



CITY COUNCIL MEETING MINUTES

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

Anne McEnery-Ogle, Mayor

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

December 5, 2022

WORKSHOPS

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

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

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

https://www.cvtv.org/vid_link/35171?startStreamAt=0&stopStreamAt=5233

4:00-4:45 p.m. Federal Legislative Update

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

Summary

Staff led Council through a discussion of the Federal Legislative Update.

4:45-5:45 p.m. Council/Transportation Benefit District Joint

Workshop - Street Funding Strategy 2022 Accomplishments and Finances

Chris Malone, Finance and Asset Manager, 360-487-7711

Summary

Staff led Council through a discussion of the Council/Transportation Benefit District Joint Workshop - Street Funding Strategy 2022 Accomplishments and Finances.

COUNCIL DINNER/ Executive Session Re: Potential Litigation (30 min)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 5:30-6:00 p.m. to discuss Potential Litigation.

REGULAR COUNCIL MEETING

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

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit:

https://www.cvtv.org/vid_link/35173?startStreamAt=0&stopStreamAt=10029

Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent:

Paulsen

Motion by Councilmember Hansen, seconded by Councilmember Harless, and carried unanimously to excuse Councilmember Paulsen.

Approval of Minutes

Minutes - October 24, 2022

Motion by Councilmember Hansen, seconded by Councilmember Fox, and carried unanimously to approve the meeting minutes of October 24, 2022.

Minutes - November 7, 2022

Motion by Councilmember Fox, seconded by Councilmember Hansen, and carried unanimously to approve the meeting minutes of November 7, 2022.

Community Communications (Items 1-6)

Mayor McEnery-Ogle opened Community Communication and received testimony from the following community members regarding Consent Agenda Items 1-6:

- Kimberlee Elbon, La Center, WA

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

Consent Agenda (Items 1-6)

Council requested Items 3 and 4 be pulled for discussion.

Council discussed the Items with staff briefly.

Motion by Councilmember Fox, seconded by Councilmember Harless, and carried unanimously to approve Items 1-3 and 5-6 on the Consent Agenda.

1. Bid Award - NE 58th and Andresen Sewer Improvements

Staff Report: 195-22

The NE 58th & Andresen project is to be constructed under the Sewer Connection Incentive Program. This project will provide reliable public sanitary sewer to 26 parcels by installing 2,096 linear feet of 8-inch gravity sewer in NE 58th and NE 60th Streets, as well as a crossing in NE Andresen at 60th Street.

On November 1, 2022, the City received 6 bids for the subject project. The bids ranged between \$530,000 and \$798,000. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
North Cascade Excavating, LLC, Woodland, WA	\$532,343.32
Tapani, Inc, Battle Ground, WA	\$655,998.92
Cat Works Construction, Vancouver, WA	\$732,806.76
Nutter Corporation, Vancouver, WA	\$750,575.88
Advanced Excavating Specialists, LLC, Kelso, WA	\$793,674.25
Folden Construction, Inc, Vancouver, WA	\$797,748.42
Engineers' Estimate	\$597,000

Based on the Engineer's Estimate this project falls within the \$500,000 to \$1,500,000 threshold and will therefore be required to meet an apprenticeship utilization goal minimum of 3%. The contractor intends on meeting this goal by using 89 apprentice hours out of the total 2969 labor hours for the project.

Request: Award a construction contract for the NE 58th & Andresen Sewer Improvements project to the lowest responsive and responsible bidder, North Cascades Excavating, LLC of Woodland, WA at their bid price of \$532,343.32, which includes Washington State sales tax.

Sheryl Hale, Senior Civil Engineer, 360-487-7151

Motion approved the request.

2. **Pearson Field Taxiway A2 Construction – accept and release of retainage**

Staff Report: 196-22

Granite Construction Company of Vancouver, Washington has satisfactorily completed the project in accordance with the plans and specifications. The original construction bid amount was \$314,872.78. The final construction contract costs were \$298,097.75, a reduction of approximately \$16,775.05 or 5.4% from the original bid amount. The cost savings was attributed to minor quantity variations between as-designed and as-constructed in some bid items.

Request: On December 5, 2022, accept the Pearson Field Taxiway A2 project constructed by Granite Construction of Vancouver, and authorize release of retainage subject to receipt of all documentation required by law.

Guy Lennon, Airport Manager, 360-487-8619

Motion approved the request.

3. RDPO Grant Authorization

Staff Report: 197-22

Identified by the 2015 President's Task Force on 21st Century Policing, and codified into Washington state law, de-escalation tactics, when available, are required prior to police use of force. De-escalation tactics are now a consistent part of law enforcement training and practice throughout the region. These tactics include the concepts of increasing time, distance, and cover so more options and resources are available to resolve an incident without a significant use of force (RCW 10.120.010).

Armored vehicles allow the Police Department to align with the community's changing expectations of police responses to critical incidents. Current industry best practices often involve a police response, which includes less lethal use of force tools, officers specially trained in mental health issues and negotiations, and medically trained officers. The armored vehicle is used to transport this team of responders into a dangerous situation to take coordinated actions that are intended to minimize use of force during an incident. In addition to transport and shielding, these vehicles provide upgraded lighting, which allows for responding officers to clearly see and better interpret the visual nuances of a particular situation. Amplified sound and public address systems are also a benefit of these vehicles, which allows officers to communicate effectively with people in hard-to-reach locations, again increasing distance and slowing down the pace of the incident to help de-escalate the situation. Finally, the four-wheel drive and higher ground clearance of these vehicles allows for the protective properties of the vehicle to be utilized in rough terrain.

In an urban environment, armored vehicles are critical tools in enhancing first responders' abilities to create time, distance, and cover, so more options are available to resolve critical incidents with alternatives to deadly force. Further, recent increases in Domestic Violent Extremism and other violent crime have taxed the region's existing resources to safely respond to and resolve these incidents.

The City of Vancouver currently maintains one armored vehicle, which has been used to support law enforcement efforts throughout the region. However, a single vehicle is no longer adequate to support the growing population of our City and the increasing complexity and violence of the calls encountered by our officers in an atmosphere of changing community expectations. This is reflected by the fact that our City frequently requests the use of similar vehicles from neighboring law enforcement agencies to support our operations, which can result in substantial response delays that further complicate rapidly changing and dynamic crisis events.

If grant funding is approved, the vehicle proposed by the Vancouver Police Department has been estimated to cost \$321,382. It would be stationed at the East Precinct to expedite response times for City residents. From this location, it could also be used as a regional asset for neighboring law enforcement or other emergency response entities that require its use.

Request: Authorize the City Manager or designee to approve the effort to submit an application and pursue this grant opportunity. Further, if approved, authorize the City Manager or designee to execute all necessary agreements to facilitate the acceptance and purchase of the awarded vehicle.

Jeff Olson, Police Lieutenant, 360-487-7526

Motion approved the request.

4. Approval of 2023 Council Meeting Schedule

Staff Report: 198-22

City staff develops and publishes the annual Council meeting schedule and calendar every fall for the following year. Council Policy 100-32 includes a provision for Council adoption of the upcoming annual Council meeting schedule by the first meeting of December each year.

The annual schedule identifies the date, time and type of each Council meeting, as well as any Mondays when the Council will not meet. Per Council policy, the Council meets every first, second, third, and fourth Monday of each month, excluding any City-recognized holidays that fall on a Monday. Per City Charter, Council must meet at least twice per month for Regular meetings, which will typically fall on the first and third Mondays; Consent Agenda meetings with Community Forum fall on the second and fourth Mondays, unless otherwise pre-empted by a Regular meeting and identified as such on the approved schedule. Informational workshops may be held, as needed, before any Council meeting. The specific time and topic for each workshop will be identified on the published agenda for a given meeting date.

The 2023 Council schedule includes 24 Regular Council meetings, and 17 Consent Agenda meetings with Community Forums. All City Council meetings will begin at 6:30 p.m., per Council Policy 100-32. Workshops will be held between 4:00 and 6:00 p.m., unless otherwise noted on a published agenda. Community Forums will be held for up to 90 minutes following the business items of the agenda.

Subject to Council approval, the 2023 annual schedule will be publicly noticed in The Columbian newspaper, and the calendar will be posted on the City's website and distributed to the media and all City departments.

Copies of the printed Council meeting calendar may be requested by contacting the Council Assistant at 360-487-8600.

Any cancellations or changes to the annual schedule, or the addition of Council retreats or other special Council meetings, will be advertised in accordance with Council Policy and the Washington Open Public Meetings Act.

2023 Annual Meeting Schedule

All meetings begin at 6:30 p.m. | Workshops 4:00-6:00 p.m. (subject to change)

<i>1/2/2023</i>	<i>No Meeting - holiday (New Year's Day observed)</i>
<i>1/9/2023</i>	<i>Regular Meeting</i>
<i>1/16/2023</i>	<i>No Meeting - holiday (Martin Luther King Jr. Day)</i>
<i>1/23/2023</i>	<i>Regular Meeting</i>
<i>1/30/2023</i>	<i>No Meeting - 5th Monday</i>
<i>2/6/2023</i>	<i>Regular Meeting</i>
<i>2/13/2023</i>	<i>Consent Agenda Meeting w/ Community Forum</i>
<i>2/20/2023</i>	<i>No Meeting - holiday (Presidents Day)</i>
<i>2/27/2023</i>	<i>Regular Meeting</i>
<i>3/6/2023</i>	<i>Regular Meeting</i>
<i>3/13/2023</i>	<i>Consent Agenda Meeting w/ Community Forum</i>
<i>3/20/2023</i>	<i>Regular Meeting</i>
<i>3/27/2023</i>	<i>Consent Agenda Meeting w/ Community Forum</i>
<i>4/3/2023</i>	<i>Regular Meeting</i>
<i>4/10/2023</i>	<i>Consent Agenda Meeting w/ Community Forum</i>
<i>4/17/2023</i>	<i>Regular Meeting</i>
<i>4/24/2023</i>	<i>Consent Agenda Meeting w/ Community Forum</i>
<i>5/1/2023</i>	<i>Regular Meeting</i>
<i>5/8/2023</i>	<i>Consent Agenda Meeting w/ Community Forum</i>
<i>5/15/2023</i>	<i>Regular Meeting</i>
<i>5/22/2023</i>	<i>Consent Agenda Meeting w/ Community Forum</i>
<i>5/29/2023</i>	<i>No Meeting - 5th Monday & holiday (Memorial Day)</i>
<i>6/5/2023</i>	<i>Regular Meeting</i>
<i>6/12/2023</i>	<i>Consent Agenda Meeting w/ Community Forum</i>
<i>6/19/2023</i>	<i>No Meeting - holiday (Juneteenth)</i>
<i>6/26/2023</i>	<i>Regular Meeting</i>
<i>7/3/2023</i>	<i>Regular Meeting</i>
<i>7/10/2023</i>	<i>Consent Agenda Meeting w/ Community Forum</i>
<i>7/17/2023</i>	<i>Regular Meeting</i>
<i>7/24/2023</i>	<i>No Meeting - Mid-Year Break</i>
<i>7/31/2023</i>	<i>No Meeting - 5th Monday</i>
<i>8/7/2023</i>	<i>Regular Meeting</i>
<i>8/14/2023</i>	<i>Consent Agenda Meeting w/ Community Forum</i>

8/21/2023	<i>Regular Meeting</i>
8/28/2023	<i>Consent Agenda Meeting w/ Community Forum</i>
9/4/2023	<i>No Meeting - holiday (Labor Day)</i>
9/11/2023	<i>Regular Meeting</i>
9/18/2023	<i>Regular Meeting</i>
9/25/2023	<i>Consent Agenda Meeting w/ Community Forum</i>
10/2/2023	<i>Regular Meeting</i>
10/9/2023	<i>Consent Agenda Meeting w/ Community Forum</i>
10/16/2023	<i>Regular Meeting</i>
10/23/2023	<i>Consent Agenda Meeting w/ Community Forum</i>
10/30/2023	<i>No Meeting - 5th Monday</i>
11/6/2023	<i>Regular Meeting</i>
11/13/2023	<i>Consent Agenda Meeting w/ Community Forum</i>
11/20/2023	<i>Regular Meeting</i>
11/27/2023	<i>Consent Agenda Meeting w/ Community Forum</i>
12/4/2023	<i>Regular Meeting</i>
12/11/2023	<i>Consent Agenda Meeting w/ Community Forum</i>
12/18/2023	<i>Regular Meeting</i>
12/25/2023	<i>No Meeting - End of Year Break</i>

Request: Approve the 2023 annual City Council meeting schedule.

Sarah Dollar, Assistant to the City Council, 360-487-8641

Item pulled from the agenda to return at a later date.

5. **System Development Charges Waiver for Affordable Housing**

Staff Report: 199-22

AN ORDINANCE relating to waivers of system development charges for affordable housing projects when such charges will be reimbursed by other non-utility funding sources; and providing clauses severability and an effective date.

In November 2021, the Washington State Department of Commerce announced a grant opportunity for the Connecting Housing to Infrastructure Program (CHIP). CHIP grants of up to \$2.5M per project were made available for sewer, water or stormwater improvements and/or waived system development charges for new affordable housing projects. The state required that the new housing be affordable to households earning below 80% of area median income for a minimum of 25 years.

