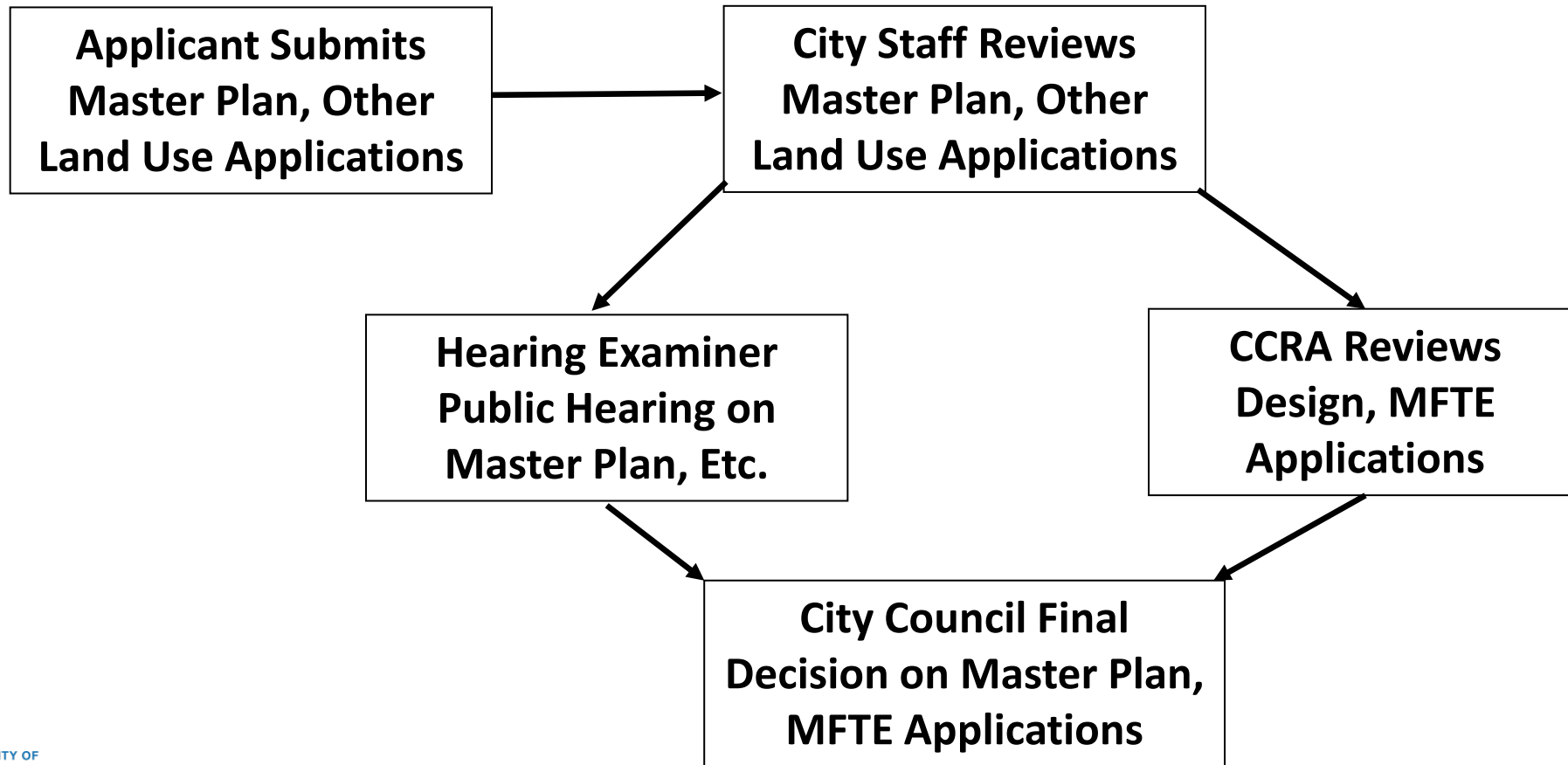
- One 8-story residential building with 200-220 units above 16,000 square feet of ground floor retail space
- Three 3-story buildings totaling 122,000 sf for office, retail and ground floor restaurant space (7-8 restaurants)
- 15 surface parking spaces and a 309-space underground garage
- Construction of a public boardwalk along the top of the shoreline wall to connect to existing trails on the east and west ends of the property
- Outdoor restaurant seating separated from the public boardwalk

Project Scope (continued)

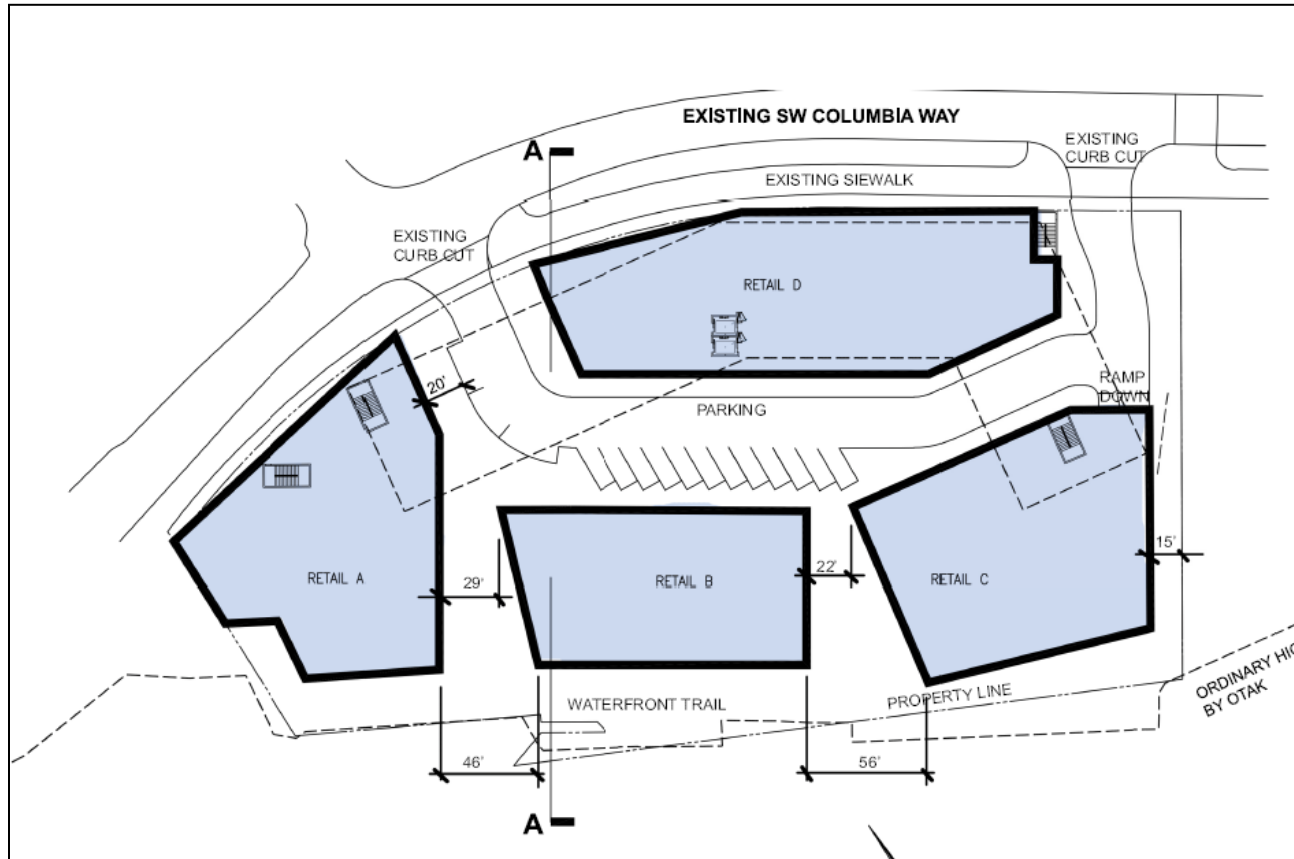
- Removal of two existing restaurant buildings
- Removal of city-owned wooden pier which is in disrepair and closed
- Retention of shoreline wall but removal of signage



Review Process After Development Agreement



Site Plan – Ground Floor



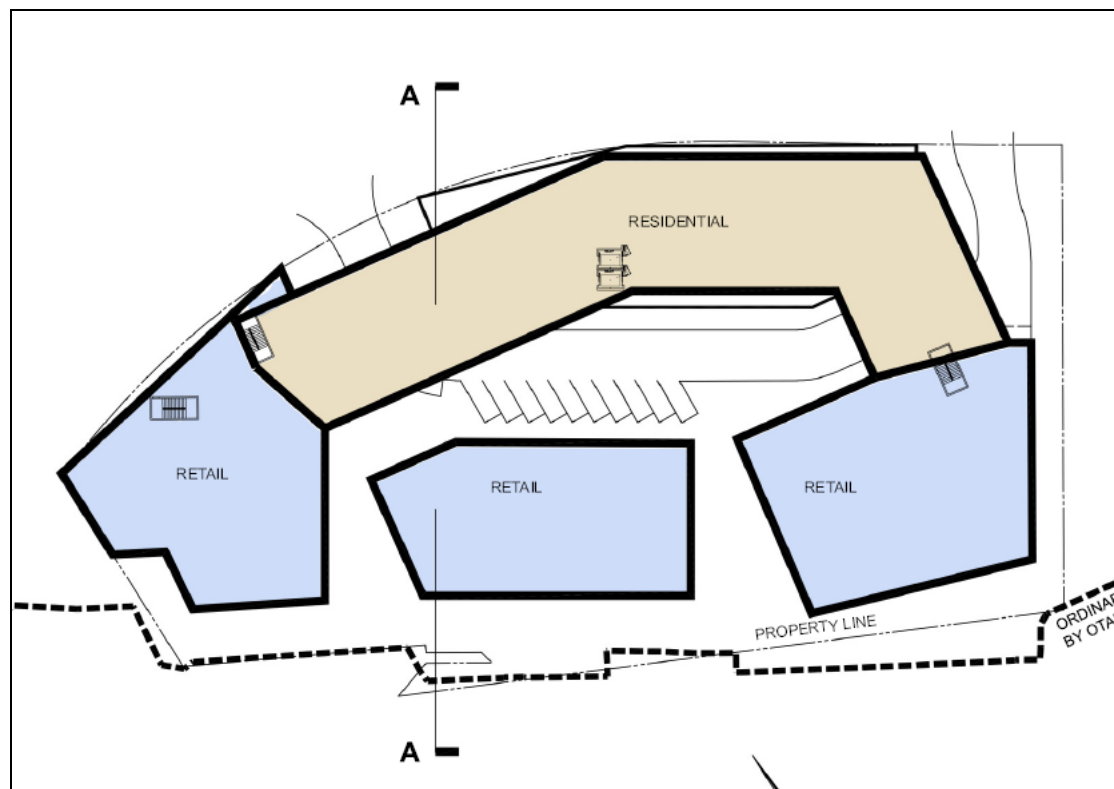
RETAIL	
RETAIL A	37,600 SF
RETAIL B	30,000 SF
RETAIL C	38,400 SF
RETAIL D	16,000 SF
RETAIL SF TOTAL	<u>122,000 SF</u>

RESIDENTIAL	
7 FLOORS ABOVE RETAIL	
GROSS SF / NET SF	183,000 SF / 150,000 SF
UNITS	200@750 SF

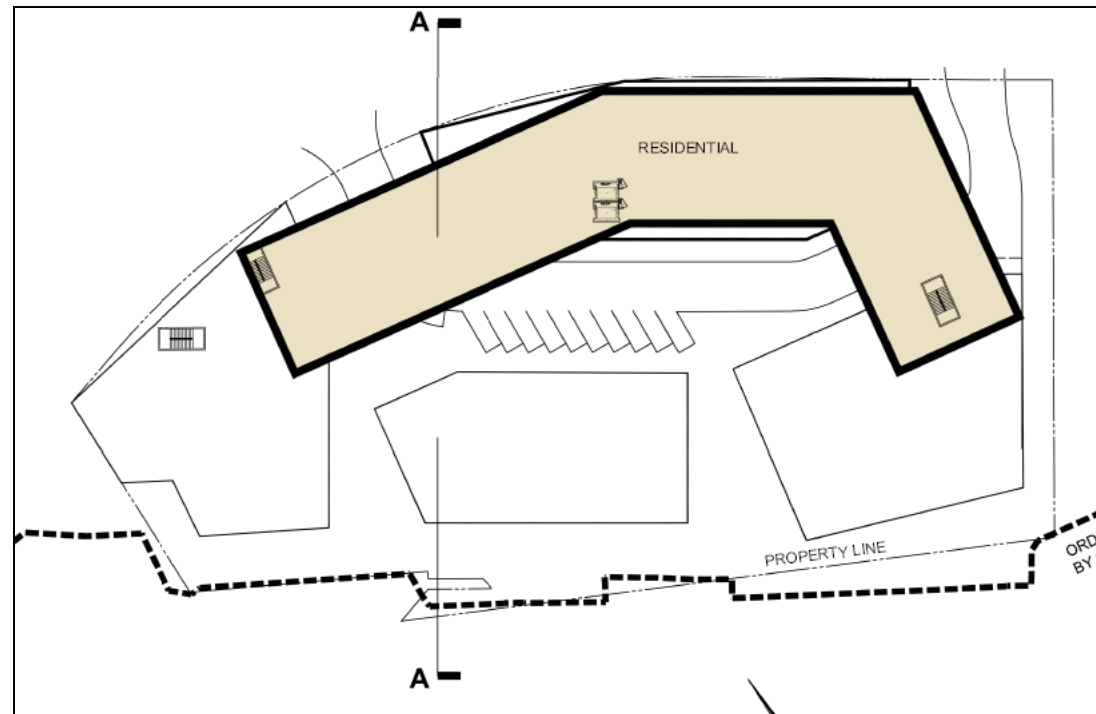
PARKING	
GRADE	15 SPACES
B1 SURFACE	79 SPACES
B1 DOUBLE STACKER	30 SPACES
B1 TRIPPLE STACKER	<u>200 SPACES</u>
TOTAL	<u>324 SPACES</u>

PARKING REQUIRED	322
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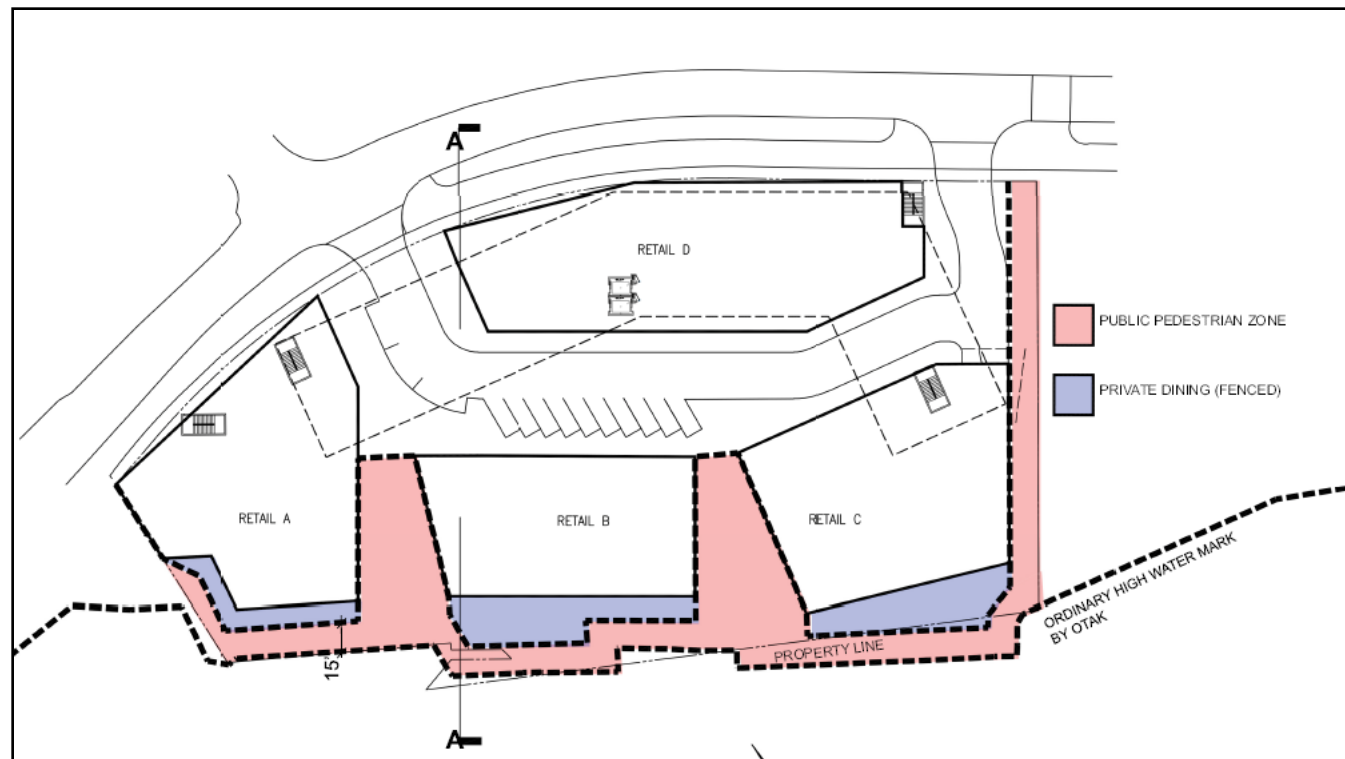
Site Plan - Floors 2-3



Site Plan - Floors 4-8



Site Plan – Pedestrian Zones



Conceptual Rendering – Looking South



Conceptual Rendering – Looking Northeast



Conceptual Rendering – Looking Northwest



Conceptual Rendering – Interior Drop-Off



Conceptual Rendering – Interior



Precedent Images/Influences on Design



Precedent Images/Influences on Design



Proposed Development Agreement Terms (cont.)

- Project will be constructed as described in the agreement and exhibits
- Duration: 10 years with an option to extend by up to 3 years
- Project to vest to use and zoning standards (not building or engineering) in effect at time of D.A. approval, for the term of agreement
- Project shall be vested with P.M. peak hour trips from traffic study
- Developer entitled to use two driveway curb cuts onto Columbia Way
- Project shall receive Traffic Impact Fee Credits for trips generated by the two existing restaurants once the buildings have been demolished

Proposed Development Agreement Terms

- All vertical development to meet energy and sustainability standards of a) LEED Silver or better, b) Earth Advantage Commercial, or c) Green Globes certification; City shall review documentation to confirm project meets relevant standards for certification; certification not required, however
- Sustainability measures shall include:
 - native and low-water/drought tolerant plantings;
 - electric vehicle charging stations;
 - use of mechanical parking stackers;
 - shoreline mitigation to include habitat enhancement

Proposed Development Agreement Terms (cont.)

- City Council agrees to consider request for the property to be brought into the Vancouver City Center Vision multi-family tax exemption (MFTE) area and to retain the 8-year market rate option in the program
- Developer will construct a 15-foot wide boardwalk across the property (east to west) along the shoreline wall, to connect to existing walkways at both ends
- Developer agrees to record a non-revocable public access easement over the boardwalk subject to reasonable rules to be approved by City;
- Dining and seating areas shall be separated from the public walkway using a fence, cables, or other measures approved by the Parks Department

Proposed Development Agreement Terms (cont.)

- Design of boardwalk and associated features including lighting, benches, etc. to be approved by Parks Department
- City to grant a construction easement so boardwalk can be connected to City trail along West side of property
- Following issuance of development approvals, Developer agrees to demolish existing city pier/boardwalk at no cost to City, and subject to any agency permits and conditions
- If City brings property into MFTE program area, City agrees to favorably consider the removal of pier as a public benefit for meeting market rate reqmt.

Proposed Development Agreement Terms (cont.)

- Building height of apartments between 85'-105', subject to FAA approval
- Developer to remove existing signage from bulkhead wall; no new signage will be placed on wall
- A historically significant survey feature is associated with the property which Developer agrees to either preserve or memorialize:
 - Location of the Witness Tree, the first survey corner monument in WA State (SW corner of the Fort Vancouver Military Reservation, the SE corner of the Amos Short Donation Land Claim and the SE corner of the original Townsite of Vancouver)
 - Tree was alive when Lewis and Clark landed in this location in 1805; tree fell over into the Columbia in 1909

Proposed Development Agreement Terms (cont.)

- City will provide System Development Charge (SDC) credits to Developer for existing restaurants when demolished: a) water credits = \$37,760; b) sewer credits = \$92,246.67 which may be used toward new building SDCs
- Developer shall pay proportionate share fee for planned improvements to intersection of Columbia House Boulevard and Grove Street/SR-14 for 18 A.M. peak hour trips at \$600.00 per trip generated by the project
- Public benefits/improvements proposed by Developer to qualify for the market rate multi-family tax exemption request require further negotiation (Exhibit D)
- Project schedule with target submittal and completion dates (Exhibit G)

Developer-Proposed MFTE Public Benefits

Proposed MFTE Public Benefits (subject to further negotiation with City)

1. Installation of five interpretive kiosks along the Renaissance Trail to tell the history of the area
2. Demolition and removal of City wooden pier structure in Columbia River which is in state of disrepair and has been closed to the public
3. Public art commemorating Witness Tree which was on the site until 1909
4. Preservation and “showcasing” of first survey monument in Washington
5. Reconstruction of connections to City Renaissance Trail to ADA standards at east and west ends of boardwalk trail

Typical Versus Unique D.A. Elements

Elements Typical in D.A.'s	D.A. Elements Unique to this Project
Project scope, design, uses	Removal of City pier/hazard; no cost to City
Vesting to zoning standards in effect	Sustainable design (e.g. LEED) and features (e.g. EV charging, pkg. stackers)
Vesting of trip capacity to system	15' public easement along shoreline
TIF and SDC credits for existing uses	Removal of signage on shoreline wall
Payment toward off-site improvement	Historic survey marker protection and art installation to commemorate Witness Tree
D.A. Term is 10 years plus 3 years	Crane height limited due to Pearson Airfield

Council Feedback Requested

- Proposed plan/layout, building heights/design, mix of uses, residential density
- Proposed public trail, plaza space and pedestrian connections to existing trails
- Proposed sustainability features
- General adequacy of public benefit features proposed by Developer

Next Steps

- April 2021:
 - o City Council public hearing on draft Development Agreement
- June 2021:
 - o Developer to submit land use applications and MFTE request to City for review
- August/September 2021:
 - o Hearing Examiner review of master plan
 - o CCRA review of MFTE application, design
 - o Council decision on master plan application, MFTE request

Questions and Discussion

VANCOUVER
CITY HALL



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Dean Kirkland, Chairman, Kirkland Development

Strategy Development Process

The Vancouver Climate Roadmap will provide a pathway for a resilient, low-carbon Vancouver by recommending the most impactful, systemic strategies to shift Vancouver toward carbon neutrality and increased community resilience.

This memo summarizes the strategy development and evaluation methodology that Cascadia Consulting Group (Cascadia) used to generate the strategies considered for inclusion in the Vancouver Climate Roadmap:

1. **Develop menu of strategies:** Review city planning documents, employ best available science and best practices, and integrate city staff input to develop an initial list of strategies. Gather input from city staff, the community, and stakeholders to refine the strategies.
2. **Develop prioritized shortlist of strategies:** Conduct qualitative multi-criteria analysis (MCA) on the refined strategies to arrive at a prioritized shortlist of strategies. It is possible all strategies will be moved forward, pending City review of strategy ratings. All strategies are provided in this document.

TABLE OF CONTENTS

Strategy Development Process	1
Menu of Draft Strategies	2
Initial Strategies	2
Refined Strategies	2
Prioritized Shortlist	5
Evaluation Steps	5
Evaluation Criteria	7
Multi-Criteria Analysis Results	14

MENU OF DRAFT STRATEGIES

The menu of draft strategies was prepared in two phases:

1. We developed **initial strategies** based on a review of City documents, results from interviews with City staff, best available science and best practices, and climate action plans from peer cities and leading jurisdictions.
2. We developed **refined strategies** based on input from city staff, the community, and stakeholders.

Initial Strategies

We began by developing a **draft menu of initial strategies**. We used the following sources to develop **30 initial strategies**:

- **Review of key City documents:**
 - 2016-2021 Strategic Plan
 - 2011-2030 Comprehensive Plan
 - 2018-2023 Comprehensive Economic Development Plan (CEDP)
 - Greater Portland 2020: Comprehensive Economic Development Strategy (CEDS)
 - Hazard Mitigation Plan (Vol 1 and Vol 2)
 - Regional Transportation Plan
 - Vancouver Transportation Plan
 - Vancouver Sustainability Plan
 - Reside Vancouver
 - 2020 District Heights Plan
- **Results from City of Vancouver staff interviews:** Staff from Facilities, Fleet, Long-Range Planning, Urban Forestry, Solid Waste, Economic Development, and Water Systems shared their current sustainability and climate efforts, lessons learned, and recommendations for future climate and sustainability action.
- **Best available science** regarding effective strategies to reduce greenhouse gas emissions, increase community resilience, and promote community-wide sustainability.
- **Climate action plans from peer cities and leading jurisdictions** including Everett, Redmond, Bellevue, Flagstaff (AZ), San Francisco (CA), Albany (CA), Providence (RI), King County, and King County-Cities Climate Collaboration (K4C).

The 30 initial strategies are organized into nine focus areas that work together to comprehensively reduce emissions and/or build resilience:

- ▶ Cross-cutting focus areas include **governance, equity, and green economy**.
- ▶ Sector-specific focus areas include **land use, transportation, buildings & energy, natural systems, water & wastewater, and solid waste**.

Refined Strategies

To refine the strategies, we coordinated **review and vetting** of the draft menu of initial strategies:

- City staff reviewed the draft menu of potential strategies to improve feasibility and implementability, focusing on the areas with which they were most familiar.
- Select external stakeholders from League of United Latin American Citizens (LULAC), the business and economic development community, implementation partners (NW Natural, Clark PUD, Port of

Vancouver, C-TRAN), and environmental organizations reviewed the full list of potential strategies through community roundtables.

We revised the initial strategies menu and added four new strategies based on City staff and stakeholder input, as well as the results from a public survey focused on a vision and priorities for the Climate Roadmap. We then conducted the multi-criteria analysis on the refined menu of 34 strategies. See the **Prioritized Shortlist** for the MCA steps, evaluation criteria, and MCA results for Vancouver.

Survey Results

The survey ran for approximately one month in fall 2020; **575 people responded**.