The City of Vancouver submitted five applications for CHIP funding:

- *VHA – Laurel Manor – \$1,059,085 (awarded February 7, 2022)*
- *VHA – The Meridian - \$161,907 (awarded February 7, 2022)*
- *VHA – Fourth Plain Commons - \$345,900 (awarded April 26, 2022, in second round)*

- *Community Roots – O Street - \$108,207 (awarded October 19, 2022, in third round)*
- *VHA – Miles Terrace - \$277,885 (not awarded)*

For SDC grants, the state requires that the City document that SDC charges will be waived by the City. This proposed program will meet the state's requirement for funding.

Request: On December 5, 2022, approve the ordinance authorizing SDC Waiver Program for affordable housing when SDC charges will be fully reimbursed by other non-utility funding sources, setting the second reading and public hearing for Monday, December 19, 2022.

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

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

Motion approved the request.

6. Approval of Claim Vouchers

Request: Approve claim vouchers for December 5, 2022.

Motion approved claim vouchers in the amount of \$8,464,840.57.

Public Hearings (Item 7-9)

7. Release Of Covenant Running with the Land

Staff Report: 192-22

AN ORDINANCE relating to planning and zoning; approving release of a recorded covenant related to a prior rezone of property in the City of Vancouver legally described in the Covenant recorded under File No. 3752065; and establishing an effective date.

In May 2003, the City approved the site plan for the Wellons Industrial Project (PRJ2002-00569/FSR2003-00015). The approval included conditions requiring the applicant to commit to the completion of certain transportation improvements associated with the City's then planned NW 26th Avenue Industrial corridor. In November 2003, the developer executed a Covenant Running with the Land that placed restrictions on the subject parcels in such a manner so as to guarantee the future completion of the required transportation improvements.

In the years since, the City has modified the plans for a NW 26th Avenue freight corridor, shifting the alignment for this corridor to NW 32nd Avenue. As such, the requirements stipulated in the 2003 site plan approval and contained within the 2003 Covenant are no longer applicable. In addition, the subject properties are proceeding through a new site plan review, which will feature all required transportation improvements associated with the City's current plans for NW 32nd Avenue.

The attached ordinance releases the 2003 Covenant and removes all associated requirements and restrictions from the subject parcels.

Request: On December 5, 2022, subject to second reading and public hearing, approve the ordinance releasing the subject property from the 2003 Covenant Running with the Land.

Ryan Lopossa, Streets and Transportation Manager, 360-487-7706

Ryan Lopossa, Streets and Transportation Manager, provided an overview of the Release of Covenant Running with the Land.

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

- Kimberlee Elbon, La Center, WA

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

Motion by Councilmember Hansen, seconded by Councilmember Fox, and carried unanimously to approve Ordinance M-4394.

8. An Ordinance Creating a Compost Procurement Policy for the Procurement and Use of Compost in Qualifying City Projects

Staff Report: 193-22

AN ORDINANCE relating to the adoption of compost procurement requirements and establishing a compost procurement policy for the City of Vancouver as more particularly described herein.

In March 2022, the Washington state legislature passed ESSHB1799, signed into law by the Governor and codified in June 2022. Compliance with the requirements of the law, known as the Organics Management law is included in the City's solid waste section of the draft Climate Action Framework. The new law includes a provision (Part 7) that requires local governments to adopt a CPO and develop a policy for the procurement of compost to be used in projects, as well as track and report to Ecology total

tons of organic materials diverted from the landfill, including the amount of compost purchased from specific sources.

The new statute states:

The legislature finds that landfills are a significant source of emissions of methane, a potent greenhouse gas (GHG). Among other economic and environmental benefits, the diversion of organic materials to productive uses will reduce methane emissions.

In order to reduce methane emissions associated with organic materials, the legislature finds that it will be beneficial to improve a variety of aspects of how organic materials and organic material wastes are reduced, managed, incentivized, and regulated under state law. Therefore, it is the intent of the legislature to support the diversion of organic materials from landfills through a variety of interventions to support productive uses of organic material wastes, including: . . .

(h) Encouraging cities and counties to procure more of the compost and finished products created from their organic material wastes in order to support the economic viability of processes to turn organic materials into finished products and increasing the likelihood that composting and other responsible organic material management options are economically viable.

The Organics Management law, now codified in RCW 43.19A.150, requires cities such as Vancouver to “adopt a compost procurement ordinance to implement RCW 43.19A.120 by January 1, 2023. This section applies to a city or county with a population greater than 25,000, as measured by Washington’s Office of Financial Management; and to each city or county in which organic material collection services are provided under chapter 70A.205 RCW.

This statute further states that when “planning government-funded projects or soliciting and reviewing bids for such projects, all state agencies and local governments shall consider whether compost products can be utilized in the project.” If it is determined that compost products can be used, then they must be used unless certain exceptions related to cost, availability, and quality apply.

Beginning December 31, 2024, Vancouver must report to Ecology on the quantities of organics materials diverted from the landfill, as well as the volume, cost and source of compost used in projects annually.

In conclusion, the proposed ordinance seeks to comply to state law regarding compost procurement requirements and meet the timeline for adopting an ordinance by January 1, 2023. Staff anticipate returning to City Council to codify this CPO as part of the City’s future procurement

ordinance anticipated in 2023.

Request: On December 5, 2022, subject to second reading and public hearing, approve the ordinance.

Julie Gilbertson, Solid Waste Supervisor, 360-487-7162

Julie Gilbertson, Solid Waste Supervisor, provided an overview of the Ordinance Creating a Compost Procurement Policy for the Procurement and Use of Compost in Qualifying City Projects.

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

- Kimberlee Elbon, La Center, WA

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

Motion by Councilmember Fox, seconded by Councilmember Harless, and carried unanimously to approve Ordinance M-4395.

9. **The Resolution to Adopt the Climate Action Framework, a 2040 Framework to Reduce Greenhouse Gas Emissions and Build Resiliency to Climate Change Impacts**

Staff Report: 200-22

A RESOLUTION adopting the Climate Action Framework as the City of Vancouver's framework to reduce greenhouse gas emissions to achieve municipal and community-wide greenhouse gas reduction goals and directing the City Manager to put resources toward its implementation.

In December 2019, Council directed the City Manager to begin developing climate goals related to reductions in greenhouse gas emissions. Beginning in 2020, City staff worked with Cascadia Consulting Group ("Cascadia") to conduct an updated inventory of municipal and community greenhouse gas emissions. The results of the updated inventory and models of potential future emissions were shared with Council in fall of 2020 and Council engaged in a series of conversations with staff and the consultant team to identify targets for municipal and community emission reduction targets. In July 2021 Council identified the "Leading Edge" emission reduction target as their preferred policy direction.

Through surveys, roundtable meetings, one-on-one meetings with individual community members and stakeholder groups, multiple rounds of review with staff across City departments, and input from City Councilmembers, staff co-developed a robust list of strategies and actions

with community partners that would set the City on its path towards its stated goal of carbon neutrality by 2040. Staff efforts were supported by a team of graduate students from Portland State University whom staff engaged in the spring of 2022 to conduct focused public outreach on climate resiliency and adaptation to learn about the priorities of frontline communities who too often bear the heaviest burden of climate change impacts.

Taken together, these climate priorities, strategies, and actions were compiled into the Draft Climate Action Framework. Cascadia modeled the GHG reductions that could be achieved by the actions in the CAF, as well as the expected costs associated with the most impactful actions. The first draft was presented to Council in August 2022. The CAF has subsequently undergone several rounds of revision following input from Council and community stakeholders. The GHG impact and cost models have been updated accordingly to reflect these revisions.

An unprecedented amount of funding for greenhouse gas reduction and climate resiliency projects will be available to local jurisdictions in 2023 via the federal Inflation Reduction Act of 2022. One of the requirements to apply for this funding is for the City to have an adopted plan to reduce greenhouse gas emissions. The CAF would satisfy this requirement.

Request: On December 5, 2022, subject to the public hearing, pass the resolution to adopt the Climate Action Framework.

Rebecca Small, Senior Policy Analyst, 360-487-8601; Aaron Lande, Program and Policy Development Manager, 360-487-8612

Rebecca Small, Senior Policy Analyst, provided an overview of the Resolution to Adopt the Climate Action Framework to Reduce Greenhouse Gas Emissions and Build Resiliency to Climate Change Impacts.

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

- Heidi Cody, Vancouver
- Nelson Holmberg, Vancouver
- Nick Massie, Vancouver
- Mark Leed, Vancouver
- Sara Schmit, Vancouver
- Natasha Jackson, West Lin, OR
- Peter Harrison, Vancouver
- Roben White, Vancouver
- Ann Donelly, Vancouver
- Katherine Whitney, Vancouver
- Jennifer Baker, Vancouver
- Jean Avery, Vancouver

- Kristina Barrows, Vancouver
- Cathryn Chudy, Vancouver
- Don Steinke, Vancouver
- Alona Steinke, Vancouver
- Monica Zazueta, Vancouver
- Peter Fels, Vancouver
- Tom Toussaint, Vancouver
- Ron Frederickson, Vancouver
- Susan Saul, Vancouver
- Rebecca Ponzio, Seattle, WA
- Daniel Serres, Portland, OR
- Kimberlee Elbon, La Center, WA
- Tim Emineth, Vancouver
- Peter Nachtwey, Vancouver

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

Motion by Councilmember Fox, seconded by Councilmember Hansen, and approved to amend the Climate Action Framework Action numbers 11 and 12 to remove the mention of NW Natural as partners.

Motion by Councilmember Fox, seconded by Councilmember Harless, and carried unanimously to approve Resolution M-4199.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

2022 Community Forum Pilot Series Follow Up

Laura Shepard, Communications Director, provided an update regarding the 2022 Community Forum Pilot Series Follow Up.

Adjournment

9:16 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

From: [Delapena, Amanda](#)
To: [Dollar, Sarah](#)
Subject: FW: CAF, Equity in Housing Affordability- Public Comment
Date: Monday, December 5, 2022 1:36:29 PM
Attachments: [image001.png](#)
[COV CAF Public Comment.pdf](#)

Not sure if you got this one from someone else – it went to the wrong Council email addresses. Can you add this to the written comments, please, if it wasn't already included?

Amanda Delapena

From: Noelle Lovern [REDACTED]
Sent: Monday, December 5, 2022 11:57 AM
To: McEnerny-Ogle, Anne <A.McEnerny-Ogle@cityofvancouver.us>; ty.stober@cityofvancouver.us; sarah.fox@cityofvancouver.us; kim.harless@cityofvancouver.com; diana.perez@cityofvancouver.com; bart.hansen@cityofvancouver.us; Erik.Paulsen@cityofvancouver.us; Holmes, Eric <Eric.Holmes@cityofvancouver.us>
Cc: Lande, Aaron <aaron.lande@cityofvancouver.us>; Small, Rebecca <Rebecca.Small@cityofvancouver.us>
Subject: CAF, Equity in Housing Affordability- Public Comment

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

Greetings, Mayor McEnerny-Ogle, City Council, City Manager, and Staff.

The BIA is grateful for the opportunity to provide some feedback on the proposed CAF and to submit some data regarding housing affordability. We appreciate the outreach from Rebecca Small and others to assist us with digesting the most recent CAF iteration. This is an ongoing heavy lift for everyone. We hope for deeper engagement during the shaping and implementation phase of these policies. We have included a list of Actions that our membership is qualified to assist with. It is our desire to be at the table to shape policies that effect our industry and housing affordability in our communities.

Thank you for your leadership and consideration of our comments.

Best,

Noelle Lovern | Government Affairs Director
BIA of Clark County - a Top 30 NAHB Association
Protecting and promoting the building industry.

Address: [REDACTED], Vancouver, WA 98663
Phone: (208) 602-3423 **Web:** www.biaofclarkcounty.org

[Facebook](#) | [LinkedIn](#) | [Instagram](#) | [Pinterest](#) | [Members Group](#)

Join our email list for weekly industry updates > [CLICK HERE](#)





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Vancouver, WA 98663

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December 5, 2022

Mayor Anne McEnergy-Ogle
Mayor Pro-Tem Ty Stober
Vancouver City Councilors
City Manager Eric Holmes
City of Vancouver
PO Box 1995
Vancouver, WA 98668

Public Comment: Climate Action Framework

Dear Mayor McEnergy-Ogle, Mayor Pro-Tem Ty Stober, City Councilors & Staff:

On behalf of the Building Industry Association of Clark County (BIA) and our more than 750 business members, we would like to thank you for the opportunity to share our comments relating to the proposed Climate Action Framework (CAF).

The BIA recognizes the incredible undertaking it has been for staff and Council to develop the CAF to this point. As we look beyond this phase of CAF development, we must consider the City of Vancouver's stated priority of equity in relation to each proposed Action. When considering wholesale policy and cultural shifts, it is imperative to evaluate the human costs.

New programs, innovations, and technologies like those associated with the CAF come with a price tag. Whether it is the recently approved business surcharge, increased impact fees, or the cost of mandated innovations within the CAF, businesses absorbing those costs will pass them on to their consumers. Our industry's consumers include the community members living and working in Vancouver.

The BIA's member businesses bear the burden and blessing of providing homes for this City's residents. However, daily, we face the stark reality of the housing affordability crisis and the urgency to find solutions. When only 16 percent of residents in Clark County can afford to buy a home at the median sale price, we have a market issue. When developers cannot build homes and multifamily housing at affordable prices, we have a people issue. Rising home prices not only affect homebuyers, but it's also exacerbating the homeless crisis.

A recent study conducted by the NAHB (National Association of Home Builders) showed that for every \$1000 added to the price of a new home, 2,182 Washington households are priced out from purchasing a home at the median sale price. While the study does not have numbers specific to the City of Vancouver, it is safe to say

that housing affordability is a problem for local homebuyers too. As this Council and City staff consider the cost of implementing each of the Actions within the CAF, there must be a renewed commitment to addressing the inequity created by the housing affordability crisis.

It is well known that homeownership is the most effective pathway out of generational poverty. Drilling this down to the human costs, households earning median incomes of \$80,000 annually, are saddled with the daunting task of finding adequate homes with sale prices from \$200,000 to \$320,000. In this price range, stock is minimal, deferred maintenance can be cost prohibitive, and competition to purchase is very high. It is nearly impossible to imagine that starter homes come with a price tag averaging in the \$300,000 range.

If homeownership is unattainable, then the rental market will need to support our working families. Over the past decade, rents have doubled, and wages have not kept pace with a meager increase of less than 20 percent. In the Metro area, there are only enough affordable housing units to house 43 percent of low-income households seeking to rent (much lower than the national average at 58 percent). These dynamics are forcing families out of the market and many into houselessness.

It is important to note that our industry believes that communities must have clean and sustainable infrastructure to thrive. It is equally important to balance the need for carbon reduction with the need to house our families, neighbors, and workforce. Our industry is built on a passion for strong families, communities, and economies which have their foundation in homeownership.

We all have a part to play in providing safe and affordable housing for our communities. We also understand there is much work ahead for all of us if we are to reach Vancouver's GHG reductions and carbon neutrality goals. We appreciate the invitation to participate as a stated partner in further development of Building and Energy Action(s) #13 and #14 of the CAF.

As is clear with any program, especially one of this magnitude, collaboration and partnership provides the best opportunity for success. The BIA is committed to participating wholeheartedly in helping shape the policies and processes that will support successful implementation of Vancouver's CAF and prioritizes equity within our community. To that end, we recommend inclusion as partners in several other Actions in the CAF (list is included as an addendum).

The BIA is always available for consultation and as a resource for better policy making and implementation. Thank you for your time in advance.

Sincerely,

Noelle Lovern

Government Affairs Director

Please consider including the BIA as a partner in shaping the following Actions as they greatly impact our industry:

Equity & Green Economy

Action #9 Air Conditioning & Filtration Retrofits
Action #11 Small Business Restructuring
Action #13 Support for Repair Industries
Action #15 Green Workforce Development
Action #17 Community-led Green Economy Prioritization

Buildings & Energy

Action #8 Green Building Policy (private sector)
Action #11 Home Electrification Incentives (existing homes)
Action #16 Contractor Training for Electric Transition

Transportation & Land Use

Action #1 Mixed-use, Transit-oriented Development
Action #2 Sustainable Neighborhood-scale Development
Action #3 Diversified Housing Options
Action #4 Concentrated Development Along Retail and Commercial Corridors
Action #5 Parking Management Plan

Natural Systems & Water Resources

Action #2 Native & Climate-resilient Planting in Private Projects
Action #4 Carbon Sequestration on Public Lands
Action #5 Carbon Sequestration on Private Lands
Action #6 Critical Areas Code Enforcement
Action #7 Habitat Restoration for New Development
Action #9 Community Water Conservation

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Comments on Agenda Item 9
Date: Monday, December 5, 2022 11:33:34 AM
Attachments: [Climate Action Framework comments 12-5-2022.pdf](#)

Comments for 12/5

City Manager's Office

CITY OF VANCOUVER

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

P: 360.487.8600 | F: 360.487.8625

www.cityofvancouver.us

From: Susan Saul [REDACTED]
Sent: Monday, December 5, 2022 10:20 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Comments on Agenda Item 9

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

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

My letter of comment is attached.


Vancouver, WA 98664
December 5, 2022

Dear Mayor McEnerny-Ogle and City Council Members:

Re: Climate Action Framework

I support adoption of the Climate Action Framework as proposed.

I recognize that this framework is a work in progress that will be refined in the future and will be revised in light of feedback and experience with implementation.

I urge expanded efforts be considered in the Natural Systems and Water Resources section. Actions 1 and 2 concerning native and climate-resilient plantings in municipal and private projects need to be expanded to include at least four out of the five vegetation layers (large trees, small trees, large shrubs, small/medium shrubs, and herbaceous layer). City parks usually only include two to three layers: large trees, small trees and exotic grass. Those missing middle layers are critical to providing wildlife habitat.

Another conscious decision needs to be made in both municipal and private landscape management to allow leaves to remain on the ground to mulch naturally. It is a wasteful practice to use leaf blowers in the annual ritual of blowing, piling and bagging leaves for disposal. A more sustainable way of managing leaves on lawns involves mulching or mulch-mowing. Mulching (chopping leaves into small pieces) is quieter and cleaner than leaf blowing, improves soil structure and water retention, and provides winter bird habitat.

The criticism that the phasing out gas-powered leaf blowers will harm small landscaping businesses misses the point that they shouldn't be blowing leaves anyway. The city should use its public education programs to do outreach regarding the climate and wildlife habitat benefits of mulching and mulch-mowing rather than blowing leaves, both among home-owners and private landscape maintenance companies.

Familiar backyard bird species in Clark County are showing alarming declining abundance trends between 2007-2021 as tracked by eBird (science.edbird.org/en/status-and-trends) including: Black-capped Chickadee, Chestnut-backed Chickadee, Bushtit, Golden-crowned Kinglet, Red-breasted Nuthatch, Brown Creeper, House Wren, Pacific Wren, Bewick's Wren, Swainson's Thrush, American Robin, Cedar Waxwing, House Finch, Song Sparrow, Spotted Towhee, Yellow-rumped Warbler and Western Tanager. These abundance declines can be attributed to both climate change and habitat loss. These species use all five vegetation layers and many of them also forage on the ground for insects in leaves left to over-winter.

I particularly support strengthening the codes to prioritize tree preservation in Action 7. I had personal experience with a neighboring developer ignoring the requirements to preserve trees on

his property as a condition of his permit. When he cut down the trees he was supposed to preserve, he received only a slap on the wrist. The fines were just a cost of doing business to achieve the convenience of a clear piece of ground for development, and he got the fines waived by agreeing to plant some saplings to replace the mature trees that he removed.

Thank you for your commitment to achieving a city environment that is viable and sustainable for our future. Combined with the recently adopted fossil fuel ordinance, you have made major contributions to protect the health and safety of our community.

Sincerely,

A handwritten signature in cursive script that reads "Susan M. Saul". The signature is written in black ink and is positioned above the printed name.

Susan M. Saul

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Agenda #9 CAF Comments for Dec. 5 2022
Date: Monday, December 5, 2022 10:11:29 AM
Attachments: [12.5.22hcody_CAFcomments.pdf](#)
[image001.png](#)

Another comment for 12/5.

Stephanie Obotette | Support Specialist II
Pronouns: She/Her



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

P: 360.487.8621 | F: 360.487.8625

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From: Heidi Cody [REDACTED]
Sent: Monday, December 5, 2022 9:59 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Agenda #9 CAF Comments for Dec. 5 2022

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

Good morning!

Attached please find my comments in support of our ambitious Climate Action Framework.

Thank you,
Heidi Cody

--

Co-Director | Alliance for Community Engagement SWWA
Strategic Coordinator for SWWA | Stand Up to Oil Coalition
Sparkle with #climatetoothpaste. I do. climatetoothpaste.com #greennewdeal

December 5, 2022

Heidi Cody

Vancouver WA 98664

Vancouver City Council and Staff

Dear Mayor McEnerney-Ogle, City Council and staff:

Thank you to all of you, for your tremendous efforts in putting together this aggressive Climate Action Framework. Thanks to City staff and Councilmembers, for being accessible and responsive to community concerns in this process.

After two years, we can now implement and fund programs that will reduce our climate pollution, and help ensure a resilient future for Vancouver. In combination with the updated fossil fuel ordinance, this City Council and staff have made major contributions to protect the health and safety of our communities.

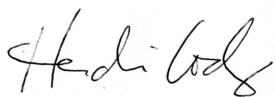
I, for one, am not questioning the promise of Leading Edge targets. I remember watching a workshop where Council discussed pursuing less than Leading Edge targets. Then the heat dome happened. In the worst way, that 114- to 116-degree heat over several days caught everybody's attention. It made absolutely, frighteningly clear that we are already experiencing the impacts of climate change.

After the heat dome, Council decided to aim as high as possible with Leading Edge goals. To me, that is responsive leadership. Leading Edge targets respond to the urgency of the climate crisis, and provide the shortest pathway to reach our targets. Aiming as high as we can is crucial, so we can make as many changes as possible.

A lot of the programs in the Framework will also be economic drivers. I have already read about two businesses either expanding or establishing new HVAC manufacturing in Vancouver. There will be more great business opportunities as we transition to a green economy.

Thank you for centering equity and ensuring a better future for Vancouver in this living document. Please vote YES on the Climate Action Framework. I am excited to see what happens next.

Thank you.

A handwritten signature in black ink, appearing to read "Heidi Cody". The signature is fluid and cursive, with the first name "Heidi" written in a larger, more prominent script than the last name "Cody".

Heidi Cody

From: [Jan V](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: I support your vote to adopt the CAF
Date: Sunday, December 4, 2022 11:04:31 PM

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Short 'n' sweet from me this time.

Thank you!
Jan Verrinder

From: [Mary Laski](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Climate Action Framework
Date: Sunday, December 4, 2022 10:37:07 PM

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I am writing regarding the Climate Action Framework which will be before the Council on Monday, January 5. I am proud to live in a community where our City Council works to address the impacts of climate change through intelligent, sensible city policy. I appreciate the work that has been done to develop the Climate Action Framework and support it's passage.

THANK YOU

Mary Laski

[REDACTED] [REDACTED] [REDACTED]

Vancouver, WA 98662

[REDACTED]
[REDACTED]

From: [Donna Cody](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Yes
Date: Sunday, December 4, 2022 4:46:34 PM

[You don't often get email from [REDACTED]. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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I strongly support the forward looking vision of the climate action plan of our city of Vancouver. Although the cost is high, the action plan is necessary for the survival of our city, and ultimately life on our planet. Thank you!
Donna Cody

Sent from my iPhone

From: [Peter L. Fels](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Cc: [Cathryn Chudy](#); [Dan Serres](#); [Heidi Cody](#); [Don Steinke](#)
Subject: Climate Action Framework on City Council Agenda 12/5/2022
Date: Sunday, December 4, 2022 3:55:16 PM

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

RE: Climate Action Framework

Dear Mayor, Councilors and Staff,

As you know, along with many others, I've testified for several years asking you to adopt a Climate Action Plan. We are concerned for the sake of our children, grandchildren, other people and other creatures, about the future our planet faces as a result of human-caused climate change. I am happy to see the CAF on tonight's agenda.

The proposed Framework adopts many great ideas contributed by our environmental community. But the "Framework" is only as good as the outcomes that can result. We will continue to monitor City operations to assure these ideas are put into effect.

There are skeptics who don't believe we need to change our ways of doing things and others who believe it is all a United Nations or some other secret conspiracy. There are people and corporations who put their own immediate self interest before the needs of the planet, some who believe we can't afford to make the called-for changes and still others who just don't think we as individuals or as a City can make any difference.

The CAF requires collaboration from Clark Public Utilities, NWN, builders, developers, school districts, landlords, C-TRAN, business owners and many others to achieve the desired goal of GHG reduction. All of us need to remember we are citizens of this planet and we all need to do what we can to reduce pollution and environmental degradation. Our inaction falls hardest on people and animals that can least afford it, including many around the world who are already suffering and dying from climate related disasters, famine, disease and displacement.

I hope you won't allow the objections and obstruction of some people and businesses to keep you from meeting your goals. We *all* will need to make some changes to achieve the GHG reduction goals in this Framework.

In most cases, those changes will result in long term cost savings, new and better employment, safer and more comfortable homes, buildings and transportation, and a greener, more vibrant community. I applaud this Council's vision and leadership in getting to this point. I encourage you to vote yes. I am looking forward to seeing the plans adopted into new ordinances and procedures. I encourage the community to get behind you and collaborate as needed.

s/ Peter Fels
Vancouver

From: [Nancy Helget](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Climate Action Framework
Date: Sunday, December 4, 2022 11:50:27 AM

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

Mayor and City Council Members:

I appreciate all the work it has taken to develop the Climate Action Framework. I know you've spent countless hours refining the Framework you're considering Monday. Thank you.

As we hear in news reports daily, it's essential that we all take the steps science demands to reduce our greenhouse gas emissions as quickly as we can. I especially appreciate the fact that you've set bold GHG reduction goals. I'm grateful and proud to live in a community that takes climate issues seriously and I'm grateful to have city representatives that are willing to act. Again, thank you.