Key results that informed the development of the strategies menu include:

- ▶ **Two-thirds** of respondents indicated Vancouver is **doing poorly or fairly on sustainability** and climate action.
- ▶ **Two-thirds** of respondents indicated Vancouver should be **more ambitious or much more ambitious** in taking action on sustainability or climate change. These correspond to the Bold and Leading Edge targets proposed, respectively.
- ▶ **Transportation and Consumption & Waste are the priorities for emissions reduction**, with approximately 40% of respondents selecting each of these sectors. However, when asked how they would invest a fictional \$1,000, respondents prioritized Transportation and Energy for investment, followed by Consumption & Waste.
- ▶ A reliable **clean water** supply, **reliable energy** supply, and **public health services** (access to healthcare, healthy food, and emergency services; safety in public spaces; cooling and warming centers) are the **priorities for resilience**. However, when asked how they would invest a fictional \$1,000, respondents prioritized a reliable energy supply, public health services, and climate-resilient physical infrastructure, followed by a reliable clean water supply.
- ▶ At least 1 in 5 respondents would like to:
 - Invest in solar panels for my home or business
 - Purchase or drive an all-electric vehicle
 - Participate in a renewable energy program through my local utility
 - Drive a vehicle that gets more than 30 MPG in the city
 - Invest in home energy efficiency improvements

To determine weights for the criteria used in the MCA, we also considered respondents' input on what they considered most important in choosing actions to reduce carbon pollution. These results are provided in the **Criteria Weights** section of this document.

City Staff Input

Approximately 15 staff across six departments provided input on strategy development and refinement. City staff were interviewed to inform both the initial strategies and refined strategies.

Key results from interviews during initial strategy development suggested that strategies should consider:

- ▶ Secure **funding** and institutionalize **leadership**
- ▶ **Align** with current and future plans and policies

- ▶ Require **recycling** and **composting**, expand **tree canopy** and **green space**, and invest in **electric vehicle (EV) infrastructure**

Key results from interviews during strategy refinement suggested that to improve feasibility and implementability, the strategies should:

- ▶ **Empower staff** and clarify roles
- ▶ Further emphasize **equity**
- ▶ Link sustainability to **efficiency** and ongoing efforts
- ▶ Pursue **low-hanging fruit**

Community and Stakeholder Input

Approximately 30-40 community members and stakeholders representing approximately 15 organizations provided input on strategy refinement. Participants included representatives from League of United Latin American Citizens (LULAC), the business and economic development community, implementation partners (NW Natural, Clark PUD, Port of Vancouver, C-TRAN), and environmental organizations.

The table below summarizes the key insights used to refine the strategies.

	LULAC	Business/ Implementers	Environment
Integrate just transition/improve equity			
Support free movement of goods			
More sustainable medium- and heavy-duty vehicles, including alternative fuels			
Leverage current/anticipated state policies & model ordinances			
Take a different approach to natural gas use			
Integrate habitat conservation and connectivity			

PRIORITIZED SHORTLIST

Cascadia led a qualitative multi-criteria analysis of the menu of strategies to arrive at a **prioritized shortlist** for the City's consideration. The multi-criteria analysis assigns qualitative numerical scores to each proposed strategy and criterion to arrive at an overall priority score for each strategy.

This section summarizes the steps to reach the prioritized shortlist:

- ▶ An overview of the **evaluation steps** for the multi-criteria analysis.
- ▶ Detailed descriptions of the **evaluation criteria**, including sub-criteria definitions and criteria weights.
- ▶ **Results from the multi-criteria analysis**, by sector and target.

Evaluation Steps

Briefly, the steps are:

1. To arrive at a priority score, **each criterion** is clearly **defined** and assigned a **weight**. These weightings were determined based on relative priorities as indicated by City staff, stakeholders, and the public. Criteria were divided into **subcriteria** to inform the scoring process. These subcriteria ensure that our evaluation considers the various facets of the criterion; for example, "feasibility" could consider an array of constraints ranging from the City's level of control, to regulatory, political, and technology constraints.
2. We developed **qualitative score matrices** to allow for a consistent, objective ranking process. Cascadia assigned scores for each strategy based on the criteria definitions and our best judgement drawing from available literature, peer city case studies, our knowledge of City context, engagement results, and consultant experience. Our team also recorded 1-2 sentences of **brief rationale** for each strategy to provide further substantiation. Strategies that land on different values for a subcriterion are assigned an average score; each criterion is evaluated on a 1 (low) to 5 (high) scale.
3. We use priority scores to arrive at a **prioritized shortlist of strategies** for inclusion in the Climate Roadmap. However, it is possible all strategies will be moved forward, pending City discretion and ongoing community and stakeholder input.

Example: Distinguishing between two strategies

Below are two actions Cascadia evaluated to prepare the City of Everett's (WA) Climate Action Plan (CAP). While both actions have the same impact, cost/affordability, and co-benefits scores, the second action is substantially more feasible and somewhat more equitable. As a result, the second action received an overall higher score and better achieves the City's climate goals.

Action	Priority Score	Impact	Equity	Cost/ Affordability	Feasibility	Co-benefits
Advocate for regional congestion pricing authority.	2.6	4	1	4	2	3
Accelerate the implementation of the "Complete Streets" policy.	3.4	4	2	4	4	3

Example: Evaluating sub-criteria

In this example, the action's score for the Impact criterion would be based on where the action lies within the two subcriteria shown below.

Score	Impact	
	Likely to address goals?	Addressing a major need?
1	Very unlikely - voluntary/indirect action with limited reach/scaling	Addresses a very minor need - very low emissions source or very low priority goal for City/community
2	Unlikely - voluntary/indirect action with broad reach/scale	Addresses a minor need - low emissions source or low priority goal for City/community
3	Somewhat likely - voluntary/indirect, but with financial incentives	Addresses an average need - average emissions source or average priority goal for City/community
4	Likely - regulatory/infrastructure project, but with limited reach/scaling	Addresses a higher-than-average need - high emissions source
5	Very likely - regulatory/infrastructure project with broad reach/scale	Addresses a very major need - very high emissions source

The action "introduce incentives for electric heat pumps," addresses the high emissions from the buildings sector but is an incentive, which is less impactful than a regulatory or infrastructure project. Therefore, the average score is a 3:

Action	Impact		
	Likely to address goals?	Addressing a major need?	Total Impact Score
Introduce incentives for electric heat pumps.	2	4	3

Evaluation Criteria

Summary

Based on input from City staff, City Council, community roundtables, the public survey, best practices, and our expertise and experience, we have proposed the following criteria to evaluate the draft strategies supporting the Vancouver Climate Roadmap. Each subcriterion is evaluated on a 1 (low) to 5 (high) scale.

Criterion		Weight	Definition/Subcriteria
Impact		0.25	What is the scope and likelihood that the strategy will reduce GHG emissions or enhance resiliency? By when? Can impact be measured and tracked?
			Does the strategy address a major need (i.e., high GHG emissions source or climate risk)?
Cost		0.15	What are the lifecycle costs of the strategy by the target date?
			How costly is this type of strategy?
			What are the costs of inaction for this strategy?
Community Support		0.1	Do residents support/agree with the strategy?
			Do community stakeholders/partners support/agree with the strategy?
Feasibility		0.1	What is the City's level of control over implementation?
			Are there regulatory, political, or technological constraints related to strategy implementation? Is the strategy adaptable to new technologies?
Equity		0.2	Does the strategy address the needs of overburdened populations?
			Does the strategy reduce vulnerability for all populations? Is it fair?
			Are benefits distributed equitably across the community? Do they redress historic inequities?
Co-benefits or synergies		0.2	Does the strategy support the green economy, public health, and other City priorities? Does it present an opportunity for City leadership? Does it have an adaptation or mitigation co-benefit?

Impact

The two proposed subcriteria evaluate impact according to whether the strategy is focused on the City's highest-emissions sources and/or greatest climate risks, how broadly the strategy would affect the City/community, how likely it is the impact will be realized, the timeline of that impact, and the ease of measuring and tracking the impact.

Likely to address goals (i.e., scope and likelihood of impact)?	Addressing a major need? Depending on whether action is primarily mitigation or adaptation:
Very Low - VOLUNTARY strategies (e.g., education/outreach) that INDIRECTLY reduce emissions and/or enhance resilience; limited ability to scale (i.e., very low impact/reductions); will be difficult to measure/track impact.	Addresses a very minor need - Mitigation: very low emissions source (water & wastewater) Adaptation: very low climate risk for City/community

Likely to address goals (i.e., scope and likelihood of impact)?	Addressing a major need? Depending on whether action is primarily mitigation or adaptation:
Low – non-monetary incentives, regulation, or capital project that DIRECTLY reduce emissions and/or enhance resilience; VOLUNTARY with ability to scale (i.e., low impact/reductions); may be difficult to measure/track the impact.	Addresses a minor need - Mitigation: low emissions source (solid waste) Adaptation: low climate risk for City/community
Moderate - VOLUNTARY/indirect programs that DIRECTLY reduce emissions and/or enhance resilience, but with FINANCIAL INCENTIVES (i.e., moderate impact/reductions); likely able to measure/track impact.	Addresses an average need - Mitigation: average emissions source (natural systems) Adaptation: average climate risk for City/community (risks to part of the economy)
High - REGULATORY/INFRASTRUCTURE projects that DIRECTLY reduce emissions and/or enhance resilience, but with limited reach/scaling by any year or with broad reach/scale that will be realized IN/AFTER 2045 (i.e., high impact/reductions); will be able to measure/track impact.	Addresses a higher-than-average need - Mitigation: high emissions source (buildings & energy, land use) Adaptation: high climate risk for City/community (indirect risks to overburdened communities)
Very High - REGULATORY/INFRASTRUCTURE projects that DIRECTLY reduce emissions and/or enhance resilience with broad reach/scale that will be realized BEFORE 2045 (i.e., very high impact/reductions); will be able to measure/track impact.	Addresses a very major need - Mitigation: very high emissions source (transportation, consumption) Adaptation: very high climate risk for City/community (direct risks to overburdened communities)

Cost

At the strategy level, reliably assessing cost is difficult because so much will depend on the actions selected to support the strategy. We address this challenge in three ways:

- We focus on the **lifecycle costs** of the strategy—how much it is likely to cost to achieve the intended goal of the strategy by the intended target date. This approach allows for variation in how the strategy is implemented. Since it is important to consider both the overall cost and the cost compared to current and projected City costs (i.e., the current baseline), we have also considered the City's baseline costs.
- We focus on the **relative costs** of strategies to provide an order-of-magnitude measure of how much strategies are likely to cost compared to each other. Strategies that focus on planning or education, for example, will be much less expensive than those that focus on major infrastructure or capital improvements.
- We focus on the **costs of inaction** of strategies to provide an order-of-magnitude measure of the potential damages and costs to catch up to the community from delayed action or inaction. This is distinct from lifecycle costs, which assess costs compared to cost savings.

Lifecycle costs by the target end date	Relative costs	Costs of inaction
Very high – costs CANNOT BE RECOUPED by target date; may be COSTLIER OVERALL compared to current cost baseline.	Very high – MAJOR INFRASTRUCTURE/capital improvement project.	Very low – failing to implement this strategy will risk MINIMAL costs/damages to the community.

Lifecycle costs by the target end date	Relative costs	Costs of inaction
High – costs MAY NOT BE RECOUPED by target date but likely will beyond the target date, compared to current cost baseline.	High – MODERATE INFRASTRUCTURE projects and large programs.	Low – failing to implement this strategy will risk MODERATE costs/damages to SOME in the community.
Moderate – costs are LIKELY TO BE RECOUPED by the target date and/or are COMPARABLE to current cost baseline.	Moderate –SMALL INFRASTRUCTURE projects and LARGER PLANS, policies, and small programs.	Moderate – failing to implement this strategy will risk MODERATE costs/damages to the ENTIRE community.
Low – costs are LIKELY TO BE RECOUPED by the target date with SOME COST SAVINGS compared to current cost baseline.	Low – SIMPLE policy changes, studies, and small plans.	High – failing to implement this strategy will risk SIGNIFICANT costs/damages to SOME in the community.
Very low – costs are LIKELY TO BE RECOUPED by the target date with SIGNIFICANT COST SAVINGS compared to current cost baseline.	Very low – planning strategy or MINIMAL TO NO CITY INVESTMENT; City may already be working on it.	Very high – failing to implement this strategy will risk SIGNIFICANT costs/damages to the ENTIRE community.

Community Support

Community support may vary among residents, stakeholders, and other partners (e.g., implementation partners like Clark PUD, the business community, the environmental community). Therefore, we propose subcriteria tailored to these sectors of the community. The “stakeholder & partner support/agreement” subcriterion is intended to assess the level of political and other support from partners and stakeholders in the community; political support from government is assessed in the Feasibility criteria.

To evaluate level of support, we first consider input from the roundtables, City staff input on community perspectives, survey results, and BeHeard Vancouver. We may also consider how a strategy is typically viewed in peer jurisdictions. For example, we may justify a rating by indicating that two of three roundtables strongly supported the strategy, one of three roundtables was strongly unsupportive, and that these trends are consistent with peer jurisdictions.

Resident support/agreement	Stakeholder & partner support/agreement
Very low - MOST residents STRONGLY OPPOSE the strategy.	Very low - MOST stakeholders/partners STRONGLY OPPOSE the strategy.
Low - SOME residents STRONGLY OPPOSE the strategy.	Low - SOME stakeholders/partners STRONGLY OPPOSE the strategy.
Moderate - SOME residents OPPOSE and SOME SUPPORT the strategy.	Moderate - SOME stakeholders/partners OPPOSE and SOME SUPPORT the strategy.
High - SUPPORT within the resident community.	High - SUPPORT among stakeholders/partners for the strategy.
Very high - residents STRONGLY SUPPORT the strategy.	Very high - stakeholders/partners STRONGLY SUPPORT the strategy.

Feasibility

The feasibility criteria assess the degree of City control over strategy success and the likely regulatory, political, and technological constraints to strategy implementation. Political constraints are specific to those that are *not* covered by the Community Support criteria, which focuses on support from community partners and stakeholders such as C-TRAN, Clark PUD, NW Natural, and the business, environmental, social justice, and other community perspectives. Political constraints assessed as part of Feasibility include the level of City Council support and direction, City staff support and capacity, the regulatory role and level of support of Clark County, whether funding or other needed resources from state and federal entities is easily acquired, and whether the outcome of a legislative process may affect the feasibility of a strategy.

When evaluating constraints, we consider both the number of likely constraints, the likely severity of the constraint, and how difficult the constraints may be to overcome, including how adaptable the strategy is to new technologies. For example, a rating of “moderate” could be selected if there are regulatory and political constraints (but no or minimal technological constraints) that would be moderately difficult to overcome.

City role	Regulatory, political, technological constraints
Very low - City's role would be largely as ADVOCATE (i.e., action led by external implementing entity)	Very high – strategy currently UNVIABLE given current regulations, politics, and/or technologies and anticipated opportunity windows. If encountered, challenges are VERY DIFFICULT or IMPOSSIBLE to overcome and/or unable to adapt to new technologies.
Low - City would be VOLUNTARY PARTNER with implementing entity	High – strategy LIKELY to encounter challenges given current regulations, politics, and/or technologies and anticipated opportunity windows. If encountered, challenges are DIFFICULT to overcome and/or difficult to adapt to new technologies.
Moderate - City would be OFFICIAL PARTNER (e.g., MOU) with implementing entity	Moderate – strategy MAY encounter challenges given current regulations, politics, and/or technologies and anticipated opportunity windows. If encountered, challenges are MODERATELY DIFFICULT to overcome and/or moderately difficult to adapt to new technologies.
High - City would be FUNDER of implementing entity	Low – strategy UNLIKELY to encounter challenges given current regulations, politics, and/or technologies and anticipated opportunity windows. If encountered, some or most challenges are RELATIVELY EASY to overcome and/or are relatively easy to adapt to new technologies.
Very high - City would be IMPLEMENTER or REGULATOR	Very low – MINIMAL to NO challenges anticipated given current regulations, politics, and/or technologies and anticipated opportunity windows. If encountered, most challenges are EASILY overcome and/or easily adaptive to new technologies.

Equity

The proposed equity subcriteria focus on addressing historic inequities and distributive justice. Procedural equity is addressed separately, primarily through strategy development and implementation.

Addresses overburdened populations?	Reduces vulnerability? Fair?	Distribution of benefits
Very low - strategy will DEFINITELY NEGATIVELY affect overburdened populations.	Very low - strategy will DEFINITELY INCREASE	Very low - ALL benefits and costs are accruing to different sectors of the

Addresses overburdened populations?	Reduces vulnerability? Fair?	Distribution of benefits
	vulnerability for ALL and is UNFAIR to ALL	community and are perpetuating historic inequities
Low - strategy MAY NEGATIVELY affect overburdened populations.	Low - strategy DEFINITELY INCREASES vulnerability for SOME and is UNFAIR to SOME	Low - SOME benefits and costs are accruing to different sectors of the community and are perpetuating historic inequities
Moderate/Neutral - strategy DOES NOT HARM NOR BENEFIT overburdened populations.	Moderate/Neutral - strategy DOES NOT AFFECT VULNERABILITY or FAIRNESS	Moderate/neutral - strategy DOES NOT distribute benefits and costs in the community in a way that perpetuates historic inequities
High - strategy MAY BENEFIT overburdened populations.	High - strategy DEFINITELY REDUCES vulnerability for SOME and is FAIR to SOME	High - MOST benefits are accruing to the sectors of the community that face historic inequities; other sectors of the community may accrue benefits as well
Very high - strategy will DEFINITELY BENEFIT overburdened populations.	Very high - strategy will DEFINITELY REDUCE vulnerability for ALL and is FAIR to ALL	Very high - ALL benefits are accruing to the sectors of the community that face historic inequities; other sectors of the community may accrue benefits as well

Co-Benefits

Many strategies will have benefits beyond greenhouse gas emissions reduction or building climate resilience. Supporting the local green economy, for example, is a very high priority for the City and community. Based on City input and context, we have prioritized the green economy and four other high-priority co-benefits for evaluation in the MCA:

- **Green economy:** A green economy preserves natural capital while maintaining or strengthening other forms of capital (e.g., human, physical); it achieves balance between forms of capital. Since other criteria evaluate natural and human capital, we focus the subcriterion on the economic components of the green economy (jobs, infrastructure, markets). The City's most promising green sectors are those highlighted in the CEDP and CEDS, which include clean technology (e.g., autonomous cars, solar and battery production), metals and machinery (e.g., for transportation manufacturing), computer & electronics, and innovation infrastructure. If applicable, the rationale will include information on supporting recovery from COVID-19.
- **Public health:** Even prior to the COVID-19 pandemic, public health is a commonly evaluated co-benefit in climate action planning processes.
- **Adaptation/mitigation:** If a strategy is designed to reduce emissions but also builds resilience, it has an adaptation co-benefit; conversely, if a strategy is designed to build resilience and also reduces emissions, it has a mitigation co-benefit.
- **Supports other City priorities:** This includes alignment or reinforcement of other City policies, plans, programs, and initiatives.
- **Opportunity for City leadership:** This includes exceeding community goals or state standards as well as foundational activities necessary to support the successful implementation of strategies.

Invests in green jobs, infrastructure, and markets.	Advances other high-priority co-benefits?
Very low – NO to MINIMAL investment in green jobs, infrastructure, and markets for City residents/businesses; NOT TARGETED or is minimally targeted to the City’s most promising green sectors (including education and workforce training).	Very low - action does not advance ANY other high-priority co-benefits.
Low – SOME investment in green jobs, infrastructure, and markets for City residents/businesses, but investment is NOT TARGETED or is minimally targeted to the City’s most promising green sectors (including education and workforce training).	Low - action may INDIRECTLY advance ONE other high-priority co-benefit and/or the overall magnitude of other co-benefits is LOW.
Moderate – SOME investment in green jobs, infrastructure, and markets for City residents/businesses; SOME investment is TARGETED to the City’s most promising green sectors (including education and workforce training).	Moderate - action DIRECTLY addresses ONE OR TWO other high-priority co-benefit and/or the overall magnitude of other co-benefits is LOW to MODERATE.
High – SIGNIFICANT investment in green jobs, infrastructure, and markets for City residents/businesses; SIGNIFICANT investment is TARGETED to the City’s most promising green sectors (including education and workforce training).	High - action DIRECTLY addresses THREE OR MORE other high-priority co-benefits and/or the overall magnitude of other co-benefits is HIGH.
Very high – VERY SIGNIFICANT investment in green jobs, infrastructure, and markets for City residents/businesses; MOST or all investment is TARGETED to the City’s most promising green sectors (including education and workforce training).	Very high - DIRECTLY addresses THREE OR MORE other high-priority co-benefits and/or the overall magnitude of other co-benefits is VERY HIGH.

Criteria Weights

We propose the following criteria weights. Respondents to the public survey rated impact highest, followed by “other,” equity, co-benefits, feasibility, and cost (see results below). The “other” criteria suggested in the survey included ability to adapt to new technologies, ability to measure or track impact, and the costs of inaction. These were added to subcriteria for the feasibility, impact, and cost criteria, respectively. Community support was not listed as an option to evaluate in the survey.

Criterion	Weighting	Rationale
Impact	0.25	Highest rated in the survey; also a priority for the City and at least one roundtable; primary purpose of the Climate Roadmap
Cost	0.15	Lowest rated in the survey (still over 3 out of 5), but is a high priority for the City and at least one roundtable
Feasibility	0.1	Second-lowest rated in the survey, but is a priority for the City and was discussed in two of three roundtables
Equity	0.2	Highly rated in the survey; also a priority for the City and two of three roundtables
Community support	0.1	Was not evaluated in the survey; is a priority for the City
Co-benefits	0.2	Third highest rated in survey; all three roundtables emphasized co-benefits of strategies

Survey results

	LEAST IMPORTANT	(NO LABEL)	MODERATELY IMPORTANT	(NO LABEL)	MOST IMPORTANT	TOTAL	WEIGHTED AVERAGE
Impact: how much carbon pollution will be reduced	6.33% 28	4.30% 19	17.87% 79	24.89% 110	46.61% 206	442	4.01
Cost: how much money it will cost	14.16% 63	12.58% 56	36.18% 161	15.06% 67	22.02% 98	445	3.18
Feasibility: how easy it will be to implement	7.00% 31	12.42% 55	35.21% 156	24.15% 107	21.22% 94	443	3.40
Equity: whether costs and benefits of action will be distributed fairly across communities or whether actions will avoid disproportionately affecting the most vulnerable in our communities	9.46% 42	6.53% 29	26.58% 118	25.68% 114	31.76% 141	444	3.64
Realization of co-benefits: additional benefits such as improved public health, job creation, and recovery from COVID-19	7.52% 33	6.15% 27	34.40% 151	28.93% 127	23.01% 101	439	3.54
Other: describe in the text box below	18.92% 14	2.70% 2	13.51% 10	9.46% 7	55.41% 41	74	3.80

Multi-Criteria Analysis Results

The results of the multi-criteria analysis are shown below, organized by sector. Both the compiled scores and individual criteria scores for impact, cost, community support, feasibility, equity, and co-benefits are shown.