I encourage you to adopt the Framework so that climate action work can begin. But I have a comment related to the city's actions going forward. I know the Framework requires you to consider the climate effects of your future decisions. I would hope that includes investment decisions, even though those decisions don't or might not directly impact the city.

Also, I hope you will set up a process to closely monitor progress toward Framework goals and then aggressively take steps to modify efforts if the current path isn't working. The Framework's four-year review requirement seems too long a time to wait to assess whether what you're doing is working.

Thank you for considering these comments.

Nancy Helget

[REDACTED]

Vancouver, WA 98663

From: [David Rowe](#)
To: [City of Vancouver - Office of the City Manager](#); [Heidi Cody](#)
Subject: Vancouver Climate Action meeting December 5
Date: Sunday, December 4, 2022 11:39:46 AM
Attachments: [Comments to Vancouver Climate Action from Dave Rowe.pdf](#)
[regional rail corridors to Willamette Valley.pdf](#)
[Stadler Specs EMU.pdf](#)

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I am not able to attend the meeting in Vancouver concerning the Vancouver Climate Action Plan. But I want to submit information for the public record. WASHDOT is not on a good path to help the Earth's climate change with the current Interstate Bridge Replacement design.
Dave Rowe



FLIRT AKKU 3 PART

Test carrier

The FLIRT AKKU is the battery-operated version of the FLIRT type series. Designed for non-electrified or partially-electrified tracks, the vehicle is highly versatile. 80 percent of the non-electrified tracks in Germany can be used by the regional train in battery mode. The FLIRT AKKU is a single-storey, flexible regional train that can be customised. The vehicle concept is primarily based on the previously approved and tested electrical multiple-unit FLIRT trains purely for operation below the catenary. The traction elements and the most important mechanical components are largely the same. One thing that all FLIRTs have in common is their lightweight design made of aluminium. Maintenance-friendly components that have been tried and tested a thousand times over help to keep the operating, energy and maintenance costs as low as possible. 2 to 4-part train combinations can be realised in the model equipped with lithium-ion batteries. Here, the FLIRT AKKU, like the FLIRT, can be customised to meet requirements with respect to the number of seats, passenger flow or interior design. The 3-part test carrier offers space for 310 passengers, of this number 154 on seats. The FLIRT Akku test carrier is used for testing and the continuous further development of the technology.

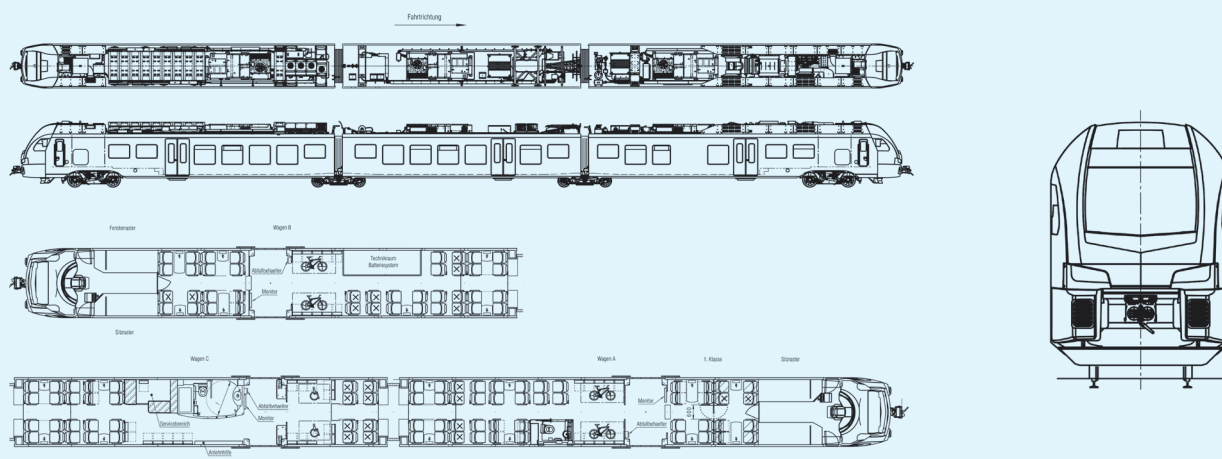
www.stadlerrail.com

Stadler Rail Group

Ernst-Stadler-Strasse 1
CH-9565 Bussnang
Telefon +41 71 626 21 20
stadler.rail@stadlerrail.com

Stadler Pankow GmbH

Lessingstrasse 102
D-13158 Berlin
Telefon +49 30 91 91-16 16
stadler.pankow@stadlerrail.com



Technical features

Technology

- Automatic central buffer couplings
- Lightweight aluminium construction
- Meets the requirements of DIN EN 15227 (Crash Norm)
- Air-sprung bogies ensure smooth running
- Catenary operation with 15 kV and catenary-free operation with lithium-ion traction battery

Comfort

- Bright and friendly passenger compartment
- Passenger compartment fully steplessly walk-through
- Air-conditioned passenger compartment and driver's cab
- Generously designed multi-functional compartments at all entrance-areas
- 3 doors per side
- Sliding steps and gap-bridging at all doors
- Cycle racks / wheelchair
- Modern passenger information system
- Service area
- Universal WC and standard WC acc. to TSI PRM

Staff

- Ergonomically designed driver's cab
- Service area

Reliability / Availability / Maintainability / Safety

- Fulfilment of the Crash Norm EN 15227
- Fulfilment of the TSI PRM and the TSI Noise

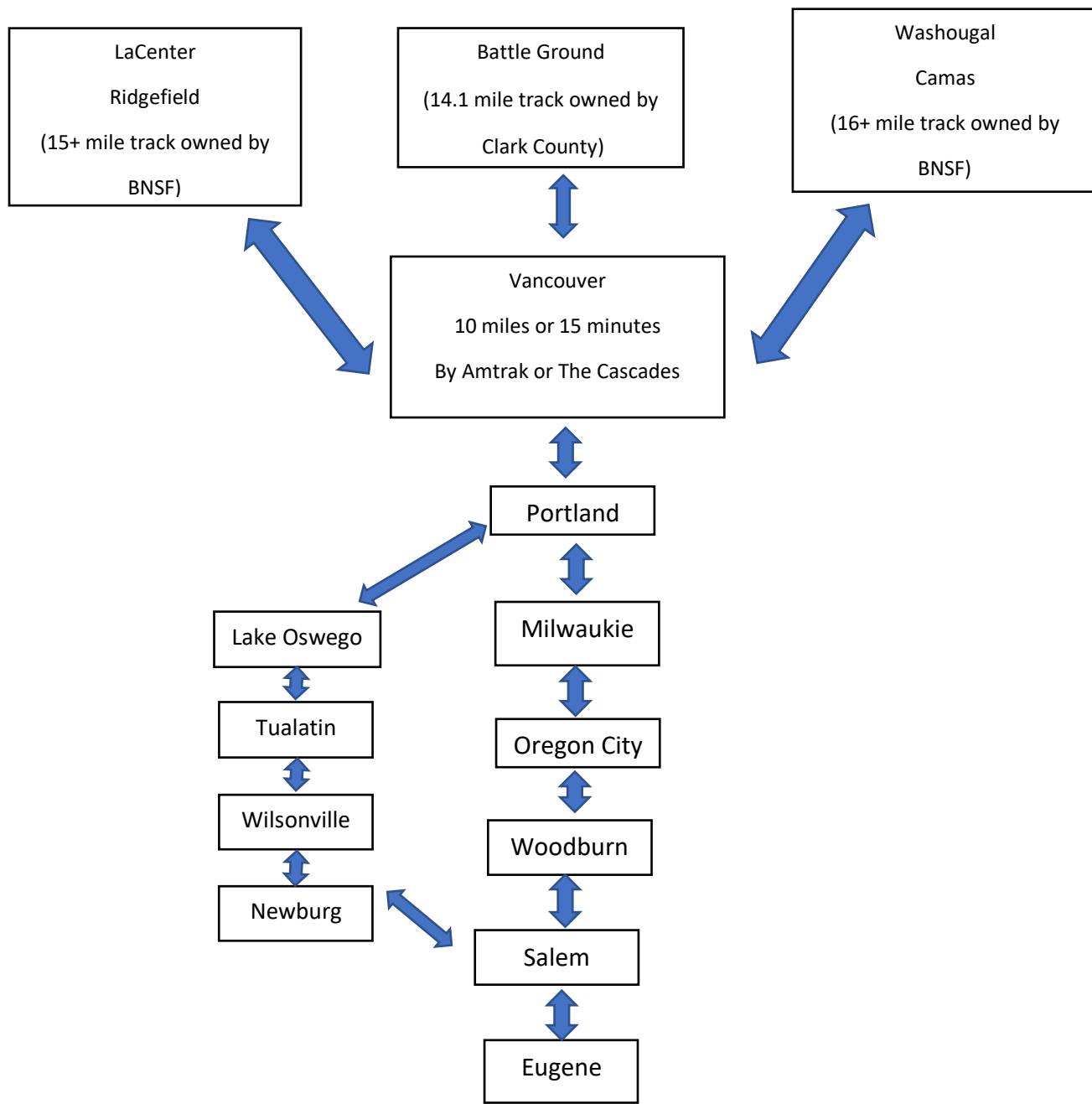
Vehicle data

Gauge	1,435 mm
Supply voltage	15 kV AC
Axle arrangement	Bo'2'2'2
Seats	154
Standing capacity (4 pers./m²)	156
Floor height	
Low floor	780 mm
High floor	1,200 mm
Door width	1,300 mm
Door height	780 mm
Longitudinal strength	1,500 kN
Length overall	58,600 mm
Vehicle width	2,880 mm
Vehicle height	4,120 mm
Bogie wheelbase	2,500 mm
Running bogie	2,700 mm
Drive wheel diameter	
new	920 mm
worn	850 mm
Trailer wheel diameter	
new	760 mm
worn	690 mm
Maximum speed	140 km/h
Drive	2 × 500 kW

Regional Passenger Rail Service could help Climate Change

ODOT and WASHDOT needs to plan for passenger rail development. I-5 congestion could be reduced by developing regional electric passenger rail service on the existing rail lines from SW Washington through the Willamette Valley. Climate change can be reduced by regional electric passenger rail development in Oregon and Washington. A bus goes about one mile on a fifth of a gallon of diesel, costing about one dollar to move **40** passengers. The San Francisco BART passenger rail car uses about 3.5 Kilowatt/Hour per mile costing about 35 cents to move **150** passengers. A fleet of Stadler Battery powered Passenger Cars (FLIRT) are in service in Germany which has proved to reduce carbon emissions. Battery or Hydrogen powered Rail cars could be used in the Northwest to reduce greenhouse gases. Regional Rail travel is faster than automobiles. Rail commuters would avoid tolls, bypass I-5 Bridge and the congested Rose Quarter as currently proposed by the Interstate Bridge Replacement Program. Tolling does little to reduce carbon emissions, while electric powered passenger rail cars have tremendous emission reduction.

Regional Passenger Rail system with only 34 foot wide right of way can move as many passengers per hour as an eight lane freeway and much cheaper to build than a freeway.



Comments to Vancouver Climate Action Committee

From Dave Rowe

Email : DLRowe1910@icloud.com

December 5, 2022

I live in Battle Ground Washington. I work in Lake Oswego and commute the 35 miles. I drive my car most work days which can take 55 minutes or as much as two hours one way. Before Covid-19 I rode C-TRAN commuter bus #105 to Portland and then Tri-Met bus #35 to Lake Oswego. That means I waste two to four hours of my day getting to and from work in traffic. It is more relaxing to take the bus. My job provides a wage of \$15.00 an hour currently. Average wage earners will find it hard to pay tolls.

WSDOT and ODOT are proposing tolling to reduce traffic on I-5 and I-205. Tolling will do little to reduce carbon emissions.

Both WSDOT and ODOT have historically been advocating automobiles as the focus of transportation in both states. Both transportation agencies need to look at better alternatives than auto traffic. Before the 1940's many citizens used rail transit to cross the Columbia River and travel throughout the Willamette Valley. *"The Northwest's Own Railway"* book written by Walter R. Grande, stated one and half million passengers travelled annually throughout the region by train from 1915 to 1920. Passenger rail trains travelling over the Interstate Bridge ended in the 1940's.

Using the existing rail corridors in the region would give citizens a more equitable travel option. Rail travel is more environmentally friendly. Using the rail corridor from Vancouver to Portland would provide a faster bypass for the I-5 bridge and I-5 Rose Quarter bottleneck.

Adding tolls will not make commuter travel faster or congestion less for most people. The environment deserves better alternatives. I have attached suggested existing rail corridors on which millions of people travelled in the last century. Train travel saves the environment and rail lines are less expensive to build than freeways.

Please tell ODOT and WSDOT to plan for future citizens not more twentieth century planning.

From: [Jean M. Avery](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comment for Dec. 5: YES for Climate Action Framework
Date: Saturday, December 3, 2022 12:57:02 PM

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

To Madam Mayor, Council members, and staff:

My name is Jean Avery, a resident of Vancouver. I would like to comment on the Climate Action Framework -- specifically on the Natural Systems and Water Resources section (pages 57-65).

I can relate to several of the groups mentioned: I have volunteered with Urban Forestry, The Watershed Alliance, the Water Resources Center, Vancouver Parks and Rec, and Vancouver Audubon.

I applaud the goals of increasing tree canopy -- with this request:

Please increase tree canopy on commercial properties beyond 15% (page 63)... and increase overall tree canopy beyond 28% (page 59).

I applaud the goals of "[retaining] mature canopy in existing and new developments" and "strengthen[ing] codes to prioritize tree preservation" (pages 62, 59). -- with this request:

Please codify preservation over restoration. Habitat restoration implies that damage has been done.

And, speaking of habitat, I see no mention of birds and their importance to our area.

Please include protection of birds and other wildlife within Natural Systems and Water Resources.

This is such an exciting milestone for Vancouver and the climate. The CAF represents years of work and combined efforts of many -- both within city government and in the community.

Congratulations, and please vote YES to adopt this plan.

Jean M. Avery
Vancouver

From: [OLIVIA RUECKER](#)
To: [City Council](#)
Cc: [KINLEIGH ACEVEDA](#)
Subject: Testimony for Dec. 5th Council Meeting
Date: Friday, December 2, 2022 5:15:14 PM

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

Dear esteemed councilors and mayor,

My name is Olivia Ruecker and I am a junior attending Columbia River High School. I wanted to offer my support for the Climate Action Framework plan that is soon to be evaluated by the council. As a member of the upcoming generation that is tasked with providing solutions for many of the climate problems, our world is currently struggling I was cautiously enthused when I heard that Vancouver had drafted a plan of action. It is crucial that everyone positively contributes towards offsetting global warming and the horrendous effects of climate change. I implore you to vote in support of this framework, it is past the time for discussion and ideas, what we need now is action. For actions are the only way one can effectively get the ball rolling so to speak. Vancouver may only be one city, however, if this framework were to be passed, that is one more city dedicated to fighting against the effects of global warming. I implore you to take action, if not now when? When will it be deemed proper to combat the unnatural forces destroying Earth? Who, if not our chosen representatives, will take up the fight for change? I sincerely hope you intend to see past the struggle and hard work it will take to implement a framework such as this, and instead focus on how you will be able to say you did not stand by while Mother Nature was left to decay. Instead, you fought to save that which gave you life.

Thank you for your consideration,
Olivia Ruecker

From: [KINLEIGH ACEVEDA](#)
To: [City Council](#)
Subject: Testimony for Dec. 5th Council Meeting
Date: Friday, December 2, 2022 5:44:16 PM

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

Dear City Council,

My name is Kinleigh Aceveda and I am a junior at Columbia River High School. I am aware that at the upcoming meeting on December 5th, you will decide whether or not to adopt the Climate Action Framework. Through this email, I hope to convince you to vote for implementing the Climate Action Framework. Throughout my years in school, I have come to understand that climate change has catastrophic effects that are even beginning to affect our own community through drought, heatwaves, and flooding. I am also in understanding that my generation is the next in line to discover ways to combat and reverse climate change. With this in mind, I wish to start here. Climate change will not be leaving any time soon and it is best to begin any plan to change it as soon as possible. By adopting the Climate Action Framework, Vancouver would not only be part of the first steps in saving the world, but also an important role model for other cities. I truly urge you all to vote in favor of the Climate Action Framework.

Thank you all for your time and consideration,
Kinleigh Aceveda

From: [Jean M. Avery](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comment for Dec. 5: YES for Climate Action Framework
Date: Saturday, December 3, 2022 12:57:03 PM

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

To Madam Mayor, Council members, and staff:

My name is Jean Avery, a resident of Vancouver. I would like to comment on the Climate Action Framework -- specifically on the Natural Systems and Water Resources section (pages 57-65).

I can relate to several of the groups mentioned: I have volunteered with Urban Forestry, The Watershed Alliance, the Water Resources Center, Vancouver Parks and Rec, and Vancouver Audubon.

I applaud the goals of increasing tree canopy -- with this request:

Please increase tree canopy on commercial properties beyond 15% (page 63)... and increase overall tree canopy beyond 28% (page 59).

I applaud the goals of "[retaining] mature canopy in existing and new developments" and "strengthen[ing] codes to prioritize tree preservation" (pages 62, 59). -- with this request:

Please codify preservation over restoration. Habitat restoration implies that damage has been done.

And, speaking of habitat, I see no mention of birds and their importance to our area.

Please include protection of birds and other wildlife within Natural Systems and Water Resources.

This is such an exciting milestone for Vancouver and the climate. The CAF represents years of work and combined efforts of many -- both within city government and in the community.

Congratulations, and please vote YES to adopt this plan.

Jean M. Avery
Vancouver

From: [Laura Toussaint](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Saturday, December 3, 2022 2:39:11 PM

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

Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework and support you passing it.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.

In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Laura Toussaint

[REDACTED]
Vancouver, WA 98683

From: [Susanne Holmberg](#)
To: [City Council](#)
Subject: Comments for December 5 Council Meeting
Date: Saturday, December 3, 2022 6:40:00 PM

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Good afternoon,

Thank you very much for your time and giving citizens the opportunity to share our opinion about the climate action plan that is currently being considered.

I have followed this topic for months and attended presentations by city staff on various occasions.

I encourage the council to remember that citizens prefer having a choice of energy sources. In fact, during one of the meetings I attended I specifically asked this question and was assured that it IS about adding, not eliminating choices.

We are dependent on reliable energy which cannot be attained by electricity alone. I love the natural gas I have at my house and would seriously consider a move if this option was to be taken away from me.

Decarbonization and electrification are not the same - and though decarbonization is an honorable goal, electrification cannot be the answer and the only path to get there.

Finally, the financial implications of this plan for "regular" citizens is unbearable,

Thank you for listening.

Susanne Holmberg.

From: [Charles Chappelle](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Sunday, December 4, 2022 11:36:22 AM

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

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Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Charles Chappelle

[REDACTED]
Vancouver, WA 98661

From: [Lori Benton](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Sunday, December 4, 2022 11:52:38 AM

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Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Lori Benton

[REDACTED]
Vancouver, WA 98683

From: [REDACTED]
Subject: [City Council](#)
Date: Comment on Climate Resolution Framework
Sunday, December 4, 2022 1:56:55 PM
Attachments: [Combined file re Climate final.pdf](#)

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City Council Member

City of Vancouver, Washington

3 December, 2022

Sirs,

While much work has gone into this report/ guidelines, for future development and guidelines, it appears to contain too many assumptions, and estimated data percentages. There are no Life Cycle Analysis (LCA) of said products that are to be transitioned to, seems to be as long as not in my backyard it is okay.

In that regard I would vote no, not to approve and would encourage you to also vote no.

Your definition of Clean Energy: **"Energy generated from recyclable sources without emitting greenhouse Gases"**

The above statement is vague, and since solar panels are **not** currently recyclable are they omitted along with windmill blades? But wait, since the source of generating energy must not emit green house gases are you stating that the manufacture and mining of all ingredients to said energy production is omitted? In calling them clean, that even though they might at end of life be a hazardous waste, or buried in a landfill it is okay to call it clean?

It makes assumptions and estimates on green house gas emissions, and nowhere does it state where we are today, in real numbers. Whose modeling data are you using?

I find that nowhere in the report do you address jobs for those whom live in Vancouver and work /earn a living elsewhere outside of the city limits. Nowhere do you provide jobs to all whom live/may live in Vancouver now and in future.

It is also evident in an idealistic way that the report shows windmills, yet those are not located within the city, further no mention of heavy industry to build such items, or mines to recover

the minerals and raw materials to build such items, are those green house gas emission included somewhere in your report.

It appears that it only looks at the city and not the cities impact on other communities and the impact of your actions well have on the them and Vancouver since we do not live in a bubble. Nowhere is there mention of recycling of this clean energy, technology within our city, and or storage sites for the massive batteries so that in the event of no wind or limited sun we can still have some sort of power, remember hydro is not green in the state of Washington as stated by those whom voted such but you seem to skirt this issue by saying clean.

It is sad that the report uses scare tactics to try and make points, when in geological terms it is what has happen for a very long time. (Please see attached docs). The other aspect that is omitted is the population in the world, since world population has increased from approximately 3 billion people to that of 8 billion since 1960. Since in fact Vancouver population per the 2020 census was 192,169 and to make math easier let's call it 200,000 we as a community are 0.0025% of the world's population, and we do not live under a bubble. Are the economic impacts of these actions sustainable?

Again, this report/ plan and or goals are based on assumptions, not taking all factors into considerations, do not approve.

TA

Steven Silvey

Vancouver, WA.

Attachment,

letter, comments, data,

City Council Member

City of Vancouver, Washington

3 December, 2022

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TA

Steven Silvey

Vancouver, WA.

Comments from report:

Page 5

Where are we today? Given this estimated assumed graph of data. Many items seemed based on assumptions, so no actual data?

Page 6

"Through a just transition, Vancouver will be a city that educates and trains its workers for careers in clean technology, renewable energy, and electric vehicles."

Who is it training, City workers, Citizens of the city. While not wishing to assume here it appears that this is a socialist statement if one reads between the lines.

"A City that Leads

Grounded in safety, equity, and climate action, Vancouver will be a leader in all we do. We will ensure that staff are knowledgeable and empowered to make sustainable decisions and there is adequate permanent funding to make our carbon-neutral, resilient vision a reality."

Nice goal but given current and past practices and interaction with city departments it appears that this goal is unachievable, since they do not wish to clean up past errors and ways, and continue to push their views onto parts of the city yet the unintended consequences are not reviewed and taken into consideration for new development and goals within this report.

100% Clean Energy

Vancouver will transition to 100% clean energy and significantly reduce per capita energy use.

So since one is using semantics here, what is clean energy, not necessary green from reading between the lines, as hydro is not green in Washington State but consider clean by your definition, but nuclear is also considered clean, so does it mean a transition to nuclear? Since solar panel are not recycled and constitute a hazardous waste (look to California for this) and windmill are currently being buried in landfills are these than not clean?

"Active, Electrified Transportation and Connected Neighborhoods

Residents will be able to reach their destinations safely, reliably, and efficiently, however they choose to travel. Zero-emission vehicles will be affordable, common, and easy to charge or fuel. Our neighborhoods will be walkable, mixed-use, and compact, with secure affordable housing for current residents. "

While a nice statement, if one looks at current city ordinances and planning and building department approvals, they fail, yet continue in this direction with narrower streets, less parking to no parking, yet no place to work within walking distance to support said home or living area. No considerations as to parking for doctors, homecare or services to units, and in some cases no parking for other than residence of unit so now no guests with convenient place to park.

Given health care likes to concentrate doctors and services and bus lines only want full lines, how is it convenient to take over an hour to get to an appointment, and then another to get back home. Further what is your definition of affordable, as I have yet to notice Vancouver building cars of any kind, and is this now a subsidy program or in other words tax those whom work to give to those whom do not.

Page 17

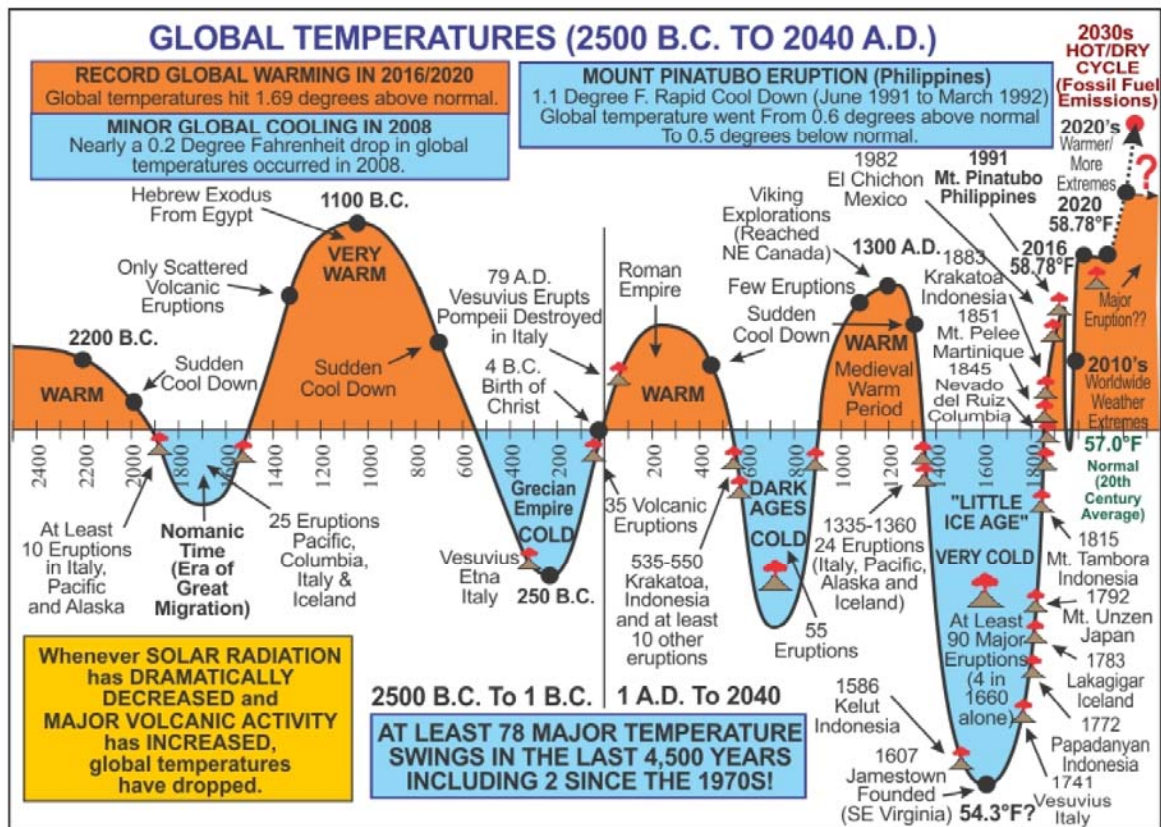
Photo of city

Nice picture of when we had a major fire in the gorge, cause by many factors not least mismanagement of forest itself.