Cross-Cutting Strategies

This section shows MCA results for cross-cutting sectors:

- ▶ Governance
- ▶ Equity
- ▶ Green Economy

Governance

Strategy	Applicable Targets		Individual Criteria Scores						Compiled Score
	Stretch	Bold							
Empower City staff to be more sustainable by prioritizing and institutionalizing social, economic, and environmental sustainability across City activities, annual budgeting processes, and decision-making.			2.5	4.3	4.0	4.0	3.0	2.0	3.1
Improve City staff knowledge of and capacity for their role in climate action.			1.5	3.7	4.0	4.5	3.0	2.0	2.8
Identify and secure adequate permanent funding for successful and equitable strategy implementation.			3.0	3.7	4.0	4.0	3.3	2.5	3.3
Legend									
Impact 	Cost 	Community Support 	Feasibility 	Equity 	Co-Benefits 				

Equity

Strategy	Applicable Targets		Individual Criteria Scores						Compiled Score
	Stretch	Bold							
Enhance resilience of populations disproportionately impacted by climate change and structural racism (i.e., overburdened communities) while proactively planning for and mitigating potential externalities of increased resilience; ensure equity is embedded in all Roadmap implementation.			4.0	4.0	4.5	4.0	4.3	2.5	3.8
Implement the Capturing Momentum Package of recommendations from Reside Vancouver, the City's comprehensive anti-displacement policy, to help those with low incomes stay in their homes and those vulnerable to or experiencing homelessness to secure reliable affordable housing in locations that are not vulnerable to climate impacts such as increased flooding.			3.5	3.7	4.5	4.0	4.7	2.0	3.6
Implement the Capturing Momentum and Aspirational Packages of recommendations from Reside Vancouver, the City's comprehensive anti-displacement policy, to help those with low incomes stay in their homes and those vulnerable to or experiencing homelessness to secure reliable affordable housing in locations that are not vulnerable to climate impacts such as increased flooding.			4.0	3.0	4.0	3.5	5.0	2.5	3.7

Strategy	Applicable Targets		Individual Criteria Scores						Compiled Score
	Stretch	Bold							
Support more strategic implementation of the Comprehensive Economic Development Plan and Greater Portland Economic Development District Comprehensive Economic Development Strategy, specifically clean technology, solar energy and battery production, and manufacturing of EV parts/components.			2.5	3.3	5.0	3.5	2.7	3.0	3.1
Work with Workforce SW WA and the school district to implement workforce development and education programs that prioritize Vancouver's current and future green job opportunities, with a focus on overburdened communities, transit-dependent communities, those who were formerly incarcerated, and workers employed in energy-intensive trade-exposed industries.			2.0	4.0	5.0	3.0	3.7	3.0	3.2
Work with City economic development partners to support small- and mid-sized businesses in the transition to a local, green economy that ensures equitable distribution of benefits and impacts.			2.5	3.7	5.0	3.5	3.3	3.0	3.3
Reduce the carbon footprint of goods and services by building a community-driven economy to promote the reduction, reuse, and repair of goods and materials and expand downstream markets for waste products.			4.0	3.0	4.0	3.5	3.0	2.0	3.2

Sector-Specific Strategies

This section shows MCA results for specific sectors:

- Land Use
- Transportation
- Buildings & Energy
- Natural Systems
- Solid Waste
- Water & Wastewater

Land Use

Strategy	Applicable Targets		Individual Criteria Scores						Compiled Score
	Stretch	Bold							
Use land-use, zoning, and anti-displacement policies to develop denser, vibrant, mixed-use communities with streets that safely support all modes of travel, prioritizing under-developed areas, overburdened communities, transit-dependent communities, and those who were formerly incarcerated.			4.0	2.3	3.5	4.0	4.3	2.5	3.5
Coordinate and partner with Clark County to identify and capitalize on opportunities to align areas proposed for annexation with City sustainability policies, codes, and practices.			3.5	2.3	3.5	2.0	3.0	2.0	2.8
Update annexation policies to align with climate strategies, requiring all new annexed areas to comply or immediately begin investments to align with City sustainability initiatives and policies.			4.5	1.7	2.5	3.0	3.0	2.0	2.9
Legend Impact  Cost  Community Support  Feasibility  Equity  Co-Benefits 									

Transportation

Strategy	Applicable Targets		Individual Criteria Scores						Compiled Score
	Stretch	Bold							
Implement relevant City plans and initiatives to strengthen multi-modal connections, improve accessibility, and connect residents to workplaces, major development centers, and key services, with a focus on overburdened and transit-dependent communities.			4.5	2.7	4.0	4.0	4.3	2.0	3.6
Expand and ensure necessary electric vehicle infrastructure is available and accessible at residences, workplaces, and key public areas.			4.5	3.0	4.0	4.0	3.0	2.5	3.5
Increase the adoption of electric vehicles by promoting and implementing incentives, education programs, and policy with a focus on reducing financial barriers to EV ownership.			4.0	3.7	4.5	4.0	3.3	2.5	3.6
Invest in infrastructure and adoption of alternative fuel and fuel reduction technologies to power municipal and commercial fleets as well as medium- and heavy-duty vehicles, prioritizing vehicles where electric is unfeasible.			4.5	3.3	3.5	3.5	3.3	2.5	3.5
Work with C-TRAN and other regional partners to connect Vancouver's neighborhoods to major development centers, focusing on under-developed, transit-dependent, and overburdened communities, with travel times that are competitive with single-occupancy vehicle travel and support the transport of commercial goods. Ensure that new transit developments have features for safety, accessibility, and comfort.			5.0	3.7	4.0	3.5	4.3	2.5	3.9

Strategy	Applicable Targets		Individual Criteria Scores						Compiled Score
	Stretch	Bold							
Identify and secure adequate permanent funding for sustainable transportation.			4.0	3.3	3.5	4.0	3.0	2.0	3.3

Buildings & Energy

Strategy	Applicable Targets		Individual Criteria Scores						Compiled Score
	Stretch	Bold							
Identify additional opportunities for climate-resilient, renewable, affordable, and environmentally just forms of renewable energy systems and electrification (e.g., community-owned microgrids).			4.0	3.3	4.5	3.5	3.7	4.0	3.8
Work with Clark PUD and NW Natural to comply with CETA mandates and increase community-wide renewable energy supply to 100%.			4.0	4.3	4.0	3.5	3.3	2.5	3.6
Partner with NW Natural to transition existing buildings using natural gas to renewable natural gas.			3.0	4.0	3.0	2.5	3.0	2.0	2.9
Eliminate natural gas in new construction.			4.0	4.0	3.0	4.0	2.7	2.5	3.3
To increase building efficiency, comply with state energy efficiency legislation and work with business, property owners, and non-governmental partners to establish policies that prevent displacement of those with low incomes and renters, and ensure equitable distribution of the costs and benefits of energy efficiency upgrades.			4.0	3.3	4.5	3.5	4.3	2.5	3.7

VANCOUVER CLIMATE ROADMAP
STRATEGY DEVELOPMENT PROCESS

Strategy	Applicable Targets		Individual Criteria Scores						Compiled Score
	Stretch	Bold							
Work with Clark PUD to procure renewable energy ahead of CETA mandates and increase community-wide renewable electricity supply to 100%.			4.5	3.7	4.0	3.5	3.0	3.0	3.6
Phase out natural gas use in new and existing construction with solutions tailored to different building, ownership, and use types.			4.5	3.7	3.0	4.0	3.7	3.0	3.7
Exceed state requirements for building efficiency and work with businesses, property owners, and non-governmental partners to establish policies that prevent displacement of those with low incomes and renters, and ensure equitable distribution of the costs and benefits of energy efficiency upgrades.			4.5	3.3	4.0	3.0	4.3	2.5	3.7

Natural Systems

Strategy	Applicable Targets		Individual Criteria Scores						Compiled Score
	Stretch	Bold							
Encourage active transportation and multi-modal uses across the City's parks, trails, and open spaces that explicitly serve and connect under-developed areas, overburdened communities, and transit-dependent communities, consistent with Reside Vancouver and anti-displacement best practices.			4.0	2.7	4.5	4.5	3.7	2.0	3.4

VANCOUVER CLIMATE ROADMAP
STRATEGY DEVELOPMENT PROCESS

Strategy	Applicable Targets		Individual Criteria Scores						Compiled Score
	Stretch	Bold							
Optimize management of the City's natural lands and tree canopy to increase carbon sequestration and support resilience to extreme events, consistent with Reside Vancouver and anti-displacement best practices, and ensuring equitable distribution of risk and resilience.			3.5	3.0	4.5	4.5	3.7	3.0	3.6

Solid Waste

Strategy	Applicable Targets		Individual Criteria Scores						Compiled Score
	Stretch	Bold							
Conduct outreach and provide resources to residents, business, schools, and community partners to improve our food system by limiting waste, promoting low-carbon diets, expanding community owned markets, and securing surplus food to food-insecure residents.			2.0	3.3	4.5	3.5	3.7	3.0	3.1
Require single-family recycling and/or organics collection and incentivize commercial and multi-family recycling and/or organics collection in a manner that will not economically or otherwise burden overburdened communities.			3.0	2.7	4.0	4.5	3.7	2.0	3.1
Require city-wide recycling and/or organics collection in a manner that will not economically or otherwise burden overburdened communities.			3.0	2.0	3.0	4.0	2.7	2.5	2.8

Water & Wastewater

Strategy	Applicable Targets		Individual Criteria Scores						Compiled Score
	Stretch	Bold							
Conserve community water resources and increase water efficiency savings through education, outreach, retrofits, and rebates that ensure overburdened communities see the benefits of water conservation.			1.5	3.7	4.0	5.0	3.0	1.5	2.7
Reduce emissions from wastewater treatment by incorporating enhanced energy efficiency, methane capture, and renewable fuels into new and existing systems.			2.5	2.7	4.0	4.5	3.0	2.5	3.0

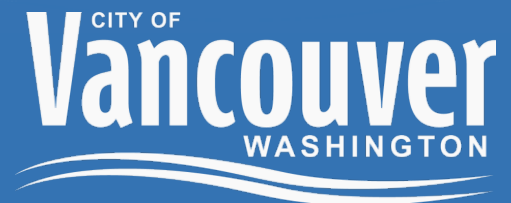


Vancouver Climate Roadmap

City Council Workshop | March 22, 2021

P.J. Tillmann & Tristan Smit

Cascadia Consulting Group



Climate Roadmap Overview



Status Update



Strategy Development
Approach

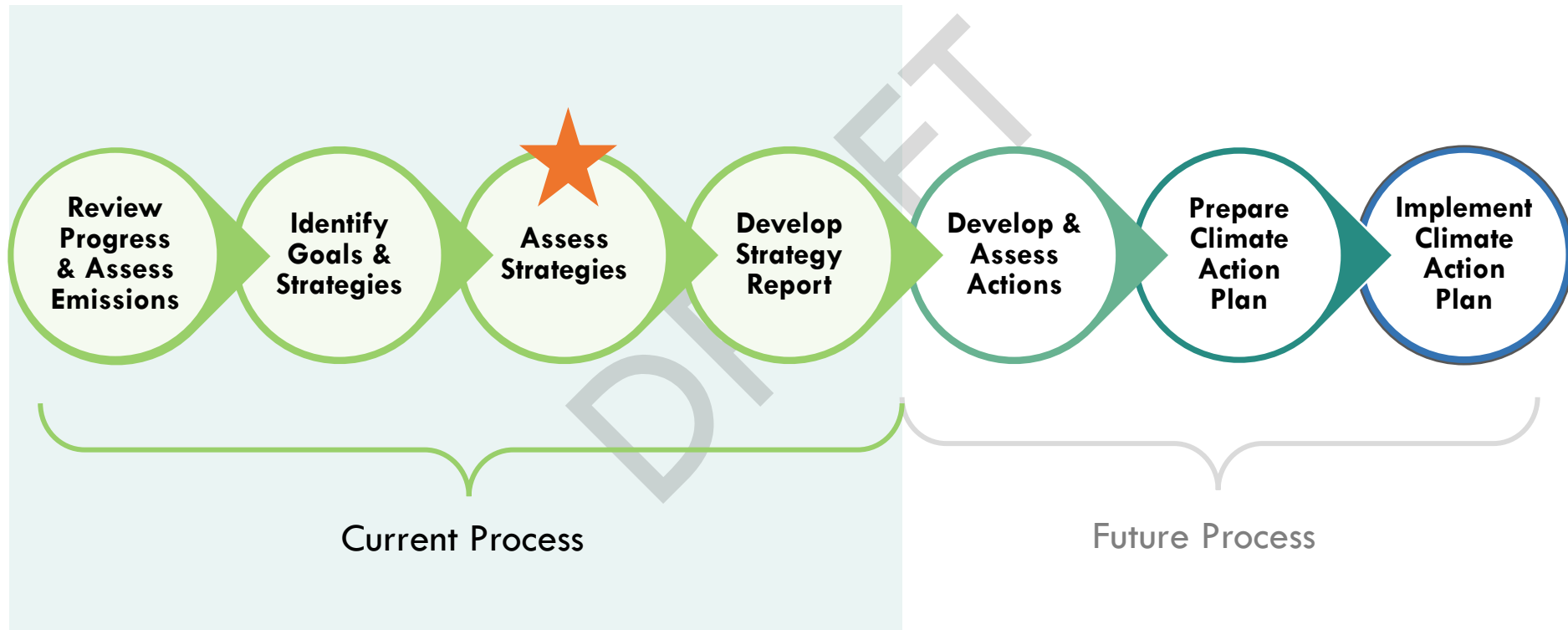


Strategy Evaluation
Results



Status Update

Climate Action Plan Development



Purpose

Provide a pathway to a resilient, carbon-neutral future that sustains a high quality of life for residents and businesses

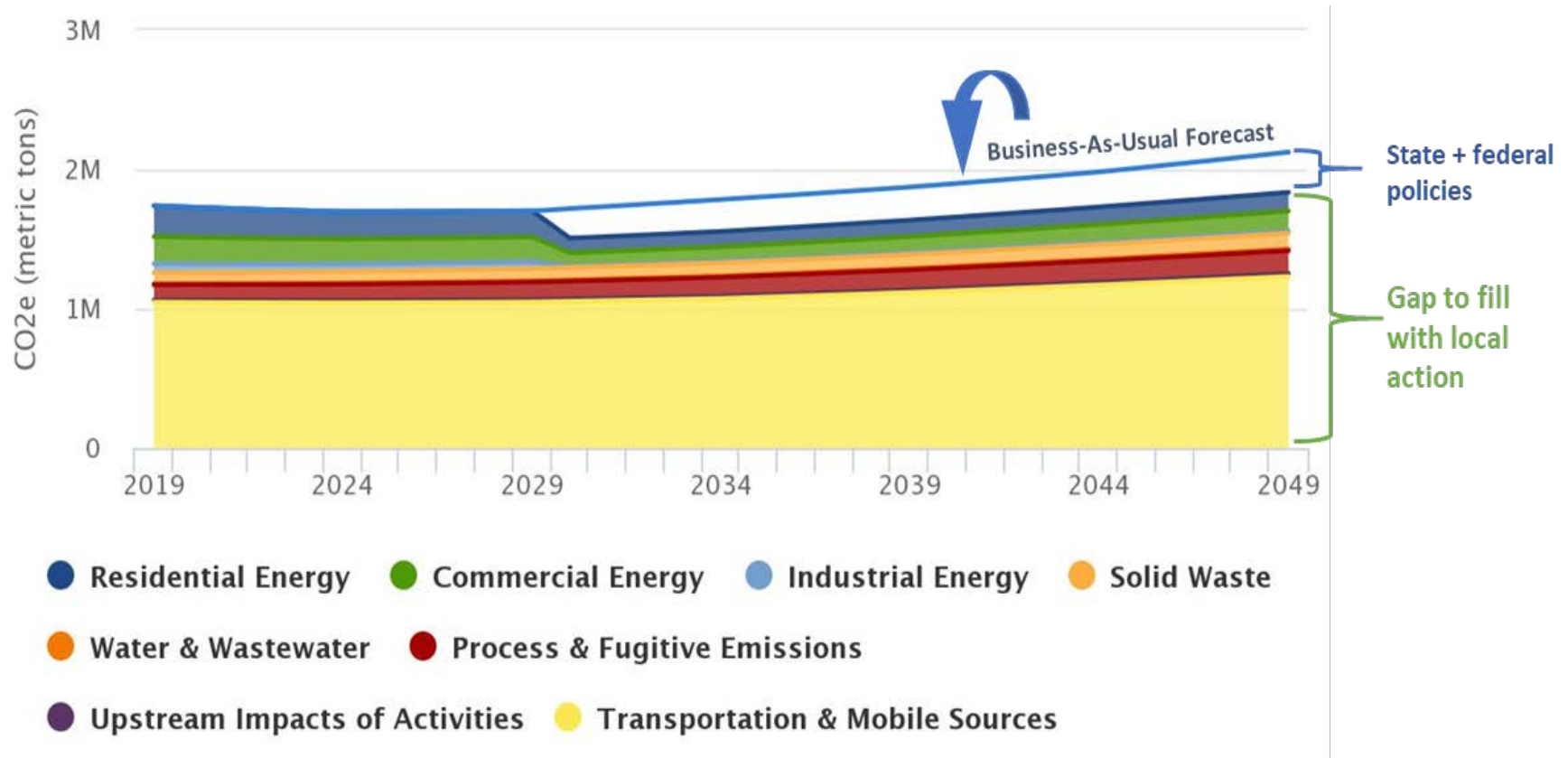
Social,
economic, &
environmental
sustainability

Foundational &
synergistic

Impactful &
systemic

Review
Progress
& Assess
Emissions

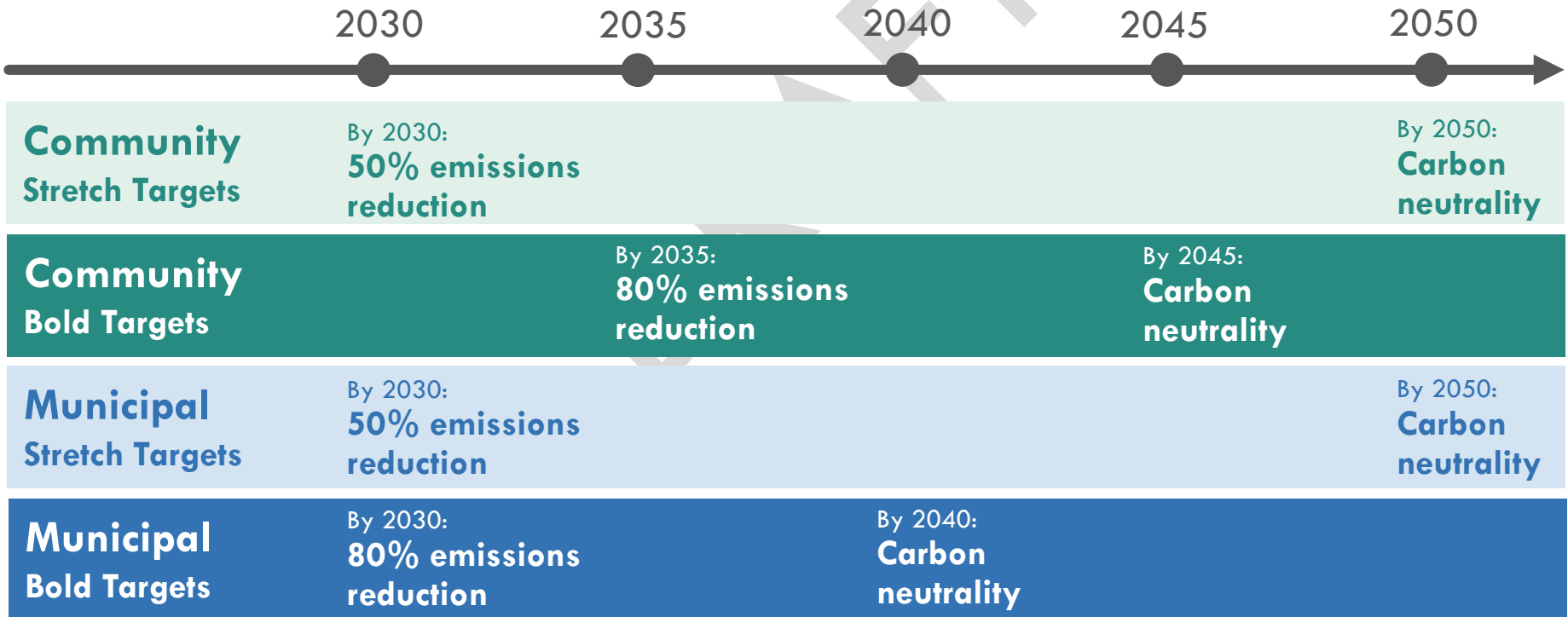
Local action needed to reach carbon neutrality



Identify
Goals &
Strategies

Proposed targets

When will the City and community reach **carbon neutrality**?
Will the City get there **sooner** than the community?



Identify
Goals &
Strategies

Engagement methods



Vision & priority-setting public **survey** with **575 responses**



Interviews with city staff from **6 departments**



Community roundtables with **~15 organizations**

Today's questions

- What **resonates** and what raises **concerns**?
- Which targets—Stretch or Bold—would you like the consultant team to **model** for potential emissions reductions?
- What do you **need to be ready to consider adoption** of the roadmap later this year?
- Do you have guidance to further **align the Climate Roadmap** with City priorities, plans, and processes?

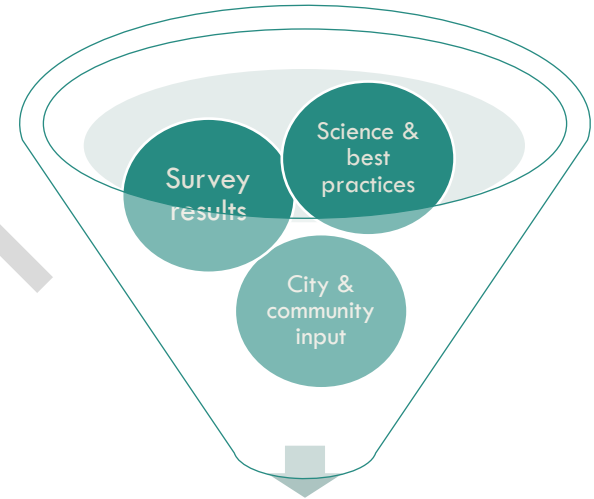


Strategy Development Approach

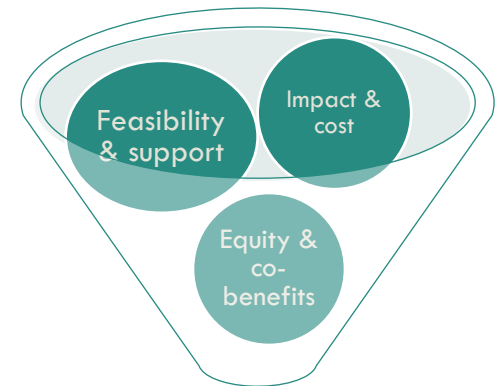
Methods

- Step 1 generated an initial and refined list of strategies
- Step 2 will help prioritize the refined strategies through multi-criteria analysis
 - Supports consistent, transparent evaluation of potential strategies.
 - Criteria are weighted to reflect their relative importance and Vancouver's values.
 - Includes how well actions realize Co-Benefits, which are benefits in addition to reducing GHG emissions.

Universe of Possible Strategies



Draft Strategies



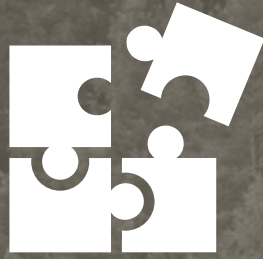
Prioritized Strategies

March 2021 | DRAFT

Assess
Strategies

Multi-Criteria Analysis

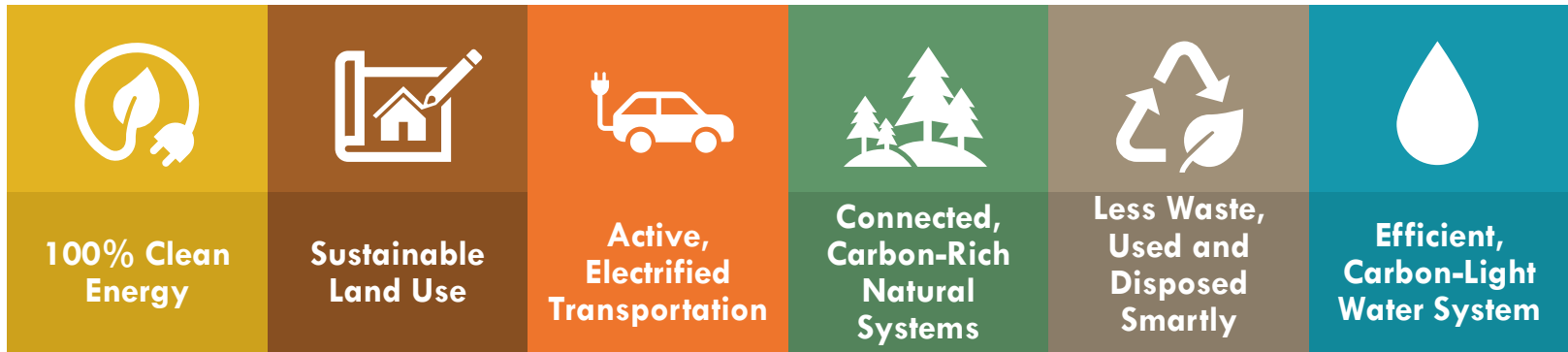
Impact	0.25	Scope, likelihood, timing, climate need
Cost	0.15	Lifecycle and relative costs; costs of inaction
Community Support	0.1	Residents, partners, stakeholders
Feasibility	0.1	City control; regulatory, political, tech constraints
Equity	0.2	For overburdened populations; reducing vulnerability; equitable benefit distribution
Co-benefits	0.2	Public health, green economy, City priorities, and opportunities for City leadership



Strategies & Evaluation Results

Strategies

Vancouver will have...



**A City
that Leads**



**Equity in Design
and Implementation**



**Resilient,
Green Economy**

**Most strategies reach both targets.
The priority is emissions reductions first; minimize offsets.**

**Assess
Strategies**

Cross-Cutting Strategies



- Embed climate change in City operations



- Embed equity in climate action



- Be a city that educates and trains its workers for the green economy

Assess Strategies

Cross-Cutting Strategies

- Top-rated strategies in each sector

Strategy	Impact	\$	Support	Feasibility	Equity	Co-benefits	Overall
 Identify and secure adequate permanent funding for successful and equitable strategy implementation.	3.0	3.7	4.0	4.0	3.3	2.5	3.3
 Enhance resilience of populations disproportionately impacted by climate change and structural racism (i.e., overburdened communities) while proactively planning for and mitigating potential externalities of increased resilience; ensure equity is embedded in all Roadmap implementation.	4.0	4.0	4.5	4.0	4.3	2.5	3.8
 Work with City economic development partners to support small- and mid-sized businesses in the transition to a local, green economy that ensures equitable distribution of benefits and impacts.	2.5	3.7	5.0	3.5	3.3	3.0	3.3

Land Use & Transportation



- Neighborhoods are vibrant, mixed-use, and higher density, with secure affordable housing for current residents



- Residents can reach their destinations safely, reliably, and efficiently, however they choose to travel.



- Electric vehicles will be affordable, common, and easy to charge.

Assess
Strategies

Land Use & Transportation



Use land-use, zoning, and anti-displacement policies to develop denser, vibrant, mixed-use communities with streets that safely support all modes of travel, prioritizing under-developed areas, overburdened communities, transit-dependent communities, and those who were formerly incarcerated.

4.0 2.3 3.5 4.0 4.3 2.5 3.5



Work with C-TRAN and other regional partners to connect Vancouver's neighborhoods to major development centers, focusing on under-developed, transit-dependent, and overburdened communities, with travel times that are competitive with single-occupancy vehicle travel and support the transport of commercial goods.

5.0 3.7 4.0 3.5 4.3 2.5 3.9



Increase the **adoption of electric vehicles** by promoting and implementing incentives, education programs, and policy with a focus on reducing financial barriers to EV ownership.

4.0 3.7 4.5 4.0 3.3 2.5 3.6

Buildings & Energy

- Transition to 100% clean energy/electricity, phase out fossil natural gas (at a minimum), and reduce per capita and per employee energy usage.

Strategy	Impact	\$	Support	Feasibility	Equity	Co-Benefits	Overall
Identify additional opportunities for climate-resilient, renewable, affordable, and environmentally just forms of renewable energy systems and electrification.	4.0	3.3	4.5	3.5	3.7	4.0	3.8

Assess
Strategies

Buildings & Energy

**STRETCH
ONLY**

Strategy	Impact	\$	Support	Feasibility	Equity	Co-Benefits	Overall
Comply with state energy efficiency legislation and work with partners to establish policies that prevent displacement of those with low incomes and renters, and ensure equitable distribution of costs and benefits of upgrades.	4.0	3.3	4.5	3.5	4.3	2.5	3.7
Exceed state requirements for building efficiency and work with partners to establish policies that prevent displacement of those with low incomes and renters, and ensure equitable distribution of costs and benefits of upgrades.	4.5	3.3	4.0	3.0	4.3	2.5	3.7
Phase out natural gas use in new and existing construction with solutions tailored to different building, ownership, and use types.	4.5	3.7	3.0	4.0	3.7	3.0	3.7

**BOLD
ONLY**

**BOLD
ONLY**

Natural Systems

Water & Wastewater



- Parks, trails, and green spaces will store carbon and connect neighborhoods, enabling more residents to walk, bike, and spend time in nature as part of their daily commute or routine.
- Reduce per capita and per employee water usage and operate the wastewater treatment facility more efficiently, with fewer emissions.

Assess
Strategies

Natural Systems

Water & Wastewater

Strategy	Impact	\$	Support	Feasibility	Equity	Co-Benefits	Overall
 Optimize management of the City's natural lands and tree canopy to increase carbon sequestration and support resilience to extreme events, consistent with Reside Vancouver and anti-displacement best practices, and ensuring equitable distribution of risk and resilience.	3.5	3.0	4.5	4.5	3.7	3.0	3.6
 Reduce emissions from wastewater treatment by incorporating enhanced energy efficiency, methane capture, and renewable fuels into new and existing systems.	2.5	2.7	4.0	4.5	3.0	2.5	3.0

Solid Waste

- Reduce per capita and per employee waste by diverting food to those who need it, and recycling and composting more.