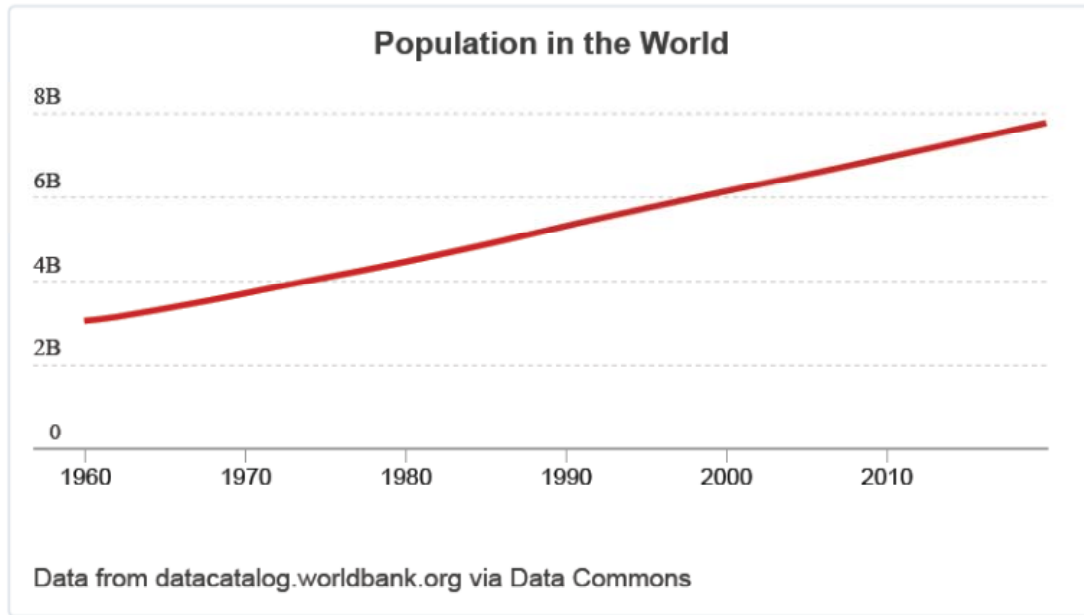
Global Temperature Trends From 2500 B.C. To 2040 A.D.

By Meteorologist Randy Mann

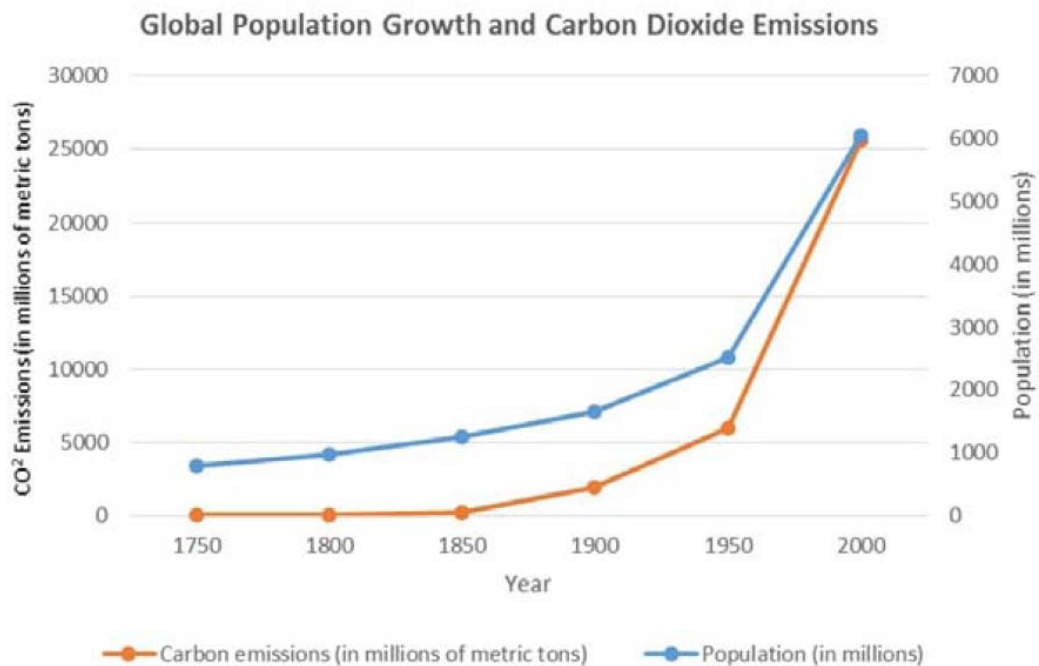
Chart Updated: January 10, 2021 and Article updated: May 5, 2022



Until late 2006, global temperatures were more than a degree Fahrenheit warmer when compared to the 20th Century average. From August of 2007 through February of 2008, the Earth's mean temperature dropped slightly to about a half-degree above the 20th Century average of 57 degrees. Since that time, land and ocean readings have rebounded to the highest levels in recorded history in 2016 with a temperature of 58.69 degrees Fahrenheit. As of early 2022, the average global temperature was 2.17 degrees above the average temperature, the 7th warmest in history.



So since approximately 1975 the world's population has doubled in numbers, and due to technology allowed mankind the world over to become more connected and wanted what each other has, thus leading to increase in demand for all goods and wants. Previous to this demand and population was in more of a steady state.



As can be seen in the above graph to only a world population of 6 billion people carbon emission seem to have followed population, thus a definitive metric to consider.

From: [HELEN OST](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Sunday, December 4, 2022 3:33:57 PM

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

Dear City Councilmembers Vancouver,

As a resident of the City of Vancouver, I am proud to be a part of a city that is addressing climate change through a Climate Action Framework.

I strongly support the Framework—including an equitable implementation of its strategies to build a resilient, green economy in Vancouver. The Climate Action Framework is bold, and it reflects a strong effort to gather community input.

The features of the plan that impress me most are:

- 1.) A new permanent website dedicated to climate action: Climate Action | City of Vancouver, Washington, USA with the documents for the CAF.
- 2.) A goal to achieve carbon-neutrality by 2040;
- 3.) Committing to increase walking, biking and transit;
- 4.) Transitioning to cleaner vehicles via electrification and other low-carbon fuels;
- 5.) Investing in energy efficiency, weatherization and low-carbon power for our buildings

Features of the plan that need improvements as the plan develops with time are:

- a.) Increasing tree canopy and improving natural systems
 - b.) Improving land use to concentrate growth and increase housing options using current tree canopy and natural systems.
 - c.) Increasing the tree canopy requirements for businesses.
 - d.) Measuring progress in ensuring equitable investment and engagement with overburdened communities;
 - e.) Establishing a transparent and public process to review and evaluate progress on the Framework; and,
 - f.) Prioritizing investments that achieve multiple benefits, supporting both community and natural systems to bolster the resiliency of the community.
- By including community involvement in the implementation and evaluation of this plan, it will improve with time.

Thank you for considering my comments, both those favorable, and those suggesting improvement.

Helen Ost

Regards,
HELEN OST
[REDACTED]
Vancouver, WA 98664

From: [Peter L. Fels](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Cc: [Cathryn Chudy](#); [Dan Serres](#); [Heidi Cody](#); [Don Steinke](#)
Subject: Climate Action Framework on City Council Agenda 12/5/2022
Date: Sunday, December 4, 2022 3:55:16 PM

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

RE: Climate Action Framework

Dear Mayor, Councilors and Staff,

As you know, along with many others, I've testified for several years asking you to adopt a Climate Action Plan. We are concerned for the sake of our children, grandchildren, other people and other creatures, about the future our planet faces as a result of human-caused climate change. I am happy to see the CAF on tonight's agenda.

The proposed Framework adopts many great ideas contributed by our environmental community. But the "Framework" is only as good as the outcomes that can result. We will continue to monitor City operations to assure these ideas are put into effect.

There are skeptics who don't believe we need to change our ways of doing things and others who believe it is all a United Nations or some other secret conspiracy. There are people and corporations who put their own immediate self interest before the needs of the planet, some who believe we can't afford to make the called-for changes and still others who just don't think we as individuals or as a City can make any difference.

The CAF requires collaboration from Clark Public Utilities, NWN, builders, developers, school districts, landlords, C-TRAN, business owners and many others to achieve the desired goal of GHG reduction. All of us need to remember we are citizens of this planet and we all need to do what we can to reduce pollution and environmental degradation. Our inaction falls hardest on people and animals that can least afford it, including many around the world who are already suffering and dying from climate related disasters, famine, disease and displacement.

I hope you won't allow the objections and obstruction of some people and businesses to keep you from meeting your goals. We *all* will need to make some changes to achieve the GHG reduction goals in this Framework.

In most cases, those changes will result in long term cost savings, new and better employment, safer and more comfortable homes, buildings and transportation, and a greener, more vibrant community. I applaud this Council's vision and leadership in getting to this point. I encourage you to vote yes. I am looking forward to seeing the plans adopted into new ordinances and procedures. I encourage the community to get behind you and collaborate as needed.

s/ Peter Fels
Vancouver

From: [Donna Cody](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Sunday, December 4, 2022 4:16:57 PM

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Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Donna Cody

[REDACTED]
Vancouver, WA 98664

From: [Robin Cody](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Sunday, December 4, 2022 4:18:55 PM

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[REDACTED]
Vancouver, WA 98664

From: [Robin Cody](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Sunday, December 4, 2022 4:25:21 PM

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Vancouver, WA 98664

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Subject: Please pass a strong climate framework!
Date: Sunday, December 4, 2022 4:25:44 PM

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Donna Cody

[REDACTED]
Vancouver, WA 98664

From: [Robin Cody](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Sunday, December 4, 2022 4:26:41 PM

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Vancouver, WA 98664

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To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Sunday, December 4, 2022 4:36:18 PM

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[REDACTED]
Vancouver, WA 98664

From: [Erin Stepanek](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Monday, December 5, 2022 7:50:11 AM

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

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Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Erin Stepanek

[REDACTED]
Vancouver, WA 98686

From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#); electmichellebelkot@gmail.com; [Harris, Rep. Paul](#)
Subject: Fwd: Miraculous Recovery of Hypoxemic COVID-19 Patients With Ivermectin
Date: Friday, December 2, 2022 10:28:58 PM

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

From: Wynn Grcich >
Date: Fri, Dec 2, 2022 at 10:26 PM
Subject: Fwd: Miraculous Recovery of Hypoxemic COVID-19 Patients With Ivermectin
To: Harris, Rep. Paul >
Please send this to the city councils and Dr. Melneck. Put this on public record and confirm that you did. thanks, Wynn

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

From: rcoones102 <>
Date: Fri, Dec 2, 2022 at 3:23 PM
Subject: Miraculous Recovery of Hypoxemic COVID-19 Patients With Ivermectin
To:

Miraculous Recovery of Hypoxemic COVID-19 Patients With Ivermectin

https://www.theepochtimes.com/health/miraculous-recovery-of-hypoxemic-covid-19-patients-with-ivermectin_4899987.html?src_src=News&src_cmp=breaking-2022-12-02-3&est=cZZlkvymEulzPq%2BGVu8peiZQvdwu6dvfglcbJYD2YvFiwaVa63VI5IRHNWJibw%3D%3D

The past three years have generated millions of case vignettes of patients with COVID-19 respiratory illness. The most dramatic cases include critically ill inpatients with severe hypoxemia despite maximum respiratory support.

By far, the most notable cases of survival have occurred with the administration of ivermectin. Former NIH researcher David Scheim, PhD, early in the pandemic proposed that SARS-CoV-2 Spike protein was acting like a grappling hook pulling together circulating red blood cells into long chains and clumps in a process called hemagglutination. This explained why the red blood cells could not carry oxygen normally and was congruent with the finding of micro blood clots in the lungs. Recently, Boschi et al have provided additional support for this mechanism.[i] In a spectacular publication, Stone et al, describes the prompt improvement of oxygenation in patients with ivermectin.[ii]

Sent with [Proton Mail](#) secure email.