Strategy	Impact	\$	Support	Feasibility	Equity	Co-Benefits	Overall
Conduct outreach and provide resources to residents, business, schools, and community partners to improve our food system by limiting waste, promoting low-carbon diets, expanding community owned markets, and securing surplus food to food-insecure residents.	2.0	3.3	4.5	3.5	3.7	3.0	3.1
Require single-family recycling and/or organics collection and incentivize commercial and multi-family recycling and/or organics collection in a manner that will not economically or otherwise burden overburdened communities.	3.0	2.7	4.0	4.5	3.7	2.0	3.1

**STRETCH
ONLY**

Assess
Strategies

Highest Rated Strategies

	S B	Work with C-TRAN and other regional partners to connect Vancouver's neighborhoods.	3.9
	S B	Enhance resilience of populations disproportionately impacted by climate change and structural racism.	3.8
	S B	Identify additional opportunities for climate-resilient, renewable, affordable, and environmentally just forms of renewable energy systems and electrification.	3.8
	B	Implement the Capturing Momentum and Aspirational Packages of recommendations from Reside Vancouver.	3.7
S		Comply with state energy efficiency legislation; prevent displacement of and ensure equitable distribution of costs and benefits of upgrades.	3.7
	B	Exceed state requirements for building efficiency; prevent displacement of and ensure equitable distribution of costs and benefits of upgrades.	3.7
	B	Phase out natural gas use in new and existing construction with solutions tailored to different building, ownership, and use types.	3.7

Assess
Strategies

Highest Rated Strategies



S

Implement the **Capturing Momentum Package** of recommendations from Reside Vancouver. 3.6



S

B

Implement relevant City plans and initiatives to **strengthen multi-modal connections**, improve accessibility, and connect residents to locations. 3.6

S

B

Increase the **adoption of electric vehicles**. 3.6



S

Work with Clark PUD and NW Natural to **comply with CETA mandates** and increase community-wide renewable energy supply to 100%. 3.6

B

Work with Clark PUD to procure renewable energy **ahead of CETA mandates** and increase community-wide renewable electricity supply to 100%. 3.6

S

B

Optimize management of the City's natural lands and tree canopy to increase carbon sequestration and support resilience to extreme events. 3.6

Comparing Stretch & Bold Strategies

- **Equity:** Bold slightly higher overall due to greater impact, equity, and co-benefits outweighing cost and feasibility tradeoffs
- **Buildings/Energy:** Bold higher overall for natural gas-focused strategies; otherwise, tradeoffs balanced out scores
- **Land Use:** Bold slightly higher overall due to significantly greater impact and feasibility
- **Solid Waste:** Stretch higher overall due to greater support, feasibility, and equity, and comparable impact

Conclusion

Roadmap Summary

Governance + Equity + Green Economy

- A City that Leads, with Equity in Design & Implementation and a Resilient, Green Economy

Buildings & Energy

- 100% Clean Energy & Increased Energy Efficiency

Land Use

- Sustainable Land Use

Transportation

- Active, Electrified Transportation

Natural Systems

- Connected, Carbon-Rich Natural Systems

Solid Waste

- Less Waste, Used & Disposed Smartly

Water & Wastewater

- Efficient, Carbon-Light Water System

Next Steps

- Analysis of anticipated emissions reductions of subset of strategies – **April**
- City Council Workshop – **May 3**
- Finalize report – **This summer**

Questions after today?

Aaron Lande, Policy & Program Manager

360-487-8612

Aaron.Lande@cityofvancouver.us

Today's Questions

- What **resonates** and what raises **concerns**?
- Which targets—Stretch or Bold—would you like the consultant team to **model** for potential emissions reductions?
- What do you **need to be ready to consider adoption** of the roadmap later this year?
- Do you have guidance to further **align the Climate Roadmap** with City priorities, plans, and processes?

Thank You!



Staff Report 043-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/22/2021

SUBJECT 2021 West Curb Ramps

Key Points

- Under the City's 2021 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.
- 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.
- Project includes construction of 89 curb ramps and 6 raised sidewalk crossings across alleys. Approximate curb ramp locations are shown on the attached map.
- 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 two separate curb ramp contracts this year as part of its 2021 pavement management program. These contracts include the "2021 West Curb Ramps" and the "2021 East Curb Ramps." The purpose of splitting the work into two 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 2021 West Curb Ramps contract only. Recommendations for the the other curb ramp projects will be made in the future.

On March 2, 2021, the City received 3 bids for the subject project. The bids ranged between \$875,442.00 to \$910,242.00 dollars. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Advanced Excavating Specialists (AES), LLC, Longview, WA	\$875,442.00
NW Construction GC Inc., Battle Ground, WA	\$899,950.00
Clark and Sons Excavating, Inc., Battle Ground, WA	\$910,242.00
<i>Engineers Estimate</i>	<i>\$900,000.00 to \$1,000,000.00</i>

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. AES of Longview, Washington, has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 220 hours of apprentice time of the estimated total of 6,375 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 but without ramps.

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. Sufficient funds are budgeted to construct the project.

Prior Council Review

None

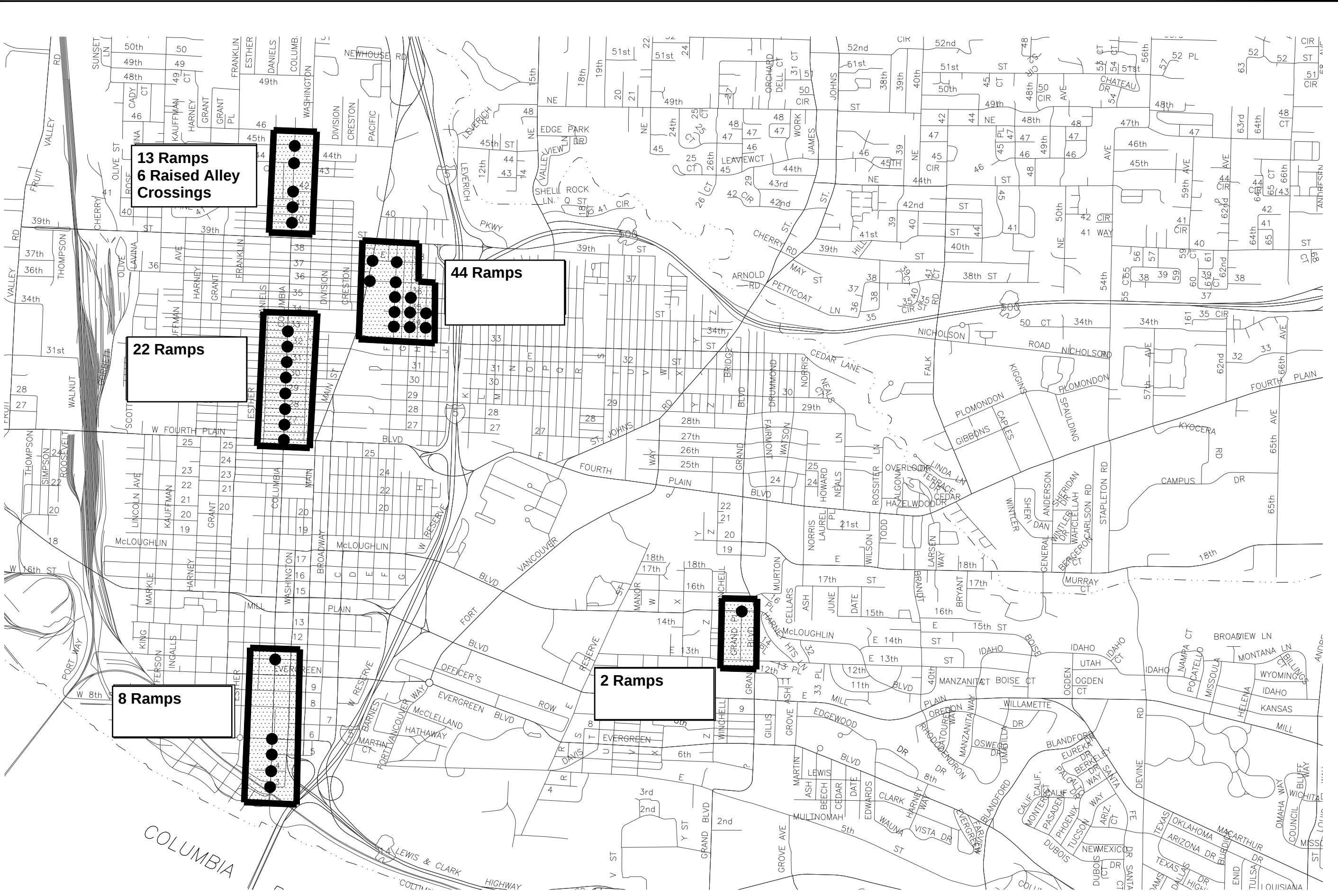
Action Requested

On March 22, 2021, award a construction contract for the 2021 West Curb Ramps project to the lowest responsive and responsible bidder, and authorize the City Manager or his designee to sign a contract with Advanced Excavating Specialists (AES), LLC from Longview, Washington, at their bid price of \$875,442.00, which includes Washington State sales tax.

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

ATTACHMENTS:

- ▣ 2021 West Curb Ramps Vicinity Map
- ▣ Contract



CALL

2 BUSINESS DAYS

BEFORE YOU DIG

1-800-424-5555

"It's the Law"

CLARK COUNTY UTILITIES COORDINATING COUNCIL

PUBLIC WORKS

TRANSPORTATION

P.O. BOX 1995

VANCOUVER, WA

98668-1995

360-487-7750

FAX: 360-487-4781

DATE: DECEMBER 2020

DESIGNED BY: CMV

DRAWN BY: CMV

CHECKED BY: CAS

APPROVED BY: REM

REVISIONS

SCALE

HORIZONTAL:

VERTICAL:

DATE

No.

2021 WEST CURB RAMPS

SHEET INDEX

PROJECT NUMBER

072821

TASK NUMBER

G03

SHEET 3 OF 49



CONTRACT # C-100572
BID 21-04: 2021 West Curb Ramps

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Advanced Excavating hereinafter referred to as "Contractor," whose address is 1010 Columbia Blvd Longview WA 98632, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for 2021 West Curb Ramps. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 21-04 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on _____ per Staff Report No. _____; and

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

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

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, hereafter referred to as "Work."

The Work shall be fully complete within 90 working days from the Notice to Proceed (NTP) date.

All the work along Columbia Street including curb ramps, driveway drops, and curb repairs shall be substantially completed by June 4, 2021.

Work on the curb ramps at 4th Plain and Columbia Street shall not begin until traffic cameras are installed to replace existing traffic signal detection loops. Camera installation is currently scheduled to occur by April 1, 2021.

- 2. EFFECTIVE DATE:** This Contract is effective as of the last signature dated below.
- 3. E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after

execution of this Agreement. Contractor shall ensure all Contractor employees and any subcontractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- 5. DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- 6. COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable) \$875,442.00.

The amount finally to be paid is, however, variable upon the work actually performed and final payment will be made upon the basis of the amount of work performed and the materials

furnished, and at the lump sum or unit prices fixed in the Contractor's Proposal and as modified by any and all approved Change Orders.

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$3,000,000
Annual Aggregate	\$6,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance	Contract Value
a. Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value.	
b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	

8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company

authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.

- 9. DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.
- 10. EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.
- 11. PAYMENT OF LABOR:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

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

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

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

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

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

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

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

assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

16. AMENDMENTS: All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.

17. AUTHORIZATION AND COMPLIANCE WITH THE LAW: The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.

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

19. JURISDICTION/VENUE: In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.

20. COOPERATIVE PURCHASING: The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

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

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

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

23. TERMINATION FOR CAUSE: In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth

the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

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

- 24. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.
- 25. WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 26. ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.
- 27. USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.
- 28. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.
- 29. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

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

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

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

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

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

Chad Rorabaugh
Advanced Excavating Specialists LLC
1010 Columbia Blvd
Longview WA 98632

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

CITY OF VANCOUVER

A municipal corporation

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 044-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/22/2021

SUBJECT LED Streetlight Retrofit Project, construction acceptance and release of retainage

Key Points

- The project upgraded 11,889 of the City's street lights from High Pressure Sodium (HPS) to more efficient LED fixtures.
- Magnum Power of Kelso, Washington, was awarded the contract for construction in September 2019. Construction began in November 2019 and was physically complete in November 2020.
- Final construction costs for the project are \$1,351,132.41.
- The apprenticeship goal for this project was 3% of labor hours, or 173 hours minimum. Actual apprenticeship utilization greatly exceeded this goal: actual apprenticeship utilization was 1,158 hours, which is 20% of the total labor hours.

Strategic Plan Alignment

Goal 1, Objective 1.2.4: Convert the City's streetlight system to LED.

Present Situation

The project upgraded 11,889 of the City's street lights from HPS to LED fixtures.

The original construction contract bid amount was \$1,112,656.88. Change orders and quantity adjustments during construction increased the contract amount by 21% to \$1,351,132.41. The largest change was \$192,272 for a change in the required labor category for the workers performing the work. When the project was about 20% complete, the Washington Department of Labor and Industries (L&I) notified the City that much of the work had to be performed by electricians instead of the lineworkers employed by Magnum Power. The project specifications require the use of lineworkers because that is the labor category recently used by Clark Public Utilities for a similar project. City staff reviewed L&I's notification and determined that in Washington electrical utilities can use lineworkers in instances where other agencies have to use electricians. Staff determined that the most expedient, and least expensive path to project

completion was to have Magnum Power hire a subcontractor that employed electricians for portion of the work that required electricians.

Magnum Power of Kelso, Washington, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications.

Advantage(s)

1. Completes the City's contractual and statutory process for accepting the project.
2. Formal project acceptance allows for closure on third-party bond claims and facilitates release of retainage.

Disadvantage(s)

None

Budget Impact

This project was funded by a combination of a loan from the Washington State Public Works Board's Public Works Trust Fund and by incentives from Clark Public Utilities for low-energy fixture usage. The Public Works Trust Fund loan will be repaid over time by the estimated \$500,000 annual savings from lower energy consumption.

Prior Council Review

The City Council awarded the construction contract September 23, 2019.

Action Requested

On March 22, 2021, accept the LED Streetlight Retrofit Project as constructed by Magnum Power of Kelso, Washington, Washington, and authorize release of the retainage of \$67,556.62, subject to receipt of all documentation required by law.

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



Staff Report 045-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/22/2021

SUBJECT Professional Services Agreements between the City and Lynn K. Wittwer, M.D., PC.

Key Points

- The City provides for emergency medical services through its contract with AMR, Inc. as well as by Vancouver Fire Department emergency medical services personnel. Washington state law mandates all emergency medical personnel be certified, trained and supervised by a regional medical program director ("MPD.")
- Only one doctor in Clark County is certified by the Washington State Department of Health to be the Medical Program Director for the County.
- Under the City's contract with AMR, AMR reimburses the City for costs associated with medical direction services.
- The attached Professional Services Agreements outline the terms and conditions for the provision of medical oversight, consultation, training, and quality assurance services as per the MPD responsibilities required by Washington state law, for both the Vancouver Fire Department and the City's contract with AMR, Inc.

Strategic Plan Alignment

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

Present Situation

Lynn K. Wittwer, M.D., PC is the medical program director for Clark County, Washington. Under the authority granted to him by the Washington State Department of Health, he provides mandatory medical oversight, consultation, training and quality assurance services for all Clark County, Washington, emergency medical services personnel. The attached Professional Services Agreements outline the terms and conditions of the MPD providing those services.

The attached contract covers both, services provided to the AMR, Inc. and the City of Vancouver Fire Department. The Medical Program Director provides general oversight services, quality

assurance services and training of the medical emergency response personnel. The contract is one year in duration and will renew annually.

The total contract amount for the next full year is \$253,754. The amount will be adjusted annually by an inflationary index for Seattle-Tacoma-Bellevue.

Advantage(s)

1. Provides for compliance with Washington state law pertaining to the provision of emergency medical services.
2. Allows for medical oversight, consultation, training and quality assurance services provided by the Clark County MPD.
3. Provides for continuity of emergency medical services within Vancouver by both the Vancouver Fire Department and its emergency medical transport service provider, AMR, Inc.

Disadvantage(s)

None

Budget Impact

None. Sufficient budget has been allocated in the 2021-2022 biennial budget.

- \$62,967 per year for services for the Vancouver Fire Department
- \$190,786 per year for services for AMR, Inc. (Which is reimbursed by AMR, Inc.).

Prior Council Review

None

Action Requested

Authorize the City Manager or designee to sign the Professional Services Agreements between the City of Vancouver and Lynn K. Wittwer, M.D., PC for the provision of emergency medical services oversight.

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

ATTACHMENTS:

- Professional Services Agreement with Lynn K. Wittwer, M.D., PC for emergency medical services provided by the Vancouver Fire Department and by AMR, Inc.

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT
No. _____

This Professional Services Agreement (hereinafter referred to as the "Agreement") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and Lynn Wittwer, MD, PC, a Washington professional corporation doing business as Clark County EMS Medical Program Director (MPD) (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 Contractor to provide medical oversight, consultation, training, and quality assurance services as per the MPD duties and responsibilities defined in WAC 246-976 and delineated in the MPD Work Plan City of Vancouver and Clark County Fire/EMS Districts, attached hereto as "Exhibit I" and incorporated by reference, and other related professional services for the Vancouver Fire Department, and Contractor has agreed to offer its professional services to perform said work; and

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

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

1. Scope of Work.

The Contractor agrees to provide the City all services and materials set forth in the scope of work identified herein.

Contractor agrees to:

- a. Provide medical oversight, consultation, training, and quality assurance services for AMR, as needed, and as per the MPD duties and responsibilities defined in WAC 246-976 and delineated in the MPD Work Plan City of Vancouver and Clark County Fire/EMS Districts ("Exhibit I").
- b. Provide additional MPD services pertaining to occupational medicine as mutually agreed to in writing between the City and Contractor.

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

2. Compensation.

Payment to the Contractor for the work described in this Agreement shall not exceed \$253,754 USD per year, divided into monthly payments of \$21,146.14 for the time period of April 1, 2021 through March 31, 2022, based upon the Compensation Formula attached as Attachment A and incorporated herein by reference, unless otherwise authorized in writing by the City, according to this agreement. There will be an annual inflationary adjustment applied on an annual basis based on the December reading of the CPI-W for Seattle-Tacoma-Bellevue for the prior year. Every three years the Compensation Formula is to be updated for the current number of calls and resource allocation between different supported agencies.

The total contract amount for five years shall not exceed \$1,320,544.

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

3. Payment for Contractor Services.

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

The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth herein.

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

4. Term of Agreement.

The term of this Agreement shall commence on April 1, 2021 and continue until March 31, 2026.

5. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.

6. Relation of Parties.

The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.

7. E-Verify.

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

8. Delays and Extensions of Time.

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

9. Ownership of Records and Documents.

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

10. Termination for Public Convenience.

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

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

11. Termination for Default.

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

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

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

12. Opportunity to Cure.

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

13. Compliance with the Law.

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

14. City Business and Occupation License.

The Contractor will be required to obtain a business license when contracting with the City, unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to

www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

15. Liability and Hold Harmless.

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

16. Insurance.

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$500,000
Products & Completed Operations Aggregate	\$500,000
Personal and Advertising Injury	\$500,000
Blanket Contractual Liability	\$1,000,000
II. Malpractice Insurance	
Combined single limit	\$500,000

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

- a. 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.
- b. 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.
- c. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- d. 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.

17. Notices.

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

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Lynn K. Wittwer, M.D., PC

900 W. Evergreen Blvd

Vancouver, WA 98660-3035

Email: wittwermpd@iinet.com

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

18. Amendments.

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

19. Scope of Agreement.

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

20. Ratification.

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

21. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

22. Cooperative Purchasing:

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

23. 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.

24. Debarment.

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

25. Nondiscrimination.

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

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Lynn K. Wittwer, M.D., PC

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ATTACHMENT A
PRICING SHEET

The City pricing is shown in the table below, highlighted in yellow.

MPD Agency Budget (Call Volume) 2021

Transport Agencies						1st Resp. ALS Non Transport Agencies				1st Resp. BLS						
			AMR	Camas	NCEMS				VFD	CCFD #6	CCF&R	CCFD #3	ECF&R	CCFD #10		
Medic Training Cost			\$48,301	# of Medics	143	36	14	# of Medics			75	26	11	12		
Cost per medic			\$152.37		\$21,789	\$5,485	\$2,133				\$11,428	\$3,962	\$1,676	\$1,828		
QA/QI Cost			\$147,900													
\$110,925 75% Transport Agencies			92% of Transports (se 5.4% of Transports 2.6% of Transports	\$102,064			80% 1st resp. QA			\$29,580	\$4,153	\$1,601	\$1,640			
\$29,580 80% of 25% 1st resp. agency					\$6,003	20% of remainder Cost determined by percentage of call volume										
\$7,395 20% of 25% other agencies						\$2,858										
General Oversight			\$111,300	86,285 # of Encounters	51,890	3,052	1,453	# of Encounters			17,024	6,505	2,508	2,569	644	640
Cost of GO based on % of total encounters			\$1.29		\$66,933	\$3,937	\$1,874				\$21,959	\$8,391	\$3,235	\$3,314	\$831	\$826
% of encounters by jurisdiction as a % of the total					60.14%	3.54%	1.68%				19.73%	7.54%	2.91%	2.98%	0.75%	0.74%
Total Annual Cost per Jurisdiction				Total	\$190,786	\$15,425	\$6,865	Total			\$62,967	\$16,506	\$6,513	\$6,783	\$831	\$826
Monthly					\$15,898.87	\$1,285.43	\$572.11				\$5,247.27	\$1,375.49	\$542.71	\$565.21	\$69.23	\$68.80
Total Agency Budget:			\$307,501													
Total Cost of City of Vancouver for 4/1/2021-3/31/2022					\$253,754											

Exhibit 1
Clark County Medical Program Director
Work Plan for City of Vancouver and Clark County Fire/EMS Districts

1. Clinical Protocols, Guidelines and Operating Procedures

1.1 Emergency Medical Dispatch Protocols WAC 246-976-920(3)(d):

- 1) Assist Clark Regional Emergency Services Agency (CRESA) and other control centers involved in Emergency Medical Dispatch (EMD) call taking in developing EMD protocols;
- 2) Determine appropriate EMS response upgrades to given EMD call types; and
- 3) Further define, as required in EMD protocols, specific direction given by local medical control pertaining to patient care.

1.2 Prehospital Care Guidelines WAC 246-976-920(3)(b):

Regularly complete a review of prehospital care protocols and revise as appropriate. Protocol revision shall take into consideration results of medical audits, input from other qualified healthcare providers, research and best practices.

1.3 Controlled Substance Guidelines WAC 246-976-920(3)(c):

Establish standards for storing, dispensing and administering controlled substances in accordance with state and federal regulations and guidelines.

1.4 Regional EMS and Trauma Care Plans WAC 246-976-920(3)(d):

Provide recommendations in the development and revision of the SW Region EMS and Trauma Care Plan.

1.5 EMS System Design WAC 246-976-920(3)(a-g):

In addition to the above, work with local agency administrators to develop, review and implement County Operating Procedures and EMS System Design Policies.

2. Training, Continuing Education, and Certification

2.1 Approve EMT Course Content and Instructors WAC 246-976-023(3):

Review and approve initial EMS training courses at all levels provided in Clark County. Approve all participating instructors and provide course instruction as appropriate.

2.2 Recommend Senior EMS Instructors WAC 246-976-920(3) (k):

Recommend to the DOH, SEIs who are responsible for initial EMR and EMT-Basic courses.

2.3 Approve and Supervise CME, or OTEP and Special Training WAC 246-976-161(1 - 5):

CME Option: Approve and supervise the Continuing Medical Education (CME) training offered and ensure it meets DOH guidelines for recertification.

OTEP Option: Approve and supervise the Ongoing Training and Evaluation Program (OTEP) for Clark County ELS personnel (including endorsements) in didactic and skills learning.

PCEP: Approve and supervise the Paramedic Continuing Education Program (PCEP) based on guidelines for recertification via DOH and NREMT in didactic and skills learning.

2.4 Special Training (as necessary) WAC 246-976-024(1 - 6):

As necessary, approve specialized training that is not included in the standard course curricula.

3. Quality Assurance

3.1 Prospective WAC 246-976-920 (3):

In collaboration with EMS agency management, establish the standards for field observation process for new hires, probationary employees, and lead paramedic candidates as well as Emergency Medical Dispatchers (EMD). Ensure proper documentation of performance observation is being done.

3.2 Concurrent WAC 246-976-920(3):

Participate in direct evaluation of Clark County EMS personnel provision of out-of-hospital care that includes, but is not limited to:

- a) Random ride-a-longs
- b) Evaluation of clinical skills performance in practical skill and simulation training
- c) Establish patient outcome and feedback loops with both Clark County receiving facilities.

3.3 Retrospective WAC 246-976-920(3):

- a) Oversee the EMD quality assurance process used by control centers operating in the county
- b) In collaboration with EMS providers, determine specific clinical treatment areas and low frequency-high risk skills for flag chart review
- c) Monitor specific clinical treatment trends and sentinel events for case review as well as adjusting prehospital scope of practice

3.4 Inquiry/Complaint WAC 246-976-191(3)(4):

- a) In collaboration with EMS agency management, conduct incident fact finding in response to complaints/inquiries regarding out- of-hospital care.
- b) As needed, conduct appropriate counseling and develop corrective action plans working with the involved agency's management.
- c) As per State of Washington guidelines for MPD's, provide necessary reporting to DOH, of those instances that meet Threshold Determination Guidelines.

4. Certification and Recertification

4.1 Exams WAC 246-976-920(3)(e)

Develop and oversee the initial written exam for Clark County Paramedics; conduct a one-on-one interview with those Paramedics that meet appropriate certification requirements and have successfully passed the written exam; and establish and oversee the remedial training necessary for those individuals who do not successfully complete the written exam.

4.2 Recommendation WAC 246-976-920(3)(i)

Recommend EMS personnel certification, recertification, or denial of same to the DOH

4.3 Oversee certification process used for control center EMDs

Ensure compliance with regulations established for control center personnel

5. Boards and Meetings

5.1 Monthly EMS Training and Quality Management

Coordinate monthly EMS Training and Quality Improvement Committee meetings for the purpose of:

- 1) Coordinating EMS training and CME including review of State mandated curriculum and content changes as well as oversight of instructor qualifications and lesson plan development;
- 2) Review of patient care incidents as they pertain to the standard of care and county operating procedures;
- 3) Development of patient care guidelines; and
- 4) Evaluation of new EMS procedures, equipment and medications.