From: Wynn Grich
To: Harris, Rep. Paul; Dollar, Sarah; Rebecca Messinger; electromichellebelkot@gmail.com
Subject: Fwd: New Large-Scale Study Finds Fluoridation To Have Negligable Effect
Date: Saturday, December 3, 2022 12:53:00 AM

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

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

From: **Fluoride Action Network** <[REDACTED]>
Date: Fri, Dec 2, 2022 at 8:03 AM
Subject: New Large-Scale Study Finds Fluoridation To Have Negligable Effect
To: [REDACTED] >

Please give to the council members and Dr. Melneck. Put this on public record for the next council meeting. Confirm that you did this. Thanks, Wynn

Image



FUNDRAISING UPDATE:

Yesterday we received a lot of support and we're very appreciative. Your contributions gave us a first day total of **\$6,070 from 28 donors** on our way to our goal of raising **\$180,000 from 1000 donors** by midnight on December 31st.

MORE GOOD NEWS: we have our first doubling-pledge from what we call a "super angel." He has agreed to **double the next \$1000 donated** to help give us a strong start.

Thank you to all who have made a donation towards our work in 2023, and all who have supported us from the beginning. Please keep sharing our bulletins with others in your network who may support our cause. Let them know, either by email or on social media, that you donated and urge them to do the same. This is the quickest and easiest way to exponentially increase our reach and impact!

[CLICK HERE to Support Our Work With A Tax Deductible Donation](#)
Online Or By Check

Major UK Fluoridation Study Finds Much Small Benefits And Much Higher Costs Than Prior Claims

--Even the modest Benefits likely exaggerated by study biases.

--Costs much higher than previously claimed.

Dear Wynn:

The final published report of a large 10-year fluoridation study in the northwest of England, called the CATFISH study, has concluded that fluoridation's effects on tooth decay in children are "very modest" and "much smaller than previous studies have reported" [Goodwin 2022]. In England, this long-awaited study was funded by the fluoridation-promoting national health authorities who apparently hoped it would underpin efforts by the government to extend fluoridation to all of England. Fluoridation currently is only imposed on 10% of the population, a proportion that has not increased in 30 years. Instead of supporting more fluoridation, the results of the CATFISH study are a strong blow against it.

[The report](#) concludes:

"The 4% difference we found may not be large enough to convince communities to support water fluoridation schemes. Other ways of preventing tooth decay may be better now that use of fluoride toothpaste is so common and levels of tooth decay are much lower than they were 40 years ago."



The study compared children from two parts of [Cumbria](#), one with artificial fluoridation (averaging about 0.9 mg/L), and the other without. Five year olds with fluoridation since birth had only about [0.3 fewer cavities](#) or fillings in their baby teeth than the non-fluoridated children. [Only 4% fewer](#) were caries-free. For permanent teeth in 11 year olds, the difference in cavities or fillings was even lower, with only about [0.2 fewer](#) in those with fluoridation from age 5 to 11, compared to non-fluoridated children who never had fluoridation. The meager benefit in permanent teeth resulted in [only 3% fewer](#) caries-free children among the 11 year olds. The study also failed to show any significant extra reduction in caries for deprived children, so fluoridation did not reduce disparities.

The study has been touted as the most up-to-date evaluation of the effectiveness of water fluoridation. It was intended to fill the gaping evidence gap that was revealed by the two strongest systematic reviews to date, the [York Review](#) of 2000 and the [Cochrane Review](#) of 2015. Both those reviews concluded that despite claims of fluoridation promoters, existing studies

were of relatively [low quality](#) and were at high risk of bias. Furthermore, the studies were almost all prior to the mid 1970s, before fluoride toothpaste use became common. Dental researchers [concur](#) that fluoride toothpaste likely played the largest role in [the steady decline of tooth decay](#) in all developed countries over the last 50 years, because most countries have not been fluoridated.

Besides finding only very modest benefits on average, the CATFISH study results also undermine the claim of fluoridation proponents that fluoridation helps poor children the most. The study found no significantly better results in the most deprived compared to the least deprived children. Fluoridation proponents sometimes make the paternalistic argument that poorer children do not use fluoridated toothpaste as much as wealthier children and therefore need fluoridation which doesn't require any effort from the children. The CATFISH study undermines this argument two ways: by finding no greater benefit in the poorest children and by finding they [brushed their teeth as much](#) as wealthier children.

An economic evaluation was also done for the study, and despite overly optimistic assumptions, found a return on investment (ROI) that was a tiny fraction of what has long been claimed for fluoridation. The ROI was 1/5th what Public Health England [claimed](#) for fluoridation in 2016 when PHE launched its current push to expand fluoridation to all of England. The ROI is also below that for the [ChildSmile](#) program in Scotland, which is a program of supervised toothbrushing in preschools, initiated because Scotland had effectively banned fluoridation in 1983.

The probability that fluoridation in Cumbria produced a net economic benefit at all is also in doubt, with the paper estimating there was only a 68% probability that it produced a net benefit for those 0-12 years old, which means there was conversely a 32% probability that the program suffered a net economic loss.

Even with the dismal caries and economic benefits, which bring serious doubt as to whether there are any grounds to try to expand fluoridation, the conclusion is even dimmer when the serious biases of the study are taken into account. The economic evaluation assumed there were no costs from dental fluorosis or lost IQ, both very costly adverse effects of fluoridation with [strong supporting scientific evidence](#). Even before the economic evaluation, the study appears to be seriously confounded because the fluoridated group had a much higher proportion of high income families ([40%](#)) than the non-fluoridated ([17%](#)), yet income was never adjusted for in any analyses. The small dental and economic benefits found in the study may have actually been due to the disproportionate number of wealthy families in the fluoridated area who enrolled their children compared to in the non-fluoridated area, since it is well documented that wealthier groups have lower tooth decay rates.

Instead of adjusting for income, which was measured at the individual level, the study adjusted for deprivation, which was a group-level or ecological measure. The group-level deprivation scores did not differ greatly between the fluoridated and non-fluoridated groups, so adjusting for deprivation would not remove the confounding by income. It appears the CATFISH study fell prey to the [ecological fallacy](#), leading to an overestimate of benefits.

The CATFISH study found, at best, marginal dental and economic benefits. Instead of laying the foundation for the push to expand fluoridation in England, it should be the final wrecking ball for the [house-of-cards](#) of weak arguments that dental interests have promoted to try to sell fluoridation.

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

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From: [Wynn Grich](#)
To: [Harris, Rep. Paul](#); electmichellebelkot@gmail.com; [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Fwd: Fluoridation Weekly Review
Date: Sunday, December 4, 2022 11:46:48 AM

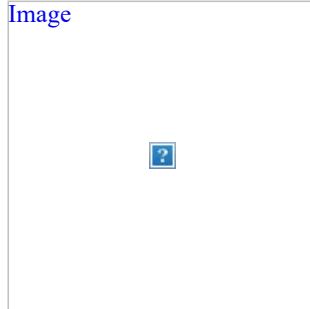
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----- Forwarded message -----

From: **Fluoride Action Network** [REDACTED] >
Date: Sun, Dec 4, 2022 at 5:37 AM
Subject: Fluoridation Weekly Review
you did.
Thanks Wynn
To: [REDACTED] >

Please give to the council members and Melneck. Please conform that

[Image](#)



Image

Fundraising Update

Since Friday, we've raised **\$1,070** from **13 supporters**. Adding in the \$1,000 doubling-pledge from a "super-angel," we now have a total of **\$8,140** from **42 donors**. THANK YOU!

Please help FAN continue to share, promote, archive, and generate fluoridation news and research. Your support makes it possible to send out press releases to educate journalists, to have an email database to keep supporters informed, to produce informative videos, and to write regular newsletters featuring scientific analysis, advocacy alerts, news, and legal updates.

[Read More & Make A Donation](#)

Image



Image



Male Reproductive Cells Harmed By Low Levels of Fluoride

Isolated mouse Leydig cells, the male reproductive cells that produce testosterone, when grown in the presence of fluoride at a level found in some drinking water, experienced a decline in the production of testosterone, according to a new report from Istanbul University.

[Read More](#)

Australian Baby Foods High In Fluoride

A study of nearly 400 solid and liquid ready-to-eat (RTE) baby foods in Australia has found that most contain high levels of fluoride.

The report, published October 28 in the *International Journal of Environmental Research and Public Health*, states, "In general, we found the fluoride content in most of the collected samples from Australian markets to be high and may therefore carry a risk of dental fluorosis."

[Read More](#)

Image



Image



Short Supply Of Fluoridation Chemicals Sparks Concern For Informed Decisions

As the supply of sodium fluoride used in water fluoridation schemes diminishes in cities across the U.S., some public officials want their citizens to be fully informed in making their dental decision.

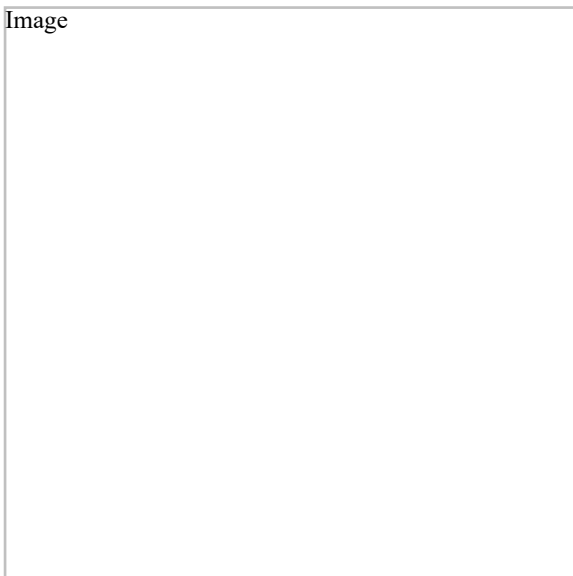
[Read More](#)

Alzheimer Drug May Protect Against Fluoride's Neurotoxicity

A drug that is viewed as a possible therapy for Alzheimer's disease and other neurological disorders has demonstrated the ability to hinder the neurotoxic effect of fluoride in cell cultures.

[Read More](#)

Image



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Archived Reviews

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

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[Unsubscribe](#)



From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#); [Harris, Rep. Paul](#); [REDACTED]
Subject: died suddenly
Date: Sunday, December 4, 2022 10:15:31 PM

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

<https://rumble.com/v1wac7i-world-premier-died-suddenly.html>

Give this video to the city council members and Dr. Melneck. Confirm that you did.

Thanks

Wynn

From: [City Council](#)
To: [Dollar, Sarah](#)
Subject: FW: Scanned image from Fort Vancouver Regional Library
Date: Monday, December 5, 2022 8:14:26 AM
Attachments: [FVRL 20221202 161344.pdf](#)

Written comment for 12/5/22 Council.

Amanda Delapena

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

From: no-reply@fvrl.org <no-reply@fvrl.org>
Sent: Friday, December 2, 2022 4:14 PM
To: City Council <council@cityofvancouver.us>
Subject: Scanned image from Fort Vancouver Regional Library

[You don't often get email from no-reply@fvrl.org. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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

Reply to: FVRL Public Copier <no-reply@fvrl.org> Device Name: LC Public Copier Device Model: BP-70C31
Location: LC

File Format: PDF MMR(G4)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.

December 2, 2022 a Friday

This letter is to be given to all Vancouver City Council members including the mayor and City manager. I also want it put on Public Records for the upcoming VCC meeting on December 5th, '22.

I am enclosing copies of upcoming VCC meeting of Dec. 5th's agenda of "Approval of Minutes." You will be passing two sets of Minutes ~ October 24, 2022 and November 7, 2022. I noticed that on October 24th's minutes, there is no record of Me giving the stack of ICLEI information to the Record !!!!!!! I want a written reason why they were not put on Public Record under the October 24th date that they were submitted.

They were however put on Record on November 7th's minutes !!!!!!!

So when I Spoke at the Community Forum of October 24th and told the PUBLIC that the ICLEI documents will be put on Public Record, as I did; why are the documentations not there for October 24, 2022 ???!!!!??? Will The Public Citizens think I've given false information ? I'm concerned as to what They think if They went to the minutes of October 24th and there were no ICLEI documents as I stated !!!

I need a written reason as to why this happened. Do take note however, that on November 7th's minutes, the ICLEI documentation I put on Public Record on October 24th is there. I'm sending copies of what I'm talking about, taking note that the continuation in pages shows that immediately after 'Adjournment', PUBLIC RECORDS follows promptly for November 7th; but not on October 24th minutes when they were actually put on Record.

I am on Record stating this un-Ethical, purposeful, non-transparent practice that this council partake and probably directed to staff to commit; are evasive and undermine Truth and Transparency to The Citizens during these evil days of an inhumane transition by one world order elitists; which you follow.

I will also remind this council that October 24, 2022 was the day mayor Ogle overstepped her position as an elected official; and I plan to let it be made well known. As I watch the video of said VCC meeting, it angers Me when I see 'men' such as Eric Holmes and Jonathan Young just sit there when a Woman is being unduly manhandled, with force I might add, right in front of them. Shame on them, shame on the whole council. Enlightenment and Truth WILL come out of this and that is the Day I look forward to; as I Serve God and do Good not evil the rest of My days Amen.

And it wasn't a surprise at all that the council packed together last week and see's no problem with what the mayor and her gastapo police officer did to Me. I wait. I can also say this. As I left the second floor to walk down the stairs outside of chambers; here comes the mayor full of glee and a large smile as she came out of her door. Council made her very happy to protect her from the harmed Citizen, Me, and the Hearings Examiner. Humans are so funny at times in their behavior.