5.2 Medical Dispatch Review Committee

Regularly attend the Medical Dispatch Review Committee meetings for the purpose of:

- 1) Coordinating EMD education and training;
- 2) Quality review of pertinent EMS calls;
- 3) Implementation of new protocols; and
- 4) Special projects

5.3 County EMS and Trauma Care Council WAC 246-976-920(3) (d)

Regularly attend, as an Executive Committee member, the County EMS and Trauma Care Council that:

- 1) Reviews, evaluates and recommends to the SW Region EMS and Trauma Care Council (SW EMS/TC) the provision of and plan for EMS and trauma care in the region;
- 2) Makes recommendations to SW EMS/TC about the development of regional patient care procedures;
- 3) Reviews SEI applications and make recommendations to the DOH;

- 4) Recommends initial training classes and OTEP programs to the DOH; and
- 5) Participate in any special projects as they arise.
- 5.4 Ambulance Contract Oversight Board
Regularly attend the Ambulance Contract Oversight Board meetings and provide clinical expertise regarding EMS System performance pertaining to the Contract for Ambulance Service.
- 5.5 Regional Research and Protocol Development
Regularly attend monthly meetings in the Portland-Vancouver metro area to jointly work on EMS research and protocol development.
- 5.6 Regional EMS and Trauma Care Council WAC 246-976-920(3)(d)
Regularly attend the SW Region EMS and Trauma Care Council that includes in part:
 - 1) Assessment of regional EMS and trauma care needs;
 - 2) Identification of resources (personnel, training, facilities and equipment) to meet those needs;
 - 3) Development of a regional plan to meet the state standards of patient care;
 - 4) Establishing the number and level of trauma care facilities; and
 - 5) Recommending to the Department the number and level of out- of-hospital care services.
- 5.7 State EMS Related Committee's As Required
Regularly attend state EMS committees i.e., Governor's Steering Committee (GSC) that advises the state on the Prehospital EMS and Trauma State Plan, and on administrative rules pertaining to prehospital provider licensing and certification; and participate in any appropriate Prehospital TAC reporting to the GSC.
- 5.8 State MPD
Attend the regularly scheduled Medical Program Directors meeting.
- 5.9 Other
Attend and participate in other regional, State, and national meetings that are relevant to the continuum of emergency medical care.
- 6. Counseling, Remedial and Corrective Action**
- 6.1 Counseling, Personal Improvement Plan, Suspension, Revocation WAC 246-976-191(3 - 6)
 - a) Coordinate with Clark County EMS agencies appropriate counseling and personal improvement plans regarding patient care for those EMT's and Paramedics requiring remediation;
 - b) Immediately report to the DOH any EMS personnel incident requiring investigation as per State guidelines.

7. Reports

7.1 Out-of-Hospital Care Audit Reports

- a) Key performance indicators
- b) Annual cardiac arrest outcomes

7.2 Monthly EMD Compliance

Review the monthly EMD compliance reports provided by CRESA and the other control centers operating in the county.

7.3 Annual Report

Provide an annual written report outlining:

- 1) Recommendations for system improvement to the clinical performance of the system; and
- 2) Results of current research projects and studies.

7.4 WACARES

Participate with the Washington CARES Program and provide an annual report on cardiac arrest outcomes in Clark County.

7.5 Other

Collaboratively work with the EMS providers to develop reports that are useful at improving patient care.

8. Current System Studies

Lead in the establishment of a research agenda for the County as well as oversee and participate in other area research projects related to out-of-hospital care.



Staff Report 046-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/22/2021
4/5/2021

SUBJECT Creating a refund process for business license surcharge fees for eligible businesses for 4/1/2021 – 3/31/2022

Key Points

- Effective 4/1/2020 through 3/31/2021, Council authorized business license and surcharge fee suspension for all businesses due to the public health threat posed by the sudden outbreak of the novel coronavirus (COVID-19). The City worked with its partner at the Washington State Department of Revenue Business Licensing Service (BLS) to suspend fees during the eligible time period and to refund those that had already been paid for that year.
- Pandemic-related restrictions on business activity in certain industries continue and will likely continue for a number of months to negatively impact business viability in those industries.
- City desires to financially support businesses that have traditionally served large numbers of consumers indoors, simultaneously. These businesses are among those most severely impacted by the pandemic, are likely to remain subject to some of the longest restrictions, and are particularly well-situated to utilize the business license surcharge savings to support increased consumer safety.

Strategic Plan Alignment

Goal 9: Build the strongest, most resilient economy in the region.

Present Situation

The City generates approximately \$5.5 million annually from the business license fee and surcharge (BLS) program. The revenue is dedicated to funding existing police officer positions and funding the increased level of street pavement management program.

Effective 4/1/2021, all businesses will be required to continue registration and payment of City business license fees through Washington State Department of Licensing.

From 4/1/2021 through 3/31/2022, businesses in several eligible categories will receive a refund from the City for 2021 fees and surcharges already paid. Eligible businesses will be required to complete a City of Vancouver BLS Refund application form to receive the refund. The State of Washington's application processing system has limited flexibility and cannot accommodate significant deviations from the current program. Refund applications will, therefore, be processed manually by the City of Vancouver Business License division in the Finance department.

The eligibility for this program targets businesses that have traditionally served large numbers of consumers indoors, simultaneously. Specifically:

- Restaurants, Taverns, Breweries, Wineries and Distilleries;
- Fitness and Training Facilities;
- Movie Theatres, Theaters & Performing Arts; and
- Bowling Facilities.

Specific Washington State Guidance documents that identify which businesses are included in the above categories are identified in attachments A-E to the attached Ordinance.

These businesses are among those most severely impacted by the pandemic, are likely to remain subject to some of the longest restrictions and are particularly well-situated to utilize BLS savings to support increased consumer safety.

Advantage(s)

Supports local businesses in most negatively impacted by the pandemic industries.

Disadvantage(s)

Reduces revenues to the City of Vancouver.

Budget Impact

It is estimated that City revenues will have a one-time negative impact of approximately \$500,000 from implementation of this refund program.

Prior Council Review

Workshop on March 8, 2021.

Action Requested

On Monday, March 22, 2021, approve the ordinance on first reading, setting date of second reading and public hearing for Monday, April 5, 2021.

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

ATTACHMENTS:

- ▣ Ordinance

03/22/21
04/05/21

ORDINANCE NO. _____

AN ORDINANCE regarding the Business License Fee Surcharge (VMC 5.04.095) program; providing for refunds of the business license fee surcharge for new business license applications and annual license renewals for eligible businesses; providing for implementation of such refund program; defining eligibility criteria; providing for an immediate effective date; and providing for a sunset date on March 31, 2022.

WHEREAS the City adopted the employee business license fee surcharge codified at VMC Chapter 5.04.095 in 2006 by Ordinance M-4192, which has been subsequently amended by Ordinances M-4109 (2014), M-4140 (2015), M-4192 (2017), and M-4293 (2020); and

WHEREAS, on March 13, 2020, the City of Vancouver declared a civil emergency pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12, due to the public health threat posed by sudden outbreak of the novel coronavirus (COVID-19), and Declaration of Civil Emergency No. 2020-01 was ratified and affirmed by Resolution M-4061 (2020); and

WHEREAS, Ordinance M-4293 (2020) suspended the business license fee and business license surcharge fee for all business license renewals and new business license applications from April 1, 2020 through March 31, 2021; and

ORDINANCE - 1

WHEREAS, the COVID-19 pandemic has caused a global economic slowdown, resulting in reductions in business activity and continues to adversely impact certain sectors of the local business community that supports the City’s economic vitality; and

WHEREAS, the City Council of the City of Vancouver desires to help mitigate the severe adverse financial impacts experienced by businesses most impacted by the current pandemic, and protect the health and safety of consumers, by offering a refund program in business license surcharge for eligible businesses. Specifically, businesses in industries most severely impacted by the pandemic, that have traditionally served large numbers of consumers indoors, simultaneously. Those businesses are likely to remain subject to some of the longest restrictions, and are particularly well-situated to utilize the business license fee surcharge savings to support increased consumer safety.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Creation of a Refund Program of the Business License Fee Surcharge for Eligible Businesses. The Vancouver City Council hereby adopts the recitals set forth above and those contained in SR _____ in support this Ordinance.

Section 2. Refund of the Business License Fee Surcharge for Eligible Businesses. The business license fee surcharge adopted by Ordinance M-3774, which was last amended by Ordinance M-4192 and is codified at Vancouver Municipal Code 5.04.095, shall be refunded to Eligible Businesses submitting new business license applications or renewing their city business licenses as specified herein.

Section 3. Eligibility Criteria. An “Eligible Business” qualified for the refund program set forth herein is one that (1) belongs to one of the eligible industries listed in Section 3(A), (2)

ORDINANCE - 2

has paid the business license base fee and business license fee surcharge; and (3) follows the refund request process set forth in Section 3(B).

A. Eligible Industries. The following businesses are eligible to participate in the program:

- i. **Restaurants, Taverns, Breweries, Wineries and Distilleries** subject to the Washington State Guidance Document entitled “Eating and Drinking Establishment COVID-19 Requirements” as updated on March 5, 2021, a copy of which is attached as Exhibit A and incorporated by this reference as if set forth fully herein;
- ii. **Fitness and Training Facilities** subject to the Washington State Guidance Document entitled “Fitness and Training COVID-19 Requirements” as updated in January 2021, a copy of which is attached as Exhibit B and incorporated by this reference as if set forth fully herein;
- iii. **Movie Theaters** subject to the Washington State Guidance Document entitled “Movie Theaters COVID-19 Requirements” as updated February 1, 2021, a copy of which is attached as Exhibit C and incorporated by this reference as if set forth fully herein;
- iv. **Theaters & Performing Arts Facilities** subject to the Washington State Guidance Document entitled “Theater & Performing Arts COVID-19 Requirements” as updated in January 11, 2021, a copy of which is attached as Exhibit D and incorporated by this reference as if set forth fully herein; and
- v. **Bowling Facilities** subject to the Washington State Guidance Document entitled “Bowling COVID-19 Requirements” as updated in January 2021, a copy of which

is attached as Exhibit E and incorporated by this reference as if set forth fully herein.

B. Refund Request Process. The business license fee and business license fee surcharge applicable for April 1, 2021- March 31, 2022 shall be paid to the Washington State Department of Revenue Business Licensing Service. Eligible Businesses can then request a refund for the business license surcharge fees paid directly from the City of Vancouver Business License Division in the Finance department by filling out the Refund Request form. Requests for refunds must be received by the City of Vancouver Business License Division on or before March 31, 2022.

Section 4. Effective date. This Ordinance is necessary in furtherance of an emergency and shall become effective immediately upon passage.

Section 5. All provisions of this ordinance will sunset on March 31, 2022. Thereafter, the provisions of this Ordinance shall be given no further force of effect.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2021.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

ORDINANCE - 5

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE regarding the Business License Fee Surcharge (VMC 5.04.095) program; providing for refunds of the business license fee surcharge for new business license applications and annual license renewals for eligible businesses; providing for implementation of such refund program; defining eligibility criteria; providing for an immediate effective date; and providing for a sunset date on March 31, 2022.

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The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Exhibit A

Eating and Drinking Establishment COVID-19 Requirements

Eating and Drinking Establishment COVID-19 Requirements

Summary of March 5, 2021 changes:

1. Renames this guidance document from Restaurant, Tavern, Brewery, Winery and Distillery to Eating and Drinking Establishment.
2. Includes night clubs in the list of business types included in this guidance.
3. Clarifies food is required to be offered at these businesses.
4. Clarifies while some live entertainment is permitted pursuant to the theater and performing arts guidance document, dancing is prohibited.

Summary of January 11, 2021 changes:

1. Phase 1: Restaurants and Bars are closed for indoor dine-in service. Outdoor and open-air dining and to-go service are permitted, provided that all outdoor/open-air dining must comply with the requirements of the Outdoor and Open-air Seating Guidance [here](#).
2. Phase 2: Indoor seating is permitted at 25% capacity as long as long as physical distance between customers at adjacent tables can be achieved.
3. For all phases:
 - Table size for is limited to a maximum of six (6) people with a maximum of two households per table.
 - Alcohol service is prohibited after 11 pm (food service may continue past 11 pm).

Eating and drinking establishments must adopt a written procedure that is at least as strict as the requirements in this document and that complies with the appropriate safety and health requirements and guidelines established by the Washington State Department of Labor & Industries and the Washington State Department of Health.

For purposes of this document an eating and drinking establishment includes, but is not limited to, restaurants, cafes, food courts, breweries, brewpubs, taverns, wine bars, wineries, distilleries, tasting rooms, private clubs and night clubs, or other establishments where food is offered/sold.

Prior to recommencing on-site services, all business owners are required to develop at each establishment, a comprehensive COVID-19 exposure control, mitigation, and recovery plan which must be adhered to. A site-specific COVID-19 monitor shall be designated at each location to monitor the health of individuals and enforce the COVID-19 job site safety plan. A copy of the plan must be available at all locations and available for inspection by state and local authorities. Failure to meet this requirement may result in sanctions up to, and including, license suspension.

All eating and drinking establishments can refer to [Department of Health guidance](#) for additional recommendations.

Phase 1

1. Indoor seating is prohibited. Outdoor and open-air seating and to-go service are permitted, provided that all outdoor/open-air dining must comply with the requirements of the Outdoor and Open-air Seating Guidance [here](#).
2. For liquor licensees who want to add outdoor seating to their premises, please go to the Washington State Liquor and Cannabis Board (WSLCB) website, [here](#), to access the Liquor Alterations Request Form. Please submit completed forms to liquoralterations@lcb.wa.gov.

Phase 2

3. Indoor seating is permitted at 25% capacity if physical distance between individuals sitting at adjacent tables (as noted below) can be achieved. This includes food courts.

All Phases

4. Liquor licensees must offer food service. Food may be sold or provided free-of-charge in at least one of the following ways:
 - a. Onsite food: At a minimum, food service should include a combination of small serving food items such as a mix of hors d'oeuvre type foods, cheeses, fruits, vegetables, deli-style meats, chips, pretzels, nuts, popcorn, crackers, or similar items. Food may be prepackaged for individual sale and consumption or prepared off-site for plating for the customer.
 - b. Offsite food: Customers may bring food from an outside business. The liquor licensee must post in a visible place, a list of multiple local restaurants or food trucks where customers can purchase food during hours of operation. The list shall include names, addresses, contact information, and hours of operation for each restaurant or food truck named.
5. Table size is limited to a maximum of six (6) people and a maximum of two (2) households.
6. Tables must be placed so that customers at adjacent tables are seated a minimum of 6 feet away from each other, or there must be a physical barrier or wall at least standing height tall separating booths or tables.
7. If the establishment does not offer table service (i.e. wait staff), they must have protocols in place to ensure adequate social distancing at food and/or drink pick-up stations, and within their seating area.
8. Alcohol service, delivery, and consumption, including beer, wine, and spirits, must end at 11:00 p.m. Food service may continue past 11 pm.
9. No bar area seating is permitted. This is the area with a bar table/counter where patrons sit or stand side-by-side. If an establishment has bar area seating it must be closed off to prohibit use. Counter-style seating is permitted in other areas of the establishment (indoors or outdoors). Six feet of distance is required between other tables.
10. Customers must wear a face covering anytime they are not actively eating or drinking. This includes when arriving or leaving, while going to the restroom, and while they are seated at tables and talking.
11. Single use menus or reusable menus that are sanitized after each use are required.
12. Minimize the number of staff serving any given table. It is strongly recommended that one staff person take a table's order, bring all of their beverages/food/utensils, take their payment, etc.
13. Hand sanitizer should be available at entry for all staff and patrons (assuming supply availability).

14. Any condiments typically left on the table (ketchup, soy sauce, etc.) must be single-use or sanitized after each use.
15. Buffets and salad bars are permitted and must follow [Department of Health guidance](#).
16. All establishments must have implemented a plan to ensure proper physical distancing in lobby/waiting areas/payment counters.
17. Standing is prohibited in any area of the establishment, except when engaging in allowable entertainment activities or while in the lobby/waiting area. In these instances, 6 feet of distance between patrons must be maintained.
18. Please see [Indoor Entertainment Guidance](#) for allowable activities such as darts, billiards, and arcade games, etc.
19. Please see [Theater and Performing Arts Guidance](#) for allowable live entertainment. Dancing is prohibited.

Safety and Health Requirements

All eating and drinking establishment owners have a general obligation to maintain a safe and healthy workplace in accordance with state and federal law and safety and health rules for a variety of workplace hazards. Employers must specifically ensure operations follow the main Labor & Industries COVID-19 requirements to protect workers. COVID-19 workplace and safety requirements can be found [here](#).

Additional information is available at [Novel Coronavirus Outbreak \(COVID-19\) Resources](#) and [Paid Leave under the Washington Family Care Act and the Families First Coronavirus Response Act](#).

Exhibit B

Fitness and Training COVID-19 Requirements

Fitness and Training COVID-19 Requirements

Summary of changes in the January 2021 update:

- New phase 1 and 2 requirements detailed; some fitness and training activities reopened with new restrictions and new occupancy calculations.
- Outdoor fitness classes and non-staffed fitness facilities added to the guidelines.
- Several indoor sporting activities removed from this document and added to the [Professional Sports and Other Sporting Activities](#), document, including gymnastics, non-contact dance, non-contact cheer, climbing, tennis, volleyball, basketball, and soccer.
- Safety and health requirements updated to current language at the end of the document.

Included here:

Staffed indoor fitness studios, individual sports and fitness training, group fitness, gyms, and multi-use indoor fitness facilities providing private instruction and access to personal fitness training and/or specialized equipment, including but not limited to weight and resistance training, cardio exercise equipment, martial arts without contact, yoga, squash and racquetball and similar personal training, group training, or independent fitness services.

Unstaffed indoor fitness facilities in locations such as hotels and apartment buildings.

Outdoor group fitness classes.

Not included here:

Pools. Pool and water recreation facilities should follow the [Department of Health's COVID-19 guidance for staffed pools](#) and the [Governor's Phased Guidance for water recreation](#).

Indoor or outdoor sporting activities such as gymnastics, non-contact dance, non-contact cheer, martial arts with contact including competitions, climbing, tennis, volleyball, basketball and soccer. Except as otherwise specified in this guidance, indoor and outdoor competitive sporting activities, such as professional, amateur, or organized team sports and outdoor group fitness classes should follow the guidance for [Professional Sports and Other Sporting Activities](#).

All indoor fitness training facilities operating must adopt a written procedure for employee safety and customer interaction that is at least as strict as this procedure and complies with the safety and health requirements below.

No business may operate until it can meet and maintain all the requirements in this document, including providing materials, schedules and equipment required to comply. Additional considerations may be adopted, as appropriate.

Limited Use of Facility and Business Adaptations

Access to indoor fitness and training facilities is limited by the size of the facility:

Phase 1:

- All facilities must calculate allowable customer occupancy by dividing the room size or available floor space by 500 square feet per person.
- The minimum 500 square feet per person occupancy must be calculated and enforced by the

facility for every room in a facility where indoor fitness and training occurs. Each room where indoor fitness and training occurs must be monitored to ensure the 500 square feet per person maximum occupancy is not exceeded.

- Face coverings are required at all times.
- Individuals may use the facilities for less than an hour at a time. One-on-one instruction and group instruction classes limited less than an hour at a time. Capacity determined by square footage per person.
- Stationary fitness equipment must be arranged such that users are not facing each other, regardless of the distance between users.
- Squash and racquetball courts open only for individual use and facilities must allow 30 minutes of non-use between each session.
- Outdoor group fitness classes limited to a maximum of 20 participants per class at a time in stable cohorts of 5. Face coverings required at all times. Outdoor structures, in order to be considered outdoors, should have no more than two walls to provide appropriate ventilation unless they meet this ventilation requirement; structures can have three walls if another opening exists that is large enough to create cross ventilation. For detailed guidelines please consult [Open Air and Outdoor Seating requirements](#).
- Unstaffed indoor fitness facilities (examples include apartment and hotel fitness centers) allowed one user per room, scheduled in advance, face coverings required, use of the facilities for no longer than 45 minutes at a time.

Phase 2:

- The occupancy of the facility may not exceed 25 percent of the fire code occupancy rating, or 200 people max, whichever is less.
- Squash and racquetball courts open for games. Facilities must allow 30 minutes of non-use between each session.
- Outdoor group fitness classes limited to a maximum of 30 participants. Face coverings required at all times. Outdoor structures, in order to be considered outdoors, should have no more than two walls to provide appropriate ventilation unless they meet this ventilation requirement; Structures can have three walls if another opening exists that is large enough to create cross ventilation.
- Unstaffed indoor fitness facilities allowed one user per room or up to 4 users from the same household, scheduled in advance, face coverings required.

No in-facility child care services will be permitted, unless consistent with Department of Health guidance for [Child Care, Youth Development, and Summer Day Camps](#). Children in child care do not count toward the overall occupancy limit for the purpose of calculating fitness facility occupancy and the minimum required square footage per person.

Safety and Health Requirements all phases

Stay home when sick or if a close contact of someone with COVID-19

Staff and participants should be required to stay home if they feel unwell, show any signs of COVID-19, or are a close contact of a confirmed case. Screening should consider [symptoms listed by the CDC](#). Any person with symptoms of COVID-19 or who is a close contact of someone with confirmed COVID-19 should not be allowed to participate and should contact his or her primary care provider or other appropriate health-care professional.

Masks

Masks required for staff and participants at all times.

Physical Distance

A minimum of 6 feet of physical distance must be maintained between staff and clients at all times where possible. This distance should be increased when clients are engaged in high-intensity aerobic activities. A minimum of six feet of distance must be maintained among participants when not engaged in fitness and training activities.

Hygiene

Staff and participants to practice good hygiene including washing their hands frequently and covering their sneezes and coughs. Wash hands often with soap and water for at least 20 seconds before and after practice, especially after touching shared objects or blowing your nose, coughing, or sneezing. Avoid touching your eyes, nose, and mouth. If soap and water are not readily available, use a hand sanitizer that contains 60-95% alcohol content. Cover all surfaces of your hands and rub them together until they are dry.

Provide handwashing or hand sanitizing stations at training and contest locations.

Limit the use of locker rooms to handwashing and restroom use only. Showers should not be used due to potential spread of aerosolized droplets. If use of locker rooms for changing is necessary, maximize ventilation and use tape, spots, or cones to signal 6 feet of distance for participants who need to change. If locker rooms are used cleaning protocols must be included in the facility safety plan. Limit occupancy of the locker rooms to avoid crowding.

Cleaning

Clean high touch surfaces and disinfect shared equipment before and after each use. Ensure restrooms are cleaned and disinfected regularly. Current CDC guidance for cleaning and disinfection for COVID-19 states that disinfectants should be registered by the EPA for use against the COVID-19. Find the current list here: [List N: Disinfectants for Use Against SARS-CoV-2 \(COVID-19\)](#). Disinfectants based on hydrogen peroxide or alcohol are safer than harsher chemicals. The University of Washington has a [handout with options for safer cleaning and disinfecting products that work well against COVID-19](#).

Ventilation

Ventilation is important to have good indoor air quality. Ensure that ventilation systems operate properly. Increase air circulation and ventilation as much as possible by opening windows and doors. Offer more outside time, open windows often and adjust mechanical ventilation systems to bring in as much outside air as possible. Increase filters to MERV 13 if the HVAC can accommodate. Use of fans for cooling is acceptable. In indoor spaces, fans should only be used when windows or doors are open to the outdoors in order to circulate indoor and outdoor air. They should blow away from people. Outdoors locations are preferred to indoors locations, and should be utilized to the greatest extent possible to allow for maximum fresh air circulation and social distancing. Outdoor temporary structures may be used. Outdoor structures, in order to be considered outdoors, should have no more than two walls to provide appropriate ventilation unless they meet this ventilation requirement; structures can have three walls if another opening exists that is large enough to create cross ventilation. For detailed guidelines please consult [Open Air and Outdoor Seating requirements](#).

Records and Contact Tracing

Keep contact information for staff and participants to assist with contact tracing in the event of a possible exposure. Contact information must be kept on file for 28 days after each class or use of the facilities.

Employees

Employers must specifically ensure operations follow the main Labor & Industries COVID-19 requirements to protect workers. COVID-19 workplace and safety requirements can be found [here](#).

Exhibit C

Movie Theaters COVID-19 Requirements

Movie Theaters COVID-19 Requirements

Summary of February 1, 2021 changes:

- **New Phase 1 and Phase 2 requirements detailed**
- **Safety and health requirements updated at end of the document**

Movie theaters are permitted to operate, provided all requirements in this document are met. For purposes of this guidance, movie theaters include both corporate and independently owned theaters or any venue that screens movies with an audience. Each movie theater must adopt a written procedure for operations at least as protective as the specific requirements outlined below and complies with all employee safety and health requirements.

Movie theaters must ensure strict adherence to all measures established by the Governor's guidance, the Department of Labor & Industries (L&I), Coronavirus (COVID-19) Prevention: General Requirements <https://lni.wa.gov/forms-publications/F414-164-000.pdf>, and the Washington State Department of Health Workplace and Employer Resources & Recommendations <https://www.doh.wa.gov/Coronavirus/Workplace> (DOH).

Phase 1

Private rentals for individual households of no more than 6 people permitted. General admission prohibited.

Phase 2:

Movie theaters in Phase 2 can operate at 25% capacity (per fire marshal code) or 200 people, whichever is less, as long as six feet of physical distancing between households can be maintained.

General Requirements

1. Pursuant to the [Secretary of Health's Order 20-03](#), face coverings must always be worn. However, face coverings may be removed for the limited purpose and limited time period necessary to consume food and beverages, which can only be done while seated in the theater.
2. Ticket lines should be configured to ensure appropriate physical distancing is maintained at all times. Options include visible markers, barriers, tape, etc.
3. Tickets sales should be available online or via phone whenever feasible to reduce the need to stand in line for tickets.
4. Configure ticket sales systems to facilitate appropriate physical distancing.
5. Lines to enter a theatre should be minimized whenever possible. If lines are unavoidable, six feet physical distancing must be maintained.
6. Adequate numbers of employees should be available to direct patron traffic and enforce physical distancing in lines.
7. Limit and stagger screening times to reduce overcrowding between screenings, particularly in common areas, restrooms, and concession areas.
8. Close any on- site lounges, play areas, or other areas where people may congregate.
9. To the extent possible, reconfigure restrooms, for example by blocking stalls or urinals, to ensure appropriate physical distancing can be maintained at all times. As patrons may need to line up to enter restrooms, use visual indicators such as tape to identify appropriate physical distancing.

10. Use of employee breakrooms should be limited. As face coverings cannot be worn during eating/drinking, limit the number of employees in a breakroom at any one time to ensure distancing can be maintained. Clean countertops and tables between uses.
11. Any retail food service at theaters must follow the guidance for [restaurants](#).
12. Provide sufficient hand sanitizing stations for customers.
13. Ensure each theater is properly cleaned/sanitized between uses.
14. Adjust mechanical ventilation systems to bring in as much outside air as possible. Increase filters to MERV 13 if the HVAC can accommodate. Keep doors and windows open where possible and utilize fans to improve ventilation.

Exhibit D

Theater & Performing Arts COVID-19 Requirements

THEATER & PERFORMING ARTS

COVID-19 Requirements

Theaters and performing arts are permitted to operate, provided the general and discipline-specific requirements in this document are met and followed. The theatre and performing arts organization must adopt a written procedure for operation that is at least as strict as the procedures below and complies with all safety and health requirements.

A. General Indoor and Outdoor Theater and Performing Arts Organizations and Performing Arts Events:

This section includes guidance that all indoor and outdoor theater and performing arts organizations must follow. Additional requirements may also be required depending on the discipline.

Phase 1: Indoor: Private rentals/tours/performance for individual households of no more than six people are permitted. All individuals must wear face coverings. Maximum capacity is 25% of the venue or space.

Phase 1: Outdoor: Ticketed events only. Groups of 10 people are permitted, but are limited to two households per group. Groups must be physically distanced six feet apart and maintain six feet of physical distance from others at all times. All individuals in attendance must wear a face covering. A minimum of 20 feet of physical distancing is required between artists/performers and the audience. A maximum of 75 individuals including artists, crew, and audience members may be in the designated area. There is a two-hour time limit on all performances/events.

Phase 2: Indoor: Maximum capacity is 25% of the venue/space or 200 people, whichever is less. Groups with a maximum of six people are permitted. Each group must be physically distanced six feet apart and maintain six feet of separation from others at all times. All individuals in attendance must wear a face covering. A minimum of 20 feet of physical distancing is required between artists/performers and the audience. There is a two-hour time limit on all performances/events.

Phase 2: Outdoor: Groups of up to 15 people are permitted, but are limited to two households per group. Groups must be physically distanced six feet apart and maintain six feet of separation from others at all times. All individuals in attendance must wear a face covering. A minimum of 20 feet of physical distancing is required between artists/performers and the audience. A maximum 200 individuals including artists, crew, and audience may be in the designated area. There is a three-hour time limit on all performances/events.

B. Discipline-specific Requirements:

1. Dance and Movement:

Phase 1 Rehearsals: A minimum of 500 square feet per dancer is required. If there are two or more people per a barre, each dancer must maintain a radius of six feet of physical distancing and all dancers must face the same direction. A maximum length of 45 minutes per rehearsal session with 30-minute breaks between sessions is required.

Phase 2 Rehearsals: The maximum capacity is 25% of the room/venue/space. All other requirements in Phase 1 must be followed.

Phase 1 Performances/Recitals:

- **Indoor:** Prohibited.
- **Outdoor:** Must follow “Dance and Movement: Phase 1 Rehearsals” requirements plus the general requirements in “Part A – Phase 1: Outdoor.”

Phase 2 Performances/Recitals:

- **Indoor:** Must follow the “Dance and Movement: Phase 1 Rehearsals” requirements plus the general requirements in “Part A – Phase 2: Indoor.”
- **Outdoor:** Must follow the “Dance and Movement: Phase 1 Rehearsals” requirements plus the general requirements in “Part A – Phase 2: Outdoor.”

2. Choral/Vocal/Opera/Musical Theatre/ Comedy/Spoken Word/Poetry Readings or Slams

Phase 1 and Phase 2 Rehearsals:

1. **Indoor and Outdoor:** Solo singers and performers in a rehearsal setting may rehearse without a face covering, so long as they are at least 15 feet physically distanced from the pianist/accompanist and others. If a speaker decides not to wear a face covering, it is recommended that a Plexiglas 3-sided barrier is used during the rehearsal. The barrier must be disinfected after every use.

All group performance activities that involve singing require everyone to wear a three-layer surgical mask and maintain at least 9 feet (12 feet is recommended) of physical distance from others. Group singing/choirs are limited to no more than 15 individuals. Rehearsals may be held indoors for up to 45 minutes at a time with 30-minute breaks in between to allow for air exchange.

Phase 1 Performances/Recitals:

- **Indoor:** Prohibited.
- **Outdoor:** Must follow “Phase 1 and Phase 2 Rehearsals: Choral/Vocal/Opera/Musical Theatre/Comedy/Spoken Word/Poetry Readings or Slams” requirements plus the general requirements in “Part A – Phase 1: Outdoor.”

Phase 2 Performances/Recitals:

- **Indoor:** Must follow “Phase 1 and Phase 2 Rehearsals: Choral/Vocal/Opera/Musical Theatre/Comedy/Spoken Word/Poetry Readings or Slams” requirements plus the general requirements in “Part A – Phase 2: Indoor.”
- **Outdoor:** Must follow “Phase 1 and Phase 2 Rehearsals: Choral/Vocal/Opera/Musical Theatre/Comedy/Spoken Word/Poetry Readings or Slams” requirements plus the general requirements in “Part A – Phase 2: Outdoor.”

3. Orchestra/Instrumental

Phase 1 and 2 Rehearsals:

1. **Indoor and Outdoor:** All physical distancing requirements are section/instrument specific:
 - **String and percussion instruments** must maintain a minimum of six feet of physical distancing.
 - **Brass & woodwind instruments** must maintain a minimum of 9 feet of physical distancing and use a bell cover.

- **Vocalists** refer to guidelines for “Phase 1 and Phase 2 Rehearsals: Choral/Vocal/Opera/Musical Theatre/Comedy/Spoken Word/Poetry Readings or Slams.”

Rehearsals are a maximum of 45 minutes at a time with 30-minute breaks in between to allow for air exchange. All are required to wear masks. For instruments that require mouth-to-instrument connection, musicians are not required to wear a mask while playing, but during long periods of rest and breaks, masks are required.

Phase 1 Performances/Recitals:

2. **Indoor:** Prohibited.
3. **Outdoor:** Must follow “Phase 1 and Phase 2 Rehearsals: Orchestra/Instrumental” requirements plus the general requirements in “Part A – Phase 1: Outdoor.”

Phase 2 Performances/Recitals:

- **Indoor:** Must follow “Phase 1 and Phase 2 Rehearsals: Orchestra/Instrumental” requirements plus the general requirements in “Part A – Phase 2: Indoor.”
- **Outdoor:** Must follow “Phase 1 and Phase 2 Rehearsals: Orchestra/Instrumental” requirements plus the general requirements in “Part A – Phase 2: Outdoor.”

C. Venue Requirements and Guidelines:

The venue must provide clear communications to renters, artistic partners, event producers, and other visiting groups prior to arrival regarding the venue sanitation and safety expectations. In addition, the venue must post signage outside and inside of the venue that clearly outlines which spaces may be used by renters.

Sanitation & Safety Expectations: The venue shall:

- Designate a point of contact to ensure the “Healthy Washington – Roadmap to Recovery” Proclamation 20-25.12 (et seq.) and requirements per Department of Labor and Industries (L&I) and Health Department, are met with a written safety plan specific to each venue that meets the minimum requirements as set forth by the Healthy Washington plan.
- Provide clear communications to patrons prior to arrival regarding safety expectations.
- Post signage outdoors and inside that declares expectations for the visitors to enter the venue, including caution to physical distance, wash hands, use hand sanitizer, wear a face covering, and other safety precautions.
- Clean daily and adhere to the Centers for Disease Control and Prevention (CDC) recommendations for cleaning and sanitation of public facilities are followed. Clean and sanitize all occupied areas between performances.
- Frequently sanitize high touch surfaces including counter tops, doors, elevator buttons, and workstations, particularly during events.
- Install sanitation stations throughout the venue, including backstage and office spaces, that include hand sanitizer and wipes.
- Require all individuals to wear face coverings in accordance with state, county, and venue regulations.
- Consider shield-guards/physical protection guards between public and staff (concessions, box office, reception, retail).

- Promote the ventilation of interior spaces. HVAC systems will be maintained and operated following [ASHRAE recommendations](#) to the best of each facility's capability. Circulation of outdoor air will be increased to the safest extent possible.
- Evaluate and adjust when possible, audience flow and general lobby spaces to maximize physical distancing and minimize engagement of high touch surfaces.
- Train and strategically place staff or volunteers to encourage flow and physical distancing of visitors.

Patron Safety Expectations: The venue shall:

- Strive to secure patron contact information to facilitate contact tracing (if selling reserved seating).
- Require all to wear face coverings in accordance with state, county, and venue regulations.
- Send protocols in advance to patrons when feasible.
- Encourage patrons to download digital tickets or use print-at-home ticketing when possible.
- Consider the use of digital programs and reduce exchange of printed materials.
- Identify, control, and limit congregation points in venues where staff and visitors may come into proximity.

Employee Safety Expectations (all staff including front-of-house, backstage, artists, volunteers): The venue shall:

- Sanitize and prepare the venue before allowing employees to return to work.
- Reorganize workspaces to maximize physical distancing and/or encourage continued remote work.
- Provide disinfecting wipes and hand sanitizer throughout work areas for personal use and to sanitize workstations, equipment, and limit sharing when possible.
- Provide and train use of personal protective equipment required for personnel per L&I as well as OSHA and CDC recommendations, based upon duties.
- Consider job hazard assessment for artists and personnel for each venue and event.
- Regularly review safety procedures with staff, updating as indicated by public health officials and industry standards.
- Provide training and security protocols for employees to address patrons who do not cooperate with safety protocols.
- Prohibit Backstage visitors and prohibit the greeting of audience members at the stage door following performances.
- Require everyone to wear face coverings in accordance with state, county, and venue regulations.

Food Service and Retail: Food service, restaurants, gift shop, and other retail operations in performing arts venues and at events will operate according to phase-specific guidelines outlined in the [“Retail”](#) and [“Eating and Drinking”](#) in sections of the Healthy Washington guidelines.

Exhibit E

Bowling COVID-19 Requirements

Bowling

COVID-19 Requirements

Summary of January 2021 changes:

- **New Phase 1 and Phase 2 requirements detailed**
- **Safety and health requirements updated to current language at the end of the document**

All bowling facilities operating must adopt a written procedure for employee safety and customer interaction that is at least as strict as these requirements and complies with the safety and health requirements below.

Phase 1:

- Private rentals/tours for individual households of no more than 6 people permitted maximum for the entire facility. General admission prohibited.
- Arcades and amusement and/or redemption activities closed.

Phase 2:

- The facility may not exceed 25 percent of the fire code occupancy rating.

For all phases:

- Two bowlers per lane.
- No spectators allowed.
- Bowlers must maintain 6 feet of distance between bowlers in other lanes and in other areas of the facility.
- Sharing of equipment is not allowed.
- Shoes and balls, including finger holes, must be disinfected after every use.
- Restaurants and pro-shops adhere to required guidelines for food service and retail for the phase that their respective region is in.
- Mask use required at all times.

Safety and Health Requirements

Safety and Health Requirements all phases

Stay home when sick or if a close contact of someone with COVID-19

Staff and participants should be required to stay home if they feel unwell, show any signs of COVID-19, or are a close contact of a confirmed case. All coaches and students should be screened for signs/symptoms of COVID-19 prior to a workout. Screening should consider [symptoms listed by the CDC](#). Any person with symptoms of COVID-19 or who is a close contact of someone with confirmed COVID-19 should not be allowed to participate and should contact his or her primary care provider or other appropriate health-care professional.

Those who are excluded from training or contests due to [COVID-19 symptoms](#) or because they are [close contacts](#) must follow DOH and local public health isolation and quarantine guidance before returning to

training or contests. People with underlying health conditions should consult with their medical provider regarding participation in athletic activities.

Masks

Masks required for staff and participants at all times.

Physical Distance

Physical distance of 6 feet must be maintained between staff and participants and participants and each other at all times where possible, with exceptions for training and medical personnel and volunteers performing their medical duties. Six feet of distance must be maintained among participants when not engaged in fitness and training activities.

Hygiene

Staff and participants to practice good hygiene including washing their hands frequently and covering their sneezes and coughs. Wash hands often with soap and water for at least 20 seconds before and after practice, especially after touching shared objects or blowing your nose, coughing, or sneezing. Avoid touching your eyes, nose, and mouth. If soap and water are not readily available, use a hand sanitizer that contains 60-95% alcohol content. Cover all surfaces of your hands and rub them together until they are dry. Participants should not share water bottles, uniforms, towels, or snacks.

Provide handwashing or hand sanitizing stations for participants.

Limit the use of locker rooms to handwashing and restroom use only. Showers should not be used due to potential spread of aerosolized droplets. If use of locker rooms for changing is necessary, maximize ventilation and use tape, spots, or cones to signal 6 feet of distance for participants who need to change. If locker rooms are used cleaning protocols must be included in the sporting activity safety plan. Stagger entry to the changing area and use of these facilities as appropriate with members of the same team or training cohort only. Limit occupancy of the locker rooms to avoid crowding.

Cleaning

Clean high touch surfaces and disinfect shared equipment before and after each use. Ensure restrooms are cleaned and disinfected regularly. Current CDC guidance for cleaning and disinfection for COVID-19 states that disinfectants should be registered by the EPA for use against the COVID-19. Find the current list here: [List N: Disinfectants for Use Against SARS-CoV-2 \(COVID-19\)](#). Disinfectants based on hydrogen peroxide or alcohol are safer than harsher chemicals. The University of Washington has a [handout with options for safer cleaning and disinfecting products that work well against COVID-19](#).

Ventilation

Ventilation is important to have good indoor air quality. Ensure that ventilation systems operate properly. Increase air circulation and ventilation as much as possible by opening windows and doors. Offer more outside time, open windows often and adjust mechanical ventilation systems to bring in as much outside air as possible. Increase filters to MERV 13 if the HVAC can accommodate. Use of fans for cooling is acceptable. In indoor spaces, fans should only be used when windows or doors are open to the outdoors in order to circulate indoor and outdoor air. They should blow away from people.

Records and Contact Tracing

Keep contact information for staff and participants to assist with contact tracing in the event of a possible exposure. Contact information must be kept on file for 28 days after each use of the facilities.

Employees

Employers must specifically ensure operations follow the main Labor & Industries COVID-19 requirements to protect workers. COVID-19 workplace and safety requirements can be found [here](#).

City Council Decision-Making Values

The City Council will consider these as primary values in prioritizing and making decisions on City initiatives that contribute to enhancing the quality of life in Vancouver.

Inclusivity

Include all in a healthy, thriving, equitable community that:

- Honors the diversity of its people and neighborhoods
- Has compassion for and supports the needs of all, with particular attention to the most vulnerable
- Fosters civic involvement
- Provides consistency of benefits across all areas, uniting us as one Vancouver

Resilience

Achieve a resilient city and sustainable environment by:

- Providing safe and secure neighborhoods
- Maintaining and creating open spaces and opportunities to recreate
- Preserving and enhancing a verdant and flourishing natural environment
- Leading and inspiring community action to address climate change
- Supporting development of a diverse, prosperous and just economy
- Demonstrating stewardship and being resourceful with finite resources

Courage

Build on the city's heritage of pioneering and courageous decision-making by boldly working toward a shared vision for Vancouver.

- Lead and inspire the community to make the most of opportunities to provide a legacy for future generations
- Be steadfast and unwavering in our convictions to do the best for the community
- Honor the historic legacy of Vancouver as we grow
- Be innovative and remain open to change

City Council Operational Values

The City Council embraces **integrity** as the overarching value that guides how we work together when carrying out our duties. Further, the City Council will be **decisive**, **resourceful** and **seek partnerships** as we pursue policies that support realizing the community vision.

City Council Values Illustration



Prioritized Initiatives | 2021-2022

Universal Themes and Objectives			Prioritized Initiatives 2021-2022	Additional Elements						
Climate Action	DEI Work	Safety	High Touch	Priority initiatives that will take precedence on the Council's schedule and require the highest commitment of Council time and/or urgency of input and action.						
Climate Action Plan	Strategic Equity Plan		COVID Response / Recovery	City Operational Response		Community / Business Recovery Support				
			Housing & Homelessness	City/County Joint Executive Board on Homelessness		Navigation Center - Reuse		Housing Strategy: Policies and regulations		
				MFTE Program Refresh			Affordable Housing Fund			
			Transportation	Vancouver Moves (Transportation System Plan)	Complete Street projects		Transportation Benefit District Governance	Sustainable Funding Strategy		
			Policing	Police Camera Program <i>Priority/Accelerated</i>	Use of force practices and resources		Other policing issues and resources (scope under consultation and development)			
			Medium Touch	Priority initiatives that require pro-active but non-urgent Council input and/or action.						
			Governance	Recommendations from Task Force on Council Representation		Boards & Commissions - General approach - Aviation Advisory Commission (restore) - Human Rights Commission? (new) - Housing Commission? (new)		Council Policies Review		
			Heights District	Phase II: - HX Zoning Regulations - Planned Action Ordinance	Phase III: - Demolition of existing structures - Real Estate Strategy		Infrastructure Investment	Development Solicitation / Negotiations		
			Low Touch	Initiatives the Council wants information on as the opportunity arises or as time permits						
			Interstate 5	15 Bridge Replacement Project (IBRP)	IBRP prompted VCCV Refinements		IBRP related Parking Strategy	ODOT Tolling Program Advocacy		
	INITIATIVES NEEDING FURTHER INFORMATION	These are initiatives that remain a priority within the biennium and require additional scoping to develop a work program.								
	Stronger Vancouver	Under consultation and development								
	Strategic Plan	Under consultation and development (includes resilience planning and economic development strategy)								
	OTHER/MANDATES	Major projects and initiatives that are in progress, mandated by state law, or driven by market forces to which the City must respond.								
	Equity Atlas		Land Use / Land Use Policy	Shoreline Management Plan Update	Comprehensive Plan Climate Policy	Impact Fee Vesting	EverGrand Corridor Strategy	Comprehensive Plan		
			Market Driven Projects	Vancouver Innovation Center		Section 30		Waterfront East		
			Community Investments	Operations Center Replacement		Police Training & Headquarters		Fourth Plain Commons		
				Waterfront Gateway		Community Arts Facility		Fire Station 11		
			Budget	Utility Rate Policy				2023-24 Budget development		

Summary Report

This two-day retreat was conducted remotely over video conference utilizing the Zoom meeting platform. Members of the public were invited to join as observers.

The Council also met in a follow-up workshop to further discuss and finalize its values and priorities. A summary of that discussion is included below.

Mayor Anne McEnerny-Ogle convened the first day of a two-day retreat at 1:00 p.m. on Friday, January 15th.

Council present: Mayor McEnerny-Ogle,
Councilmember Bart Hansen
Councilmember Ty Stober
Councilmember Linda Glover
Councilmember Laurie Lebowsky
Councilmember Erik Paulsen
Councilmember Sarah Fox

Staff & presenters present: Eric Holmes, City Manager
Brian Carlson, Deputy City Manager
Cara Rene, Communications Director
Aaron Lande, Program and Policy Manager
Tanya Gray, Performance Analyst
Jonathan Young, City Attorney

Consultants: Jeanne Lawson, JLA Public Involvement
Adrienne DeDona, JLA Public Involvement
Hannah Mills, JLA Public Involvement
Darren Cools, JLA Public Involvement

Day 1, January 15, 2021

Purpose: Identify individual and group values in order to root future conversations about City initiatives and priorities in shared values and vision.

1:00-1:30 p.m. Welcome and Purpose

Eric Holmes, Vancouver City Manager, reviewed the existing the community vision to help establish a foundation for the conversation.

Vancouver is the heart of southwest Washington, connecting people and places throughout the region. We are a safe and welcoming city for all ages, incomes, abilities and backgrounds, with unique and vibrant neighborhoods. We are the most livable city in the Pacific Northwest. Residents and businesses across our city are passionate about building a thriving, prosperous and sustainable community together.

Vancouver's projects, investments and partnerships are built on policies and initiatives that result in:

- A city that is welcoming to all people.
- Strong corporate citizenship and many opportunities for civic engagement through events and volunteerism.
- Improved affordability and inclusive services and opportunities that help reduce poverty and homelessness.
- An exceptional, expanded park system that equitably serves the entire city.
- Programs that grow, steward and celebrate a diverse array of arts, culture and heritage.
- Vibrant neighborhoods and business districts throughout the city that offer a range of housing choices and unique day- and nightlife options.
- A diverse, resilient economy that offers a range of employment opportunities, the ability to earn a living wage, and the potential for economic mobility.
- A community that is well connected via a safe system of streets, sidewalks, trails, transit and technology that efficiently connect neighborhoods to each other, to services and to business districts.
- A community that is exceptionally safe, through proactive public safety programs and improved infrastructure, and well prepared for natural and man-made disasters.

Jeanne Lawson, co-facilitator with JLA Public Involvement, began the values discussion by sharing a personal story about an experience that helped shape the values that guide her in her work. The Mayor and Councilmembers were asked to identify an object within the Vancouver community that represents the values that guide them in their work for the City of Vancouver. Responses included:

**Note: some answers were mentioned by multiple Councilmembers.*

- **Heart and Stone sculpture:** represents that downtown is the heart of the city and that Vancouver is the heart of the SW Washington region. The sculpture also represents how people make connections and the long legacy of women leadership in the community.
- **Officer's Row:** represents the courage and perseverance of the Council and their relationship and partnership with the community, honors the culture of the community, serves as a place that people can gather, is a celebration of milestones and connection to past and future.
- **Replica of Kenaka Village at Fort Vancouver:** represents the diverse history of the region. The word "kenaka" means "people" in Hawaiian.
- **Leverich Park:** provides a consistency in place where people can gather for all occasions.
- **Fort Vancouver:** represents the history of the region, the value of continual learning and embracing something new.
- **Grant Street Pier:** represents the history of the region and the prosperity we gained from the Columbia River. The project also demonstrated the value of partnerships between government and private entities to build something for the community.

Jeanne reiterated the values conveyed in the responses, noting that partnership/relationship seemed to be a key theme. Jeanne encouraged the group to consider the strength of working as a unit to build solutions and success as they process through the retreat.

1:30-3:00 p.m. Values Brainstorm

Adrienne DeDona, co-facilitator with JLA Public Involvement, introduced the breakout session exercise. The Council and Mayor were broken into pairs, including the City Manager, and asked to interview their partner and respond to the following questions.

1. Who is someone that has inspired you and why?
2. What is part of your personal history that brought you to where you are now, including a heartbreak or challenging time?
3. What do you hope for the future of Vancouver and why?

The pairs were given 40 minutes to interview each other and then were asked to report back to the full group what they learned about their partner. Key themes from the report back are summarized below.

- Passionate, artistic and civic-minded, and sharing that passion with your community through engagement and action
- Selflessness and generosity in giving one's time to benefit others
- Confidence, courage, and the ability to take risks
- Resiliency, resourcefulness, and endurance through hardship while upholding values
- Enriching community to support connectedness
- Embracing challenges with the goal of addressing critical issues, such as equity and social justice, and currently the challenges related to the pandemic
- Purpose-driven common identity within the community
- Embracing the history of hardship that has led to prosperity
- Striving for equitable distribution of success for all in the community through effective affordability and upward mobility
- Inclusivity at all levels to support equitable distribution of opportunity
- Gratitude and respect for everyone
- Ambition for growing as a successful and prosperous community

Using the JamBoard, Adrienne reviewed the values heard during the individual interviews with the Councilmembers and Mayor and linked them to what was reported back following the interviews.

Values from interviews



Adrienne highlighted the values of:

- Perseverance
- Courage
- Consistency
- Diversity
- Learning
- Partnership
- Connection to history

Jeanne asked the group if they felt there was anything missing from what they discussed during this meeting and what was reported back from their interviews that would help inform and guide their values. Suggestions included:

- Pride in the unique nature of Vancouver, specifically that it is distinct from Portland and Seattle, and how that individuality can be maintained and used as a strength.
- Integrity in the history of the region and ensuring decisions are guided by the community.

The group was asked to identify their primary values that they would like to guide City Council values. Jeanne asked the group to explain why they chose each value reminding them that the values they identify will help shape their decisions regarding initiatives on Day 2 of the retreat. The discussion is summarized below.

- Partnership is something that helps achieve outcomes and fulfill values, including inclusivity. Partnership helps guide our decisions by determining who needs to be involved in the process. Partnership is operational.
- Inclusivity is a good decision-making tool to determine who is being left out of the discussion and guiding how to have compassion and treat people equitably.
 - Inclusivity needs to be a long-term commitment. It is both a decision-making and operational value.
- Quality of life is more environmental and focused on the programs and services. It is not an overarching value.
 - Safety can be included under the “quality of life” outcome.
 - “Quality of life” should be considered an outcome of the overarching value of “resilience.”
- When it comes to the value of “courage,” there is an inherent tension with equity. The goal is to include all voices to guide solutions, but there are times decisions are made that do not have unanimous support from the community. Because there are such great needs, it’s the job of the City Council to prioritize and make decisions with courage, despite potential opposition.
- Integrity should be assumed and included in all values, and therefore does not need to be called out explicitly as a value.
- Courage needs to require innovation and making decisions that previous Councils have neglected to make. It’s about being decisive and visionary. Being trailblazers for future Councils and generations.
- Resourcefulness should be considered as an operational value.
- Consistency was suggested as a value with the intention of helping make decisions that ensure the same quality of life for all regions in Vancouver. However, the term consistency can seem to support the status quo and contrary to the other values without context. Fairness and balance may be a better representation of the intention.

Following the conversation, the group was given the opportunity to review the live draft illustration capturing their values discussion.



*View all iterations of the live illustration [here](#).

Based on the conversation, the Council identified the following core values as a working draft:

Decision-making values:

- Inclusiveness
- Courage
- Resilience

Outcome: Quality of Life

Operational values:

- Integrity (overarching)
- Decisiveness
- Resourcefulness
- Seeking of partnerships

4:30-5:00 p.m. Next Steps

Mayor McEnerny-Ogle thanked the group and expressed the shared desire to continue moving forward with this conversation, keeping the needs of the community at heart. Several Councilmembers shared their appreciation of the process and inspiration they felt for Day 2 of the retreat.

The meeting was adjourned.

Day 2, January 16, 2021

Mayor Anne McEnerny-Ogle convened the second day of a two-day retreat at 9:00 a.m. on Saturday, January 16th.

Purpose: Revise shared values and identify near term initiatives for the Council's biennium workplan and longer-term priorities for strategic planning.

Council present: Mayor McEnerny-Ogle,
Councilmember Bart Hansen
Councilmember Ty Stober
Councilmember Linda Glover
Councilmember Laurie Lebowsky
Councilmember Erik Paulsen
Councilmember Sarah Fox

Staff & presenters present: Eric Holmes, City Manager
Brian Carlson, Deputy City Manager
Cara Rene, Communications Director
Aaron Lande, Program and Policy Manager
Tanya, Gray, Performance Analyst
Jonathan Young, City Attorney

Consultants: Jeanne Lawson, JLA Public Involvement
Adrienne DeDona, JLA Public Involvement
Hannah Mills, JLA Public Involvement

9:00-9:05 a.m. Welcome and Purpose

Mayor McEnerny-Ogle welcomed the group and explained the purpose of the meeting. The facilitators reviewed the meeting protocols and best practices before beginning the meeting discussion.

9:05-9:45 a.m. Vision and Values Review

Adrienne reviewed the distilled and refined values that were identified from the last meeting. The group was asked to review the values and provide feedback. Each member was provided a red, yellow and green card prior to the meeting that they could hold up to indicate their level of support. Below is a summary of the conversation.

- There was a suggestion to change “inclusiveness” to “inclusivity”
- There was the suggestion to change the wording of one of the sub-bullets under the “inclusivity” value to say “compassion for and supports the needs of all” instead of “compassion for and supports the needs of all, with particular attention to the most vulnerable”. In response, it was pointed out that members of the mainstream are not typically left out of decisions and therefore it's important to explicitly include

members of communities that are more vulnerable. Another comment suggested that being explicit in directing inclusivity at the most vulnerable exemplifies the value of courage.

- A Councilmember asked that “stewardship” be included in the resilience value.

Following the conversation, the following working draft core values were identified by the Council.

- **Inclusivity** – Include all in a healthy, thriving, equitable community that:
 - Honors the diversity of its people and neighborhoods
 - Has compassion for and supports the needs of all with particular attention to the most vulnerable
 - Fosters civic involvement
 - Provides consistency of benefits across all areas, uniting us as one Vancouver
- **Courage** – Build on the City’s heritage of pioneering and courageous decision-making by boldly working towards a shared vision for Vancouver
 - Lead and inspire the community to make the most of opportunities to provide a legacy for future generations
 - Be steadfast and unwavering in our convictions to do the best for the community
 - Honor the historic legacy of Vancouver as we grow
 - Be innovative and remain open to change
- **Resilience** – Achieve a resilient and sustainable environment by:
 - Providing safe and secure neighborhoods
 - Maintaining and creating open spaces and opportunities to recreate
 - Preserving a verdant and thriving natural environment
 - Taking proactive measures to address climate change
 - Striving to provide a thriving economy
 - Stewardship – being resourceful and balanced, making the best use of limited financial resources

Jeanne reviewed the existing vision and asked the group to briefly identify any specific element of the vision statement that they feel the City Council needs to work harder at. Comments from the group included:

- The vision is still very aspirational so all the goals included need more attention; however, the City is about to begin the next Strategic Plan process so it’s important to recognize that this is the *current* vision.

Jeanne introduced the live illustrations from the Day 1 values discussion and asked the group for feedback. The following summarizes the discussion:

- It would be better to use an image other than rain and an umbrella, instead using something that builds towards quality of life, rather than making it something sheltered underneath. Additionally, having integrity be something we are founded upon, not sheltered beneath. Consider using a tree or a rainbow. A tree with integrity as the foundation and all the things we need to nurture quality of life. It's not something we plant for ourselves, it's something we plant for the future.

At this point, the retreat was interrupted by individuals with the intention of disrupting the conversation using overtly racist and offensive language and profanity. The group took an unscheduled break to collect themselves while the facilitation team resolved the issue. The facilitation team removed the individuals from the meeting and the City Attorney confirmed that this was legal and appropriate based on their intent to disrupt and their violation of the protocols of the meeting. A Councilmember suggested that the when the Council reconvened that the Mayor make a statement to participants and observers denouncing the comments made by the individuals that interrupted the meeting. There was agreement from all participants.

Mayor McEnery-Ogle reconvened the meeting. Facilitators guided the conversation back to the agenda. Comments are summarized below.

- The interruption is indicative of real issues that have been ailing our community. It points out the importance of this process and having a shared vision. When considering inclusivity, we need to recognize that we haven't always been inclusive and there is an urgent need to address that.

The live illustration was edited following the retreat to better embody the Council's suggestions.



9:45 a.m.-2:45 p.m. Near-term Initiatives

Adrienne shared her screen with the list of initiatives they would be discussing and arranging based on the City Council's level of involvement. The group was given time to individually review the proposed workplan initiatives provided to them prior to the retreat and submit their priority initiatives to the facilitation team. A detailed breakdown of how individual members responded can be found in the appendix.

Following individual prioritization of the proposed workplan initiatives, the Council was asked to discuss each initiative that received support from multiple Councilmembers, and then based on consensus agreement, identify which tier the initiative should be assigned to. The initiatives were organized into the following tiers:

- Tier 1: Priority initiatives that the Council wishes to guide from a policy perspective with a higher commitment of Council time;
- Tier 2: Priority initiatives that the Council wishes to be briefed on and have an opportunity to oversee from a policy perspective; and
- Tier 3: Initiatives the Council wants information on as the opportunity arises or as time permits.

Based on the discussion, the following preliminary tiered list of Council supported initiatives for the 21-22 biennial work plan was established.

Tier 1

- **Task Force on Policing**

The following summarizes the discussion of the Council and Mayor:

- Community surveys have revealed that safety is a top priority. The purpose of this initiative is to provide a safe and secure city.
- This initiative speaks directly to the elements of the value of inclusivity, including: honoring diversity, fostering civic involvement by engaging citizen involvement in the decision-making process, and seeking consistency in policing across the City.
- The two components (Use of Force and Body Worn Cameras) are equally important.
- This section needs to be updated with the subcategory about partnerships with regional task forces.
- There is a rightful focus on how the police force interacts with the community, but that is dictated by policies made by the Council.
- Initiating the body worn camera program will require the Council's value of courage.
- This seems like the title only covers one approach to ensuring safety. Consider broadening the title of this initiative.

- The focus of the task force is the use of force and the implementation of the body worn camera program. In order to change the direction of this initiative, it will require a complete reexamination of the task force and its initiative.
- Eric Holmes expressed that in order to address issues related to the initiative, he would like to work with the Chief of Police and come back to Council with a guided scoping conversation about the full range of policy issues that the Council wishes to explore that will help chart out a work program.

- **Diversity, Equity and Inclusion (DEI) work**

Eric Holmes explained that this initiative assumes the 12 touches with the Council over the biennium and includes an equity atlas as one of the outcomes. The assumption is that there would be consistent regular Council engagement developing a policy statement on equity and inclusion. The equity atlas will serve as a tool that will help inform future equity work.

The following summarizes the discussion of the Council and Mayor:

- This is only further reinforced as a need following the individuals and events that interrupted the retreat.
- This is closely tied to the Human Rights Review.
- This initiative should serve as a guide for all Council decisions. The Council will develop a policy statement that reinforces this, as well as assists in the development of regular engagement, training, and capacity building to achieve DEI outcomes.
- DEI work can often seem less urgent in comparison to issues like Police Use of Force. The Council needs to be proactive in addressing DEI issues in order to follow through with the commitment. This is a long-term core objective that needs to be prioritized.
- This initiative meets all three of the Council's values.
 - Inclusivity – our community will be strongest when all members of the community are embraced and engaged, and feel safe and welcomed. Additionally, a Councilmember noted that diversity, equity, and inclusion are inherently linked. Vancouver is already a diverse community, but equity and inclusion are missing from the equation. The value of inclusivity is vital in building the strong and vibrant community we articulate in our vision statement.
 - Resilience – we are more resilient when we fully embrace all of the members of our community and come together as one community.
 - Courage – it requires courage to follow through with DEI work and disregard the voices, like those that interrupted the retreat, and to understand the legacy we have inherited and unequivocally state that that legacy is unacceptable as we move forward as a society doing the work that is necessary to make change now and for future generations.

- The City is planning to hire people that will manage much of the DEI work, and therefore should be able to address many of the initiatives that are related to DEI. Considering that the Council has determined that DEI needs to inform all decisions, this can help attend to the interconnectedness of the work that needs to be done.

- **Transportation in general**

The following summarizes the discussion of the Council and Mayor:

- It's concerning that the Climate Action Plan is integrated in land use, but not in transportation. Transportation has been the highest contributor to greenhouse gas emissions.
- Investment in this initiative will be required in order to achieve other goals.
- This initiative also addresses climate change.
- This initiative addresses the Council values in the following ways:
 - Inclusivity – Vancouver is built around car travel which puts a higher burden on families.
 - Resilience – choke points in the region put a strain on movement of goods which impacts the local economy, and impacts climate.
- Vancouver has a poor record in regards to transportation safety.
- It's important that the Council and City remain open to change in the transportation system. Therefore, it also requires the value of courage.
- Supporting the transportation initiative creates opportunities that support a thriving economy for Vancouver's workforce.
- Eric Holmes asked the group if they would like to tackle the funding strategy before the Transportation System Plan (TSP) is completed and whether the funding component should be independent or included as a part of the Stronger Vancouver initiative.
 - The Council agreed to wait until after the legislative session and after the TSP is completed.
 - The legislature is currently working on this issue and it would help inform the Council's decision to know the direction they are going following their public outreach efforts.
 - We need to be aware that the funding amount is going to be significant; and therefore, should have a placeholder for funding transportation.

- **Climate Action Plan**

- Climate is called out as a part of the Land Use/Land Use Policy initiative, but not under any other initiative. It seems this should either be included in all relevant initiatives, or be a standalone initiative. This is especially important considering that the majority of greenhouse gases in the region are emitted by transportation.

- Eric Holmes clarified that work on this initiative will influence the Comprehensive Plan climate work.
- This is a high priority for Council involvement because it affects multiple other important issues, including decisions around transportation, fleet, water service, and sewer. The decisions the Council makes now around climate will have cascading effects into the future.
- Decisions that are made now around climate goals may need to be revisited/reversed depending on their efficacy, which speaks to the urgency around making the right decisions now.
- This initiative addresses the Council's values.
 - Inclusivity – issues related to disproportionate climate impact on vulnerable communities in the City.
 - Resilience – this is a critical component of ensuring a successful and viable community going forward.
 - Courage – there are disparate opinions on the importance of addressing climate issues within the community, and it will require steadfast commitment to the goal of addressing climate change as well as courage if the Council expects to meet the goals. It's important that given the financial costs of making climate investments that the Council effectively communicates that the benefits outweigh the costs.

- **Heights District**

- It's important to have a wide and diverse housing market that doesn't box people into choosing from limited traditional housing options.
- Eric Holmes clarified that the reason the Heights District is part of multiple initiatives is that it is critical in finalizing the land use policy that will govern the Heights development. The second is looking for direction from Council on implementation once the policy is adopted.
- This is supported as a legacy marquee project because of its progressive nature, as well as its acknowledgement of history.
 - Integral to a thriving economy.
 - Equity, sustainability, and parks are built in.
 - Provides new open spaces.
- Investment in the Heights, and how development is implemented, has the potential to set an example for future efforts. In addition, it provides the opportunity for the City to establish trust with the broader community that may be able to be carried forward to other projects in the future.

- **COVID Response and Recovery**

- Small businesses will be reliant upon economic recovery.
- This seems like it might not be an initiative, but rather something we must deal with given the current situation. It will be an ongoing process of recovery, responding to opportunities and new requirements.
- Ideally, this will be something that primarily falls on the shoulders of the state and federal government.
- It's important to recognize the local decisions that are needed, and those decisions have the potential to demonstrate our values to the community.
- While much of the efforts surrounding the impacts and solutions to COVID-19 (vaccinations, testing, stimulus, etc.) fall on the state and federal government, the City has a critical role in recovery. COVID-19 has already put a large strain on the City, both financially and otherwise. The community has expectations for us that we are unable to meet.
 - A Councilmember noted that part of the reason community members believe the response to COVID-19 is a local government responsibility is because we haven't received adequate leadership from the federal government. The Councilmember expressed the hope that the change in leadership at the federal level will result in them playing a stronger role.
- As a City, we need to be considering how we can assist the businesses and individuals impacted by COVID-19, for instance, putting money towards grant programs and being explicit in where there were gaps in the response from the federal government. The City will need to make funding decisions, many of which should be influenced by the impacts of COVID-19, i.e. funding a park vs. funding an impacted business district.
- A Councilmember expressed that the City Manager should no longer be issuing emergency declarations to address issues around COVID-19, but that the Council should be responsible for making those decisions going forward. The City Manager agreed.
- It's difficult to determine how much of Council's time should be spent on this initiative without knowing all the issues that need to be considered.

Tier 2

- **Boards and Commissions**

- This initiative should be a high priority for the newly hired DEI coordinator to determine how to approach this work.
- A Councilmember explained that this should be viewed through the equity lens and can be grouped with the Task Force on Council Representation, and Diversity, Equity and Inclusion initiatives. The Councilmember noted that it addresses the concerns heard from the community

around representation and that the issues raised could be addressed through term limits, broadening the requirements for those seeking positions on Boards and Commissions, and giving the Boards and Commissions more power to make decisions.

- Other Councilmembers agreed that this will be integral to the Diversity, Equity, and Inclusion initiative.
- This initiative has the ability to empower the community and addresses all three of the Council's values. Specifically, this initiative hits on the value of courage because it takes decisiveness to put trust in a broader community to work on issues and help solve problems.
- The policy needs to be considered because it has the potential to change a lot of how we recruit people to participate. This initiative can change how policies are set and carried out.
- This has the potential to be transformative by expanding the leadership in the community.
- This will be an important step in showing the progress we've made on other initiatives, and where there is still work to be done.
- There is an urgency to address this as it is inherently tied to the Diversity, Equity, and Inclusion initiative in Tier 1.

- **Homelessness**

Eric Holmes framed the conversation by explaining that the City and County established a Joint Executive Board on Homelessness, and that as a result the City is shifting back to a fairly limited scope in favor of supporting the County in more of a leadership role. Homelessness has been a prominent issue in the community, and is on the list to help the Council determine the level in which they would like to be engaged from a policy perspective. The Council will be engaged operationally regardless.

- This addresses the Council's values.
 - Inclusivity – they live in our community as residents and it's important that we do the best we can to keep them safe and help them meet their needs.
 - Resilience – our community will be stronger if we are proactive in supporting these members of the community, rather than just providing responsive support. Providing front end support would be providing safety networks, mental health and addiction services, and housing. The backend support would be things like emergency and response services.
 - Courage – will require a lot of sacrifice from the community in order to confront the issue.
- In the short term this will require a lot of updates to Council.
- The Council has approved a new sales tax around homeless support, but the County has not approved that. This means that while we want to be supportive of the County, there are some actions that will take place outside of that partnership.

- Homelessness is a systemic issue and is inherently linked to affordable housing. The Affordable Housing Fund expires in 2023 making this a high priority for this Council to determine the direction we take to address homelessness and affordable housing. We need to consider whether the direction will include another proposition for the voters and what that proposition will include. There is an urgency to come to a resolution this year.
- Important to consider that when issues are linked that decisions can have cascading impacts if we don't think about the broader picture.
- We know the best way to help homeless citizens is through mental health and drug addiction services, but those are not services that we can provide ourselves. That means we need to play a supportive role to the County that provides those services. We do have more control over ensuring the places they frequent are as safe and healthy as we can make them.
- Discussions need to include the issue of chronic homelessness and potential solutions for those that need immediate shelter.

Tier 3

- **I-5 Bridge Replacement**

Eric Holmes noted that based on the project workplan, the process seems fairly aggressive and includes a number of early decisions that may require a significant amount of the Council's time over the next year to a year and a half.

- A Councilmember expressed support for the I-5 bridge replacement and explained that committees are being formed for community representation and addressing issues of equity. The Council should ask to see the results of those efforts.
- Council needs to be aware of major issues, kept informed of the process, and have an understanding of the implications of how this could impact Vancouver's downtown.
- A Councilmember suggested that the Council develop a policy document that could guide the Mayor's and City Manager's input at future key points in the process. Another Councilmember noted that there is an existing resolution that could guide future input. However, if any decisions cannot be addressed through the resolution, those issues be forwarded to the Council.
- The Council needs to be engaged in the process, but in the most efficient way possible. Essentially developing a proactive plan for addressing issues.
- The Council needs to continue to receive the monthly briefing on this process.

Initiatives Needing Further Information

The Council identified two initiatives that needed further information before identifying how it fit into the 21-22 biennial workplan. The subsequent discussions are summarized below.

- **I-5/I-205 Congestion Mitigation/Value Pricing**

- Congestion mitigation is something that the Council should be watching. This could have a huge impact on Vancouver commuters. Conversations need to be centered on what Vancouver commuters will get in return. In the past the answer has been “time,” but too often that just means time for the wealthy. Need to make sure that the burden of congestion mitigation is not pushed onto low income residents.
- There are Vancouver community members involved in the Portland congestion pricing effort, but there are no members of the Vancouver City Council that are involved or sit on the board. It would be helpful to have representation in the effort. It is going to be necessary to establish a position to forward to the Federal Highway Administration.
- A Councilmember suggested that City staff inform Council of the next opportunity to provide input and develop a workplan that will allow Council ample time to draft their input.

- **Stronger Vancouver**

- It's important to recognize the need for funding.
- Investment in this will be required to achieve other goals.
- A component is needed that speaks to the need for parks construction and maintenance funding.
- Eric Holmes noted that there isn't a clear scope of this initiative, and that depending on how it is scoped it may include funding for transportation, parks, etc.
- This needs to be revisited through one-on-one conversations with Councilmembers to determine the placement of how Council will be involved.
- Consider a small group discussion to determine options, but needs to be revisited by the Council in order to determine urgency.
 - The group agreed to schedule a Council workshop to address this issue before moving forward.
- A Councilmember noted past outreach results may not be relevant now due to changes in perspective following the pandemic and expressed concern about implementation of some elements without reconsidering their value and impacts.

Other Initiative Discussion

The Council also discussed a number of other initiatives that did not get assigned to one of the three tiers. The discussion around these initiatives is summarized below.

- **Comprehensive Plan**

- The Housing Regulatory Policy needs to address the need for wide and diverse housing options and increasing the supply of those options.

- **Income-based Housing / Services**

- Consider the need for diverse housing options under the Affordable Housing Fund.

- **Sustainable Funding Strategy**

- This is both standalone work underway and related/required to achieve other initiatives including the Climate Policy of the Comprehensive Plan and the Transportation initiative.

- It's important to consider grouping the initiatives based on value and the body of work. We have expert staff that can handle a broad range of the issues that address multiple initiatives that relate to a singular value. For instance, with COVID response, it's not just a series of line items to address, it's complex and involves many different people.

- **Multi-family Tax Exemption Program Refresh**

- **Task Force on Council Representation**

- The initiatives list is missing a comprehensive communication strategy for neighborhoods around transportation and land use projects. The 2020 survey indicated that communication with the neighborhoods was one of the weakest points.

- Eric Holmes explained that the goal is to have those built into the operation of the different initiatives, including the Complete Streets Implementation.

- A Councilmember expressed the desire for that communication strategy to be explicit.
 - Another Councilmember suggested that a communication strategy is going to be a critical component of all of the top initiatives, therefore it's more operational. This received positive response from the Councilmember that suggested a more explicit communication strategy, implying that the communication strategy should come from the Communication department, not be singular depending on the initiative.

2:45-3:25 p.m. Long-term Priorities

Jeanne explained that the time for the conversation around long-term priorities would be reduced due to the interruption of the meeting. She explained to the Council that rather than developing a finite set of priorities, they would be broken into pairs to brainstorm long-term priorities to be considered within the next six to ten years and serve as the foundation of the next Strategic Plan. The pairs were given 15 minutes to discuss before reporting back. Below is a summary of the responses.

- Operations Center Master Redevelopment Plan is a high long-term priority. It needs to be completed in the near-term and implemented within the six- to ten-year time period.
- It's important to be clear in the Transportation Plan about next order objectives, including 112th Corridor, which is a high priority in terms of safety and also meets the Council's values.

- We need to develop a comprehensive housing strategy that provides framework for affordable to market-rate housing.
- Legacy items from the Strong Vancouver initiative need to be considered, including: arts, parks, quality of life, and different types of amenities. It would be helpful to start those conversations now to determine the kinds of decisions we should be making that will assist in accomplishing those long-term goals.
 - A Councilmember added the idea that arts filters through many economic drivers, education, and parks.
- Aging in Place is a long-term priority. There has been work done surrounding this issue, but would like more to be done to support people staying in their housing as they age and building a community that supports seniors. It's important to have a community that has multigenerational support systems.
- Vancouver Housing Authority will be critical in addressing issues related to affordable housing. It's important to consider income-based housing from a broader perspective that includes the types and locations of housing opportunities.
- Develop a new annexation blueprint.
- Expanding broadband in the community.
- Transforming the economy in a way that has true economic prosperity, including a recalibrated jobs-to-housing ratio, as well as strong childcare and early education services for the community.
- Transforming transit to allow residents to live in Vancouver without owning a car, by choice or necessity.
- Pursue a city that embodies the goal of 20-minute neighborhoods.
- Connectivity through and across manmade barriers, including: I-5, I-205, SR-500, SR-14, the railroad, as well as cul-de-sacs.
- Addressing different geographic boundaries (annexation) that will also necessitate multiple community living rooms. This will require new geographic language when talking about locations and neighborhoods in the City.
- A potential outcome of work done over the next six to ten years is that Fourth Plain Blvd becomes an economically diverse destination.
- Meeting and exceeding the expectations set forth in the Standard of Cover. This directly ties to how first responders are able to perform their job, especially given the issues that were intensified during the current COVID-19 pandemic.
- Commitment to all community investments. A valuable project that hasn't been mentioned is the Waterfront Gateway project, which is critical for connecting the waterfront to downtown. Another is the convention center expansion.

3:25-3:30 p.m. Moving Forward and Close

Jeanne introduced Aaron Lande, City of Vancouver, to briefly review the Strategic Plan framework. Below is a summary of Aaron's comments.

- The discussions and results of this retreat will inform the development of the next Strategic Plan, specifically the long-term priorities and the core values.
- The next staff check-in with City Council will be focused on whether the priorities identified and the strategic planning process are moving in the right direction.
- Feedback on the last Strategic Plan indicated that it lacked measurable outcomes, which likely presents a challenge for the City and Council going forward when identifying measurable outcomes in this effort.
- In terms of the long-term priorities, it would be helpful to identify connections between priorities, like climate action and equity work.

Adrienne reviewed the results of the conversations throughout the retreat to confirm with the Council. She explained that the Council would likely spend more time fine-tuning the results, but that this discussion will serve as a foundation in their decision-making process moving forward.

Adrienne asked the group to express what they have the most hope for moving forward from the retreat. Responses included:

- This has provided clarity around the Council's values and created a framework for prioritizing our vision. This has helped build a foundation for working together going forward and making progress towards those aspirational goals in the vision statement.
- This has been helpful in providing the opportunity to have conversations and build trust, both of which have been impacted by the effects of the COVID-19 pandemic. This also seems to have provided a better sense of what's important to each person. People were very respectful of and intentional in including all Council voices. This process had us do the hard work in discussing what we believe to be important, rather than just regurgitating the same values and pushing those forward.
- There was a great discussion about values that developed a good idea of the motivations of each Councilmember. The discussions around equity and inclusion provided a sense of confidence in our ability to achieve meaningful transformative change.
- This has been an illuminating experience that helped us better understand each other and it will help guide future Council work.
- The commitment to the task at hand and getting to know each other is appreciated. It is going to be critical to future conversations that we use this experience to understand our commonalities and continue to make real progress.
- This helped us refine our process and set the roadmap for actual progress.

The meeting was adjourned.

March 15, 2021 – Retreat Follow-Up: Council Values and 2021-22 Priorities

Vancouver City Council Workshop

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

Mayor McEnerny-Ogle convened the Council workshop at 4:00 p.m. on March 15, 2021.

Council present:

- Mayor McEnerny-Ogle,
- Councilmember Bart Hansen
- Councilmember Ty Stober
- Councilmember Linda Glover
- Councilmember Laurie Lebowsky
- Councilmember Erik Paulsen
- Councilmember Sarah Fox

Staff present:

- Eric Holmes, City Manager
- Brian Carlson, Deputy City Manager
- Teresa Brum, Economic Development Division Manager
- Amanda Delapena, Assistant to the City Council
- Chad Eiken, Community and Economic Development Director
- Aaron Lande, Program and Policy Manager
- Cara Rene, Communications Director
- Peggy Sheehan, Community Development Programs Manager
- Alicia Sojourner, Director of Diversity, Equity and Inclusion
- Jonathan Young, City Attorney

Consultants:

- Jeanne Lawson, JLA Public Involvement
- Adrienne DeDona, JLA Public Involvement

Welcome, Agenda Overview and Purpose

Purpose: *Review and confirm core values for the City Council. Review, refine and affirm priority initiatives identified by the City Council for 2021-22 biennium during the recent retreat.*

Eric Holmes provided an introduction to the workshop, noting the Council had requested additional time for further discussion regarding finalization of its priorities for the year.

Jeanne summarized the agenda for the session, explaining adjustments had been made to the original version provided to the Council to allow for as much time as possible for the discussion around how the Council will move forward with implementation of its priorities.

Revisit and Confirm Council Values

Adrienne reminded the Council that the agreed-upon values of the body are intended to serve as a compass to guide the Council in the right direction and the lens or filter through which all actions should be viewed. She explained the Council had determined two sets of values (see page 1): Decision-Making Values, which would be considered when the Council prioritizes and makes decisions regarding City initiatives; and Operational Values, which would guide the members of Council in how they work together and conduct themselves in carrying out Council activity.

Adrienne walked the Council through the previously identified values and asked if the group would like to see any changes. Below is a summary of the discussion.

- A question was raised about whether the Operational Values were intended to apply to the Council or to the City organization as a whole, and it was agreed that they are meant to apply to how the Council conducts itself, while the ongoing strategic planning efforts would guide the City organization.
- The current Decision-Making Values are broad and seemingly all-inclusive, which may make it difficult for the Council to use them as a mechanism for prioritizing projects and programs; however, initiatives like the Climate Action Plan and Strategic Equity Plan that are currently or soon to be underway will help the Council refine and inform these values over the course of the year.
- The Council has a difficult time as a body saying no to new projects and initiatives, and the Council needs to be better at having the conversation about prioritizing and whether something should move forward, given the City's finite resources.
- The goal of the Council should be to provide enough direction to staff through these tools to be confident staff is working on programs and projects that meet the Council's values and priorities, rather than spending time on something the Council may ultimately say no to. To that end, the list of specific prioritized initiatives may be the most useful tool.

Based on consensus, the Council agreed to make no changes to the list of Decision-Making Values at this time.

Review, Refine and Confirm Priority Initiatives for the 2021-2022 Biennium

Adrienne summarized the three tiers of priorities identified by the Council during its retreat. Jeanne asked the Council to determine first if the definitions for the tiers are correct. Below is a summary of the discussion.

- The tiers are currently labeled in a way that gives a false impression that the included programs and projects have been categorized by importance rather than in order of magnitude in terms of the amount of time the Council will spend on each initiative.

By consensus, Council agreed the tiers should be re-labeled to: High Touch, Medium Touch, and Low Touch

Jeanne next asked the Councilmembers whether they would like to make any changes to the specific initiatives and programs listed within the priorities. The Council's discussion is summarized below.

- The City Manager's input on the ordering of the items would be helpful now that the Council is prioritizing the initiatives based on the amount of time to be spent on each.
- Items placed in the High Touch tier can be considered as the things Council has prioritized to get done and ensure decisions are being made to move them along. As such, the City Manager can use this tool to give these items priority place on the agenda schedule and bring them before Council quickly whenever Council action or feedback is required. Such initiatives would come before the Council at least on a monthly basis.
- The Medium Touch tier is still a pro-active level of work with these items coming before Council on a roughly quarterly basis in order to keep them moving forward but with less urgency than items in the High Touch tier.
- Council discussed and confirmed Policing should remain in the High Touch tier, but the Vancouver Police Camera Program would be prioritized above the broader, comprehensive body of work related to policing and implemented at a priority pace, per discussions the Council has had during recent meetings.
- Issues and actions pertaining to housing and/or homelessness come before the Council at nearly every meeting, and will only increase in importance as time progresses. This category should be moved to the High Touch tier.
- The Heights District addresses many of the things that are important to the Council and the issues and actions pertaining to the Heights District need to keep moving forward, but much of the remaining work for Council will come at certain benchmarks throughout the planning process. This category should be moved to the Medium Touch Tier.
- Council needs to address the appointment process for Council vacancies before a potential need arises, given the upcoming election cycle, and all of the recommendations from the Task Force on Council Representation still need to be prioritized and addressed by the Council.

By consensus, Council agreed to the following:

- High Touch items will be given agenda scheduling priority as need arises.
- Policing initiatives will remain in the High Touch tier, with the Police Camera Program prioritized on an accelerated timeline.
- Housing and Homelessness initiatives will be moved to the High Touch tier.
- The Heights District initiatives will be moved to the Medium Touch tier.
- The policy pertaining to the Council vacancy appointment process will be addressed in the context of a Council discussion about prioritization of all of the recommendations from the Task Force on Council Representation in the not-too-distant future.

- No changes to the Low Touch tier.

Moving Forward

Jeanne transitioned the discussion to focus on how the Council can use these tools moving forward. She explained the Council could develop a series of weighted criteria that could be applied to prospective projects and programs or the Council could use its Decision-Making Values as a framework when bringing an issue forward for consideration and deciding how much of the Council's time will be needed or dedicated to that issue. A summary of the discussion is below.

- The Council does not currently have a mechanism for making these determinations, and one is needed, but the ongoing initiatives pertaining to Climate Action and Diversity, Equity and Inclusion will help better inform those discussions as they develop.
- The Council's prescribing one matter as more important or valuable than another is not an advisable path and may be difficult for the public to interpret. The weighting of an item will surface through the Council's deliberative process and discussions and will come about more naturally and efficiently than the Councilmembers trying to assign numerical values.
- Councilmembers should be able to raise and discuss issues and ideas during their regular Communications time on the agenda without vetting an item in advance with staff. Such discussions are not necessarily going to be the decision points for any given item, recognizing fellow Councilmembers may need more time to consider and research the item or more information may be required from staff, but there should not be restrictions placed on what Councilmembers can share during this time.

By consensus, Council agreed to use the following criteria for considering future initiatives:

- How does this meet the values we all think are important?
- How much time should the Council spend on it (vs. delegating work to staff or an advisory group)?
- Is it more important than something else on the list / what should shift in the tiers in order to make time?
- How much staff time and/or City resources will be required?

Close

Jeanne encouraged the Council to continue the conversation about how they work as a group to both make sure they can raise issues and be courageous, and follow the values the Council has identified. She reminded the Councilmembers their ability to talk through and come to consensus on issues means, as individuals, they have the ability to support what is best for the Council as a whole.

Mayor McEnerny-Ogle adjourned the workshop at 6:03 p.m.

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

\$ 8,750,151.17 this 22nd day of March 2021.

MAYOR



AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
March 9, 2021 - March 15, 2021	Accounts Payable Checks (see attached)	\$ 5,754,023.72
March 9, 2021 - March 15, 2021	Hansen City Payments (see attached)	\$ 3,567.42
March 9, 2021 - March 15, 2021	Visa Refunds (see attached)	\$ 1,389.39
March 9, 2021 - March 15, 2021	Payroll Checks (see attached)	\$ 2,991,170.64
TOTAL		\$ 8,750,151.17

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Manual Wire	No Reference	3/5/2021	34,091.03	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	3/5/2021	420,665.95	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	3/5/2021	10,024.34	VSP Vision Care Inc	
Supplier Payment	Manual Wire	No Reference	3/5/2021	180,200.00	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	3/9/2021	1,132.70	VSP Vision Care Inc	
Supplier Payment	Manual Wire	No Reference	3/10/2021	29,772.60	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	3/10/2021	75.00	HRA VEBA Plan	
Supplier Payment	Manual Wire	No Reference	3/10/2021	7,249.47	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	3/10/2021	186,813.75	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	3/10/2021	26,473.12	ING	
Supplier Payment	Manual Wire	No Reference	3/10/2021	560.50	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	3/10/2021	58,892.29	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	3/10/2021	1,073.92	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	3/10/2021	24,263.30	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	3/10/2021	5,733.09	Washington SDU	
Supplier Payment	Manual Wire	No Reference	3/10/2021	19,800.00	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	3/10/2021	18,451.12	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	3/11/2021	859,928.09	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	3/11/2021	103.38	State of Arizona	
Supplier Payment	Manual Wire	No Reference	3/11/2021	25.12	State of California	
Supplier Payment	Manual Wire	No Reference	3/11/2021	1,137.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	3/12/2021	24,397.59	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	3/15/2021	192,554.36	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	3/15/2021	23,283.10	Washington Dental Service	
Supplier Payment	EFT	EFT-00093632	3/10/2021	917.40	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00093633	3/10/2021	68.12	Legal Shield	
Supplier Payment	EFT	EFT-00093634	3/10/2021	12,181.84	Allegiance Benefit Plan Management Inc	
Expense Payment	Direct Deposit	EFT-00093673	3/11/2021	142.00	Wayne Folkers	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00093674	3/11/2021	183.76	Jonas Van Skike	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00093675	3/11/2021	37.76	Cevin Hogan	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00093676	3/11/2021	116.00	Charles Fell	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00093677	3/11/2021	225.00	John Cain	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00093678	3/11/2021	225.00	Bryan Carter	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00093679	3/11/2021	189.99	Spencer Anderson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00093680	3/11/2021	100.00	Daniel Eccleston	Employee Reimbursement
Supplier Payment	EFT	EFT-00093681	3/11/2021	1,244.35	Lifeline Connections	
Supplier Payment	EFT	EFT-00093682	3/11/2021	440,781.19	Tapani Inc	
Supplier Payment	EFT	EFT-00093683	3/11/2021	4,661.20	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00093684	3/11/2021	3,828.37	Jeanette M. Bader	
Supplier Payment	EFT	EFT-00093685	3/11/2021	28,894.96	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	EFT	EFT-00093686	3/11/2021	1,620.58	Fire Systems West	
Supplier Payment	EFT	EFT-00093687	3/11/2021	3,931.28	Go Connect	
Supplier Payment	EFT	EFT-00093688	3/11/2021	21,951.00	GRIDSMART Technologies Inc	
Supplier Payment	EFT	EFT-00093689	3/11/2021	20,822.54	Metereaders LLC	
Supplier Payment	EFT	EFT-00093690	3/11/2021	3,009.33	Consolidated Supply Co	
Supplier Payment	EFT	EFT-00093691	3/11/2021	871,882.51	Rotschy Inc	
Supplier Payment	EFT	EFT-00093692	3/11/2021	581.82	Praxair Distribution Inc	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	20820	3/10/2021	8,276.61	Aflac	
Supplier Payment	Check	20821	3/10/2021	4,991.93	AFSCME Local #307	
Supplier Payment	Check	20822	3/10/2021	22,711.91	IAFF Local #452	
Supplier Payment	Check	20823	3/10/2021	712.50	IAM Local #1374	
Supplier Payment	Check	20824	3/10/2021	8,897.15	Life Insurance Company of North America	
Supplier Payment	Check	20825	3/10/2021	575.00	MFS Service Center Inc	
Supplier Payment	Check	20826	3/10/2021	4,074.67	OPEIU Local #11	
Supplier Payment	Check	20827	3/10/2021	542.79	Teamsters Local #58	
Supplier Payment	Check	20828	3/10/2021	297.50	UA Local #290	
Supplier Payment	Check	20829	3/10/2021	10,947.83	Vancouver Police Officer Guild	
Supplier Payment	Check	20830	3/10/2021	1,939.80	Western Conference of Teamsters	
Supplier Payment	Check	20831	3/10/2021	949.00	Western Metal Industry Pension Plan	
Ad Hoc Payment	Check	20832	3/10/2021	202.22	192nd West Lofts	Utility Refunds: 0000007850-07
Ad Hoc Payment	Check	20833	3/10/2021	19,361.32	3 Mountains Plumbing	Inv #39025870 (SCIP contractor pmt- Simon)
Ad Hoc Payment	Check	20834	3/10/2021	449.35	ADK Electric Inc	MPE-296595
Ad Hoc Payment	Check	20835	3/10/2021	59.51	Area Heating & Cooling	MPE-296409 refund
Ad Hoc Payment	Check	20836	3/10/2021	5,979.88	Assured Exteriors	Inv #001119 (SCIP contractor pmt- Anson/Hall)
Ad Hoc Payment	Check	20837	3/10/2021	52.06	Bench,Joan	Utility Refunds: 0000008244-02
Ad Hoc Payment	Check	20838	3/10/2021	179.80	Brashkis,Algimantas and Vera	Utility Refunds: 0000001367-01
Ad Hoc Payment	Check	20839	3/10/2021	55.20	Brashkis,Vera	Utility Refunds: 0000001367-01
Ad Hoc Payment	Check	20840	3/10/2021	44.20	Buchanan,Lori	Utility Refunds: 0161007640-02
Ad Hoc Payment	Check	20841	3/10/2021	59.51	Camille Sonntag	MPE-296348
Ad Hoc Payment	Check	20842	3/10/2021	239.00	C and D Jackson Properties	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	20843	3/10/2021	32.00	Catherine Unpingo	Concealed Weapon Renewal Refund
Ad Hoc Payment	Check	20844	3/10/2021	64.25	Choon Kang Amore	Utility Refunds: 0129001022-04
Ad Hoc Payment	Check	20845	3/10/2021	66.71	Cook,Stanley E	Utility Refunds: 0129001014-03
Ad Hoc Payment	Check	20846	3/10/2021	555.35	Dalyn Leighty	refund parking permit
Ad Hoc Payment	Check	20847	3/10/2021	205.02	Dione Poe and Darvejon Jones	Utility Refunds: 0021049600-01
Ad Hoc Payment	Check	20848	3/10/2021	26.63	DRH Inc	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	20849	3/10/2021	1,583.72	Ema Kelley	20201224 - Supplemental
Ad Hoc Payment	Check	20850	3/10/2021	142.18	Epley,Cathryn	Utility Refunds: 0500001824-02
Ad Hoc Payment	Check	20851	3/10/2021	101.82	Flip,Florian D	Utility Refunds: 0042023500-04
Ad Hoc Payment	Check	20852	3/10/2021	37.49	Fogg,Edward and Maria	Utility Refunds: 0500001052-01
Ad Hoc Payment	Check	20853	3/10/2021	49.25	Franklin Foster	Concealed Weapon License Refund
Ad Hoc Payment	Check	20854	3/10/2021	29.98	Graham,Heather and Stephanie	Utility Refunds: 0159023300-03
Ad Hoc Payment	Check	20855	3/10/2021	258.07	Gregory,Debra	Utility Refunds 0016051300-01
Ad Hoc Payment	Check	20856	3/10/2021	21.50	HBD, LLC	Utility Refunds: 0500004203-01
Ad Hoc Payment	Check	20857	3/10/2021	387.53	Heritage Community Association	20201015 - Supplemental
Ad Hoc Payment	Check	20858	3/10/2021	46.10	Hubbell,Mari	Utility Refunds: 0129020000-01
Ad Hoc Payment	Check	20859	3/10/2021	130.48	Instrument NW	refund pkg permit COV10264
Ad Hoc Payment	Check	20860	3/10/2021	50.48	Jerry Adcock and Elizabeth T Adcock	Utility Refunds: 0161008060-04
Ad Hoc Payment	Check	20861	3/10/2021	202.71	Kolesnik,Vitaliy	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	20862	3/10/2021	133.21	Le Claire,Joyce A	Utility Refunds: 0012074060-01
Ad Hoc Payment	Check	20863	3/10/2021	108.26	London,Beverly and Kenneth	Utility Refunds: 0147044500-04
Ad Hoc Payment	Check	20864	3/10/2021	466.27	Medina,Lafa	Utility Refunds: 0079079900-23 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20865	3/10/2021	67.00	Menashe Properties	CMI-294845 refund balance
Ad Hoc Payment	Check	20866	3/10/2021	110.91	Mirella Negrete and Abel Negrete Ramos	Utility Refunds: 0091045500-21
Ad Hoc Payment	Check	20867	3/10/2021	30.00	Mountain View Electric INC	MPE-296384
Ad Hoc Payment	Check	20868	3/10/2021	549.40	Ngoc K Armstrong	RES-293327 refund
Ad Hoc Payment	Check	20869	3/10/2021	229.55	Nickerson Trustees,Christine and Peter	Utility Refunds: 0128000614-05

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	20870	3/10/2021	1,675.00	NICOLAS ESCATEL	VOUCHER 2008137.030
Ad Hoc Payment	Check	20871	3/10/2021	70.12	Orr, Cheryl D	Utility Refunds: 0000006502-03
Ad Hoc Payment	Check	20872	3/10/2021	24.57	Paul and Carol Taylor, and Katherine and Michael Beam	Utility Refunds: 0161012540-01
Ad Hoc Payment	Check	20873	3/10/2021	51.31	PCS	Inv #17139 neg. trust dated 2/14/2021 (apply to client ID 8075- Thai Little Home)
Ad Hoc Payment	Check	20874	3/10/2021	20.00	PCS	refund overpmt alarm inv #99418118
Ad Hoc Payment	Check	20875	3/10/2021	308.00	PCS	Trust Statement Client ID: 8047 (Inv #17138)
Ad Hoc Payment	Check	20876	3/10/2021	96.46	Quality Homes NW Inc	Utility Refunds: 0500004066-01
Ad Hoc Payment	Check	20877	3/10/2021	114.05	Rick Brown	MPE-296371
Ad Hoc Payment	Check	20878	3/10/2021	59.51	Rick Brown	MPE-296338
Ad Hoc Payment	Check	20879	3/10/2021	114.05	Rick Brown	MPE-296337
Ad Hoc Payment	Check	20880	3/10/2021	59.51	Rick Brown	MPE-296372
Ad Hoc Payment	Check	20881	3/10/2021	74.00	RONICA BAGENT	VOUCHER 2008179.058
Ad Hoc Payment	Check	20882	3/10/2021	150.87	Ross, Rebekah	Utility Refunds: 0000002972-03
Ad Hoc Payment	Check	20883	3/10/2021	18.63	Ross, Rebekah and Patrick	Utility Refunds: 0000002972-03
Ad Hoc Payment	Check	20884	3/10/2021	40.65	Sambrano Morales, Ana M	Utility Refunds: 0063155160-02
Ad Hoc Payment	Check	20885	3/10/2021	73.77	Schooley, Jack and Darlene	Utility Refunds: 0087043100-11
Ad Hoc Payment	Check	20886	3/10/2021	58.40	Secure Pacific Corporation	MPE-292365
Ad Hoc Payment	Check	20887	3/10/2021	91.58	Tdood Saelee and Diana Chao	Utility Refunds: 0159028200-01
Ad Hoc Payment	Check	20888	3/10/2021	131.57	Trudy L Goodloe Revocable Trust	Utility Refunds: 0099050025-10
Ad Hoc Payment	Check	20889	3/10/2021	20.00	Tu-Anh Nguyen	refund alarm inv #99428328
Ad Hoc Payment	Check	20890	3/10/2021	20.00	Vancouver Vision Clinic	refund overpmt alarm inv #99428238
Ad Hoc Payment	Check	20891	3/10/2021	136.33	Vaughn, Rebecca K	Utility Refunds: 0004028000-17
Ad Hoc Payment	Check	20892	3/10/2021	105.00	Wells, Carmie	Utility Refunds: 0129001010-11 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20893	3/10/2021	219.00	Widlund, Lynne	Utility Refunds: 0018051000-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20894	3/10/2021	188.72	Williams, Mark and Erin	Utility Refunds: 0146002943-03
Ad Hoc Payment	Check	20895	3/10/2021	193.36	Zachary Lafave and Angela Garner	Utility Refunds: 0500001504-01
Supplier Payment	Check	20896	3/10/2021	542.00	Able Fence Company Inc	
Supplier Payment	Check	20897	3/10/2021	774.00	Accenture LLP	
Supplier Payment	Check	20898	3/10/2021	362.00	Accurate Corporate Services Inc	
Supplier Payment	Check	20899	3/10/2021	4,185.00	Action Onsite Inc	
Supplier Payment	Check	20900	3/10/2021	285,419.94	Advanced Excavating Specialists LLC	
Supplier Payment	Check	20901	3/10/2021	1,112.93	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	20902	3/10/2021	798.00	Allegheny Answering Services	
Supplier Payment	Check	20903	3/10/2021	121.80	American Sani-Can	
Supplier Payment	Check	20904	3/10/2021	179.41	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	20905	3/10/2021	528.45	Arborscape Ltd Inc	
Supplier Payment	Check	20906	3/10/2021	237.04	Austin Miller	
Supplier Payment	Check	20907	3/10/2021	20,186.54	Brightview Holdings Inc	
Supplier Payment	Check	20908	3/10/2021	3,179.75	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	20909	3/10/2021	9,136.72	Cadman Materials - Remit-To: Cadman - Chicago	
Supplier Payment	Check	20910	3/10/2021	2,013.48	Cascade Centers Inc	
Supplier Payment	Check	20911	3/10/2021	495.32	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	20912	3/10/2021	24,109.00	Century West Engineering Corp	
Supplier Payment	Check	20913	3/10/2021	7,541.93	CFM Strategic Communications Inc	
Supplier Payment	Check	20914	3/10/2021	1,410.77	Clark County - Remit-To: Clark County - Treasurer Seattle	
Supplier Payment	Check	20915	3/10/2021	50.00	Clark County - Remit-To: Reeta Fees	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	20916	3/10/2021	115,822.63	Columbia Non-Profit Housing	
Supplier Payment	Check	20917	3/10/2021	16,321.58	Columbia Resource Company	
Supplier Payment	Check	20918	3/10/2021	25,000.00	Columbia River Economic Development Council Inc	
Supplier Payment	Check	20919	3/10/2021	4,599.80	Columbia Springs	
Supplier Payment	Check	20920	3/10/2021	241.10	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	20921	3/10/2021	116.04	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	20922	3/10/2021	108.27	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	20923	3/10/2021	110.99	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	20924	3/10/2021	114.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	20925	3/10/2021	109.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	20926	3/10/2021	109.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	20927	3/10/2021	109.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	20928	3/10/2021	17,596.22	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	20929	3/10/2021	435.06	Corporate Translation Services Inc	
Supplier Payment	Check	20930	3/10/2021	72.93	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	20931	3/10/2021	5,947.50	Davidson Benefits Planning	
Supplier Payment	Check	20932	3/10/2021	47,429.65	Deere & Company	
Supplier Payment	Check	20933	3/10/2021	375,590.05	Del Sol Inc	
Supplier Payment	Check	20934	3/10/2021	100.00	Donna Montgomery, Trustee	
Supplier Payment	Check	20935	3/10/2021	735.00	Eco-Counter Inc	
Supplier Payment	Check	20936	3/10/2021	13,531.42	Epic Land Solutions Inc	
Supplier Payment	Check	20937	3/10/2021	628.91	Eric Atwell	
Supplier Payment	Check	20938	3/10/2021	42,426.17	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	20939	3/10/2021	6,480.00	Fischer Mill Supply Inc	
Supplier Payment	Check	20940	3/10/2021	25,365.60	Friends of Trees	
Supplier Payment	Check	20941	3/10/2021	2,474.11	Genuine Parts Company - Remit-To: NAPA - Los Angeles	
Supplier Payment	Check	20942	3/10/2021	125,879.69	Gordon Truck Centers	
Supplier Payment	Check	20943	3/10/2021	25,000.00	Greater Portland Inc	
Supplier Payment	Check	20944	3/10/2021	485,772.14	HCI Industrial & Marine Coatings Inc	
Supplier Payment	Check	20945	3/10/2021	24,086.13	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	Check	20946	3/10/2021	131,661.57	Insta-Pipe Inc	
Supplier Payment	Check	20947	3/10/2021	5,012.40	Invintus Media LLC	
Supplier Payment	Check	20948	3/10/2021	371.95	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	20949	3/10/2021	26,810.03	King County Directors Association Purchasing Department	
Supplier Payment	Check	20950	3/10/2021	1,414.94	Kittelson & Associates Inc	
Supplier Payment	Check	20951	3/10/2021	9,809.03	Kronos Incorporated - Remit-To: Atlanta	
Supplier Payment	Check	20952	3/10/2021	813.00	Landscape Management Services Inc	
Supplier Payment	Check	20953	3/10/2021	5,747.50	Lee Weinstein	
Supplier Payment	Check	20954	3/10/2021	6,983.84	Linguava Interpreters Inc	
Supplier Payment	Check	20955	3/10/2021	3,000.00	Maureen Farren-Sherman	

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

INVOICE PAYMENTS REPORT

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Supplier Payment	Check	20956	3/10/2021	1,091.31	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	20957	3/10/2021	992.95	Net Transcripts Inc	
Supplier Payment	Check	20958	3/10/2021	71.88	Northwest Cascade Inc	
Supplier Payment	Check	20959	3/10/2021	9,502.69	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	20960	3/10/2021	731.29	Portland Adventist Medical Center	
Supplier Payment	Check	20961	3/10/2021	33,625.62	PPC Solutions Inc	
Supplier Payment	Check	20962	3/10/2021	645.01	Precor Commercial Fitness	
Supplier Payment	Check	20963	3/10/2021	4,292.75	Quick Caption Inc	
Supplier Payment	Check	20964	3/10/2021	725.51	Qwest Corp - Remit-To: CenturyLink - Phoenix	
Supplier Payment	Check	20965	3/10/2021	6,676.58	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	20966	3/10/2021	3,361.16	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	Check	20967	3/10/2021	208.67	Rentokil North America Inc	
Supplier Payment	Check	20968	3/10/2021	4,547.38	Rigert Landscaping Co	
Supplier Payment	Check	20969	3/10/2021	9,471.00	Right of Way Associates Inc	
Supplier Payment	Check	20970	3/10/2021	6,937.60	SafeFire LLC	
Supplier Payment	Check	20971	3/10/2021	1,800.00	Sean McIntosh	
Supplier Payment	Check	20972	3/10/2021	494.56	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	20973	3/10/2021	162.60	Speed's Towing of Vancouver	
Supplier Payment	Check	20974	3/10/2021	3,471.15	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	20975	3/10/2021	4.84	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	20976	3/10/2021	34,347.50	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	20977	3/10/2021	1,511.00	State of Washington Department of Health - Remit-To: WA Dept of Health	
Supplier Payment	Check	20978	3/10/2021	1,238.90	State of Washington Department of Labor & Industries - Remit-To: State of WA LNI - Elevator Section	
Supplier Payment	Check	20979	3/10/2021	127.99	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Check	20980	3/10/2021	768.03	State of Washington Department of Transportation	
Supplier Payment	Check	20981	3/10/2021	4,158.75	State of Washington State Patrol	
Supplier Payment	Check	20982	3/10/2021	10.36	Stericycle Inc	
Supplier Payment	Check	20983	3/10/2021	5,244.40	Targetsolutions Learning LLC	
Supplier Payment	Check	20984	3/10/2021	4,000.00	Thales Consulting Inc - Remit-To: Supplier Thales Consulting Inc	
Supplier Payment	Check	20985	3/10/2021	108.40	Towing & Recovering Services Inc	
Supplier Payment	Check	20986	3/10/2021	460.70	Triple J Enterprises	
Supplier Payment	Check	20987	3/10/2021	2,186.13	Tyree Oil Inc	
Supplier Payment	Check	20988	3/10/2021	15.45	United Parcel Service	
Supplier Payment	Check	20989	3/10/2021	245.00	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	20990	3/10/2021	28.00	Vancouver Aire LLC	
Supplier Payment	Check	20991	3/10/2021	11,276.40	Vancouver National Historic Reserve Trust	
Supplier Payment	Check	20992	3/10/2021	469.64	Wapiti NW LLC	
Supplier Payment	Check	20993	3/10/2021	23,351.40	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	20994	3/10/2021	488.73	Water & Air Works	

INVOICE PAYMENTS REPORT

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Supplier Payment	Check	20995	3/10/2021	2,392.28	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	20996	3/10/2021	2,282.68	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Supplier Payment	Check	20997	3/10/2021	40.69	Ziply Fiber	
Supplier Payment	Check	20998	3/10/2021	8,436.87	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
			SUBTOTAL	5,754,023.72		
Hansen			3/15/2021	3,567.42	City Payments	Posted 03-08-21 to 03-15-21
			SUBTOTAL	3,567.42		
Visa			3/15/2021	1,389.39	Miscellaneous	Parks Class Refunds - FCC 03-08-21 to 03-15-21
Visa			3/15/2021	0.00	Miscellaneous	Parks Class Refunds - MCC 03-08-21 to 03-15-21
Visa			3/15/2021	0.00	Miscellaneous	Parks Class Refunds - Special Events 03-08-21 to 03-15-21
Visa			3/15/2021	0.00	Miscellaneous	Parks Class Refunds - WREC 03-08-21 to 03-15-21
			SUBTOTAL	1,389.39		
			TOTAL	5,758,980.53		

City of Vancouver
Payroll Council Report
March 9, 2021 - March 15, 2021

Check No.	Date	Explanation	Amount
2921 - 2927	03/10/21	5 2021 Payroll	\$ 8,167.84
91946 - 93631	03/10/21	5 2021 Direct Deposits	\$ 2,983,002.80

\$ 2,991,170.64