Romans 8:28

28 And We know that all things work together for Good to Those who Love God, to Those who are Called according to His Purpose.

29 For whom He foreknew, He also predestined to be conformed to the image of His Son, that He might be the firstborn among many Brethren.

30 Moreover whom He predestined, these He also called; whom He called, these He also justified, and whom He justified, these He also Glorified.

31 What then shall We say to these things ? If God is for US, who can be against US.

In waiting ~ Kimberlee Elbon and AMEN.

I also want to say that there was no mention of Citizens that were against the COMMUNITY FORUM PILOT SERIES instigated this year in June, July and August. NO MENTION at all; but plenty for the Public to read of how great it was and how valuable. Those very People WILL wake up soon and see that this Local Government is socialistic and want People to comply to them, not the other way around as it should be. They WILL wake up. So I'm not for any Pilot Series of any sort that takes US away from the very building TAX dollars pay for ~ The Vancouver City Hall. I would be ok possibly with this (IF) CV-TV Will RECORD all minutes !!! What this council did this year pertaining to this Pilot, in My opinion, was Criminal, unjust and definitely NOT TRANSPARENT !!! This council DID NOT answer questions from Citizens that I know. You simply didn't answer. What is a FREE PEOPLE to do with that ?!?!? RULE over the PEOPLE and WE will be ok with that. NOT ON MY WATCH

*also take note, that many 'positive' remarks
on record - were all the same wording!
Probably Robo-citizens!!!*

Anne McEnerny-Ogle, Mayor

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

copy

October 24, 2022

minutes

WORKSHOPS

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

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

*View the CVTV video recording, including presentations and discussion, for workshops at:
https://www.cvtv.org/vid_link/35105?startStreamAt=0&stopStreamAt=4948*

4:00 - 6:00 pm 2023-24 Biennial Budget

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

Summary

Staff led Council through a discussion of the 2023-2024 Biennial Budget.

**EXECUTIVE SESSION re: City Manager Performance Evaluation
(30 minutes)**

Operationally, the City of Vancouver has transitioned along with statewide orders, and encourages the use of face masks, and hygiene protocols such as hand washing, use of hand sanitizer and physical distancing within its public spaces and worksites. These practices have been integrated within City public spaces and work sites. Hybrid public meetings, which have been implemented, are now a standard practice, which allows for broader civic engagement.

Request: Adopt a resolution terminating the City of Vancouver's declared state of emergency for the COVID-19 Pandemic, and termination of Emergency Order 2020-01: Declaration of Civil Emergency; termination of Emergency Order 3030-14, Section 4: Extension of Specified Temporary Employment Policies; and termination of Emergency Order 2020-17: City Manager's Emergency Purchasing Authority and Emergency Budget Authority effective October 31, 2022.

*Lisa Brandl, Deputy City Manager, 360-487-8600;
Geraldene Moyle, General Services Director, 360-487-8633*

Motion by Councilmember Stober, seconded by Councilmember Perez, and approved unanimously to adopt Resolution M-4195.

Community Forum

Mayor McEnerny-Ogle opened the Community Forum and received testimony from the following community members:

- Kimberlee Elbon, La Center, WA

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

Adjournment

7:07 p.m.

*WHERE ARE
THE
documents!*

Anne McEnerny-Ogle, Mayor

Attest:

—

Anne McEnery-Ogle, Mayor

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

November 7, 2022

WORKSHOPS

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

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

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

https://www.cvtv.org/vid_link/35127?startStreamAt=0&stopStreamAt=5762

4:00-5:00 p.m. 2023 Washington State Legislative Agenda

Aaron Lande, Program and Policy Manager, 360-487-8612; Brian Enslow, Arbutus Consulting

Summary

Staff led Council through a discussion of the 2023 Washington State Legislative Agenda.

Councilmember Fox was absent for the 2023 Washington State Legislative Agenda Workshop.

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

- Kimberlee Elbon, La Center, WA
- Albert Schlotfeldt, Vancouver
- Terry Phillips, Vancouver
- Katherine Whitney, Vancouver
- James Couch, Vancouver
- Kenneth Williams, Vancouver
- Nancy Schultz, Vancouver
- Thomas Phelan, Vancouver
- Leah Perkel, Vancouver
- Ron Fredericksen, Vancouver
- Tiffany Couch, Vancouver
- Holly Williams, Vancouver
- Tatum Dwyre-Seitz, Vancouver
- Michael Walker, Vancouver
- Peter Bracchi, Vancouver
- Monica Zazueta, Vancouver
- Linda Glover, Vancouver
- Adam Kravitz, Vancouver

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

Council discussed the Item with staff at length.

Motion by Mayor McEnerny-Ogle, seconded by Councilmember Paulsen, and carried 5-2, to direct City staff to resume processing the potential Safe Stay Community 3 location. Councilmembers Fox and Hansen voted No.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

SE 34th Street Safety and Mobility Project Proposed Final Design

Emily Benoit, Senior Planner, provided an update regarding the SE 34th Street Safety and Mobility Project Proposal Final.

Climate Strategies Review

Rebecca Small, Senior Policy Analyst, provided an update regarding Climate Strategies Review.

Adjournment

10:02 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

8

STAHANCYK, KENT & HOOK P.C.

Attorneys at Law

Portland Office

2400 SW 4th Avenue
Portland, Oregon 97201
Telephone: (503) 222-9115
Facsimile: (503) 222-4037

Vancouver Office

400 West 11th Street
Vancouver, Washington 98660
Telephone: (360) 750-9115
Facsimile: (360) 750-7453

Astoria Office

552 Commercial Street
Astoria, Oregon 97103
Telephone: (503) 325-9115
Facsimile: (503) 325-9117



www.stahancyk.com

Bend Office

158 NE Greenwood Avenue, Suite 1
Bend, Oregon 97701
Telephone: (541) 318-9115
Facsimile: (541) 318-9116

Prineville Office

105 SW Beaver Street
Prineville, Oregon 97754
Telephone: (541) 447-9115
Facsimile: (541) 416-0798

Eugene Office

834 Pearl Street
Eugene, Oregon 97401
Telephone: (541) 743-9115
Facsimile: (541) 318-9116

Via Email

October 28, 2022

Eric Holmes
City of Vancouver City Manager
City Hall
415 W. 6th Street, 2nd Floor
Vancouver, WA 98660
Eric.holmes@cityofvancouver.us

Re: Proposed SSC#3 415 W 11th Street, Vancouver, WA 98660

Dear Eric:

In regard to the above- noted matter, please find enclosed herewith Written Testimony of Joel Ken on Behalf of Second Empire, LLC.

Very truly yours,

 for :

Joel Kent

MLP/abs

Enclosure

Cc: Lon Pluckhahn Pluckhahn, Lon.Pluckhahn@cityofvancouver.us
Jamie Spinelli Jamie.Spinelli@cityofvancouver.us
Tyler Chavers Tyler.Chavers@cityofvancouver.us
Kerry Peck Kerry.Peck@cityofvancouver.us

1
2
3
4
5
6
7 **REGARDING:**

8 **Stay Safe Community No. 3: 415 W. 11th**
9 **Street, Vancouver, WA 98660**

WRITTEN TESTIMONY OF JOEL KENT
ON BEHALF OF SECOND EMPIRE, LLC

10 **Comment Period Closing October 28, 2022**
11

12 I, Joel Kent, submit the following testimony as owner and representative of Second
13 Empire, LLC the owner of the Charles Brown House at 400 West 11th St. Vancouver,
14 Washington, 98660 situated almost directly across from the proposed location for the Stay Safe
15 Community No. 3("SSC3") at 415 W. 11th St. (the "Proposed Location.").

16 Second Empire, LLC has reviewed the concerns and legal argument set forth by Mr.
17 Schlotfeldt in the *Written Testimony of Albert F. Schlotfeldt on Behalf of the Riverview Tower,*
18 *LLC.* Second Empire, as a local property owner as well as the tenant, Stahancyk, Kent and Hook
19 P.C which operates out of the Charles Brown House have many similar concerns which, despite
20 discussions, remain unanswered.

21 We believe that this process has been rushed, public engagement is less than ideal,
22 especially for a downtown project on private property.
23

1 We support the concept of the SafeStay community and it appears to be a promising tool
2 to assist those in need. Although the service may be needed, the proposed location for SSC3, if
3 not unlawful, is certainly ill advised. Are the property owners aware of potential liability that
4 they may be subjected to? Why has there not been any economic impact study for the placement
5 of this SSC3? The proposed location is antithetical to the efforts to renew and restore our historic
6 building and the downtown in total.

7 We respect the private property owners' desires, but insist that the required regulatory
8 processes for this temporary use are complied with fully. We understand though, that none of
9 this regulatory process has even begun, and that neither party, the property owner or the City are
10 bound by the initial agreement.

11 Given all available information, we would ask that the City suspend making any
12 decisions and direct staff to form a task force to actively pursue other candidate
13 properties. Additionally, we would ask that all operational and enforcement procedures and
14 regulatory processes be published and be a part of ultimate Council approval.

15 Additionally, before any decisions are made, we believe that the master plan for this area
16 that improves public safety, and minimizes crime be explained and published.

17 I declare under penalty of perjury under the laws of the state of Washington that the facts
18 I have provided on this form are true.

19
20 DATED: October 28, 2022.

21
22 
23 JOEL J. KENT (WSBA#26134/OSBA#963262)
Executed in Bend, Oregon

From: [LAUREL SCHULBACH](#)
To: [City Council](#)
Cc: [KINLEIGH ACEVEDA](#)
Subject: Testimony for Dec. 5th Council Meeting
Date: Friday, December 2, 2022 4:42:18 PM

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

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

Hello,

I'm Laurel Schulbach, a junior at Columbia River High School. From my understanding, the City Council will decide whether or not the Climate Action Framework should be adopted at the December 5th meeting.

I would strongly urge the City Council to adopt the Climate Action Framework. Personally, I am extremely worried about climate change. I remember learning about it during elementary school and feeling hopeless and afraid for the future; and as I've grown older, these feelings have only become stronger— especially as we are starting to see the effects of climate change not only world wide, but within our region. The heatwaves and escalating amount of wildfires our area is experiencing are a result of climate change, and it is negatively impacting wildlife, the local ecosystem, and even many people within our community.

Hearing about the Climate Action Framework made me feel hopeful for the future. I was ecstatic to hear that my own city has the potential to create so much positive impact. Adopting the Climate Action Framework would be a huge step towards doing our part as a city to fight against climate change, and it would also help community members who have been affected by climate change. Additionally, The Climate Action Framework is one of the best, if not the best, plan to fight climate change I have seen proposed in a U.S. city— I am certain that by implementing this, Vancouver will be an inspiration to many other cities within the U.S. to take a stand against climate change.

I hope you consider voting for the Climate Action Framework.
Thank you for your time,
Laurel Schulbach

From: [Sydney](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Monday, December 5, 2022 12:40:25 PM

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



City Council Contact Form

Submitted date: Monday, December 5, 2022 - 12:40pm

Contact Information

First name:

Sydney

Last name:

Brahmavar

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98664

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

I unequivocally support the cities, climate, action framework. As a climate, scientist and climate instructor at Clark College, I'm using this framework to show my students what city government can accomplish. It is an incredible framework, and will strengthen our community in a myriad of ways, including supporting small businesses. This is the most comprehensive well thought out climate plan being proposed nationwide. I cannot say enough good things about it, and hope it has your unequivocal support.

Upload a file:

From: [Wade](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Monday, December 5, 2022 12:05:19 PM

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City Council Contact Form

Submitted date: Monday, December 5, 2022 - 12:05pm

Contact Information

First name:

Wade

Last name:

Faber

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98664

Inquiry Information

Subject:

Comment on an upcoming Council agenda item

Recipient:

All of Council

Message:

After browsing through the available pdf for the cities "climate action framework " I becomes immediately apparent that one of two things are behind this . Either 1) the council is staffed by gullible and misguided activists, or 2) the council believes that the city is populated by imbeciles. This agenda does little more than establish the foundation for cap and trade tax directly on the population and increase by multitudes the possibility of corruption and self enrichment for the council.

This directive must be thrown out, in whole

Upload a file:

From: [Noelle](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Monday, December 5, 2022 12:02:07 PM
Attachments: [cov_caf_public_comment.pdf](#)

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City Council Contact Form

Submitted date: Monday, December 5, 2022 - 12:01pm

Contact Information

First name:

Noelle

Last name:

Lovern

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98663

Inquiry Information

Subject:

Comment on an upcoming Council agenda item

Recipient:

All of Council

Message:

Thank you for the opportunity to comment the CAF. Please feel free to contact me with any questions.

Upload a file:

[cov_caf_public_comment.pdf](#)



103 E 29th St.
Vancouver, WA 98663

Tel: 360-694-0933
www.biaofclarkcounty.org



December 5, 2022

Mayor Anne McEnergy-Ogle
Mayor Pro-Tem Ty Stober
Vancouver City Councilors
City Manager Eric Holmes
City of Vancouver
PO Box 1995
Vancouver, WA 98668

Public Comment: Climate Action Framework

Dear Mayor McEnergy-Ogle, Mayor Pro-Tem Ty Stober, City Councilors & Staff:

On behalf of the Building Industry Association of Clark County (BIA) and our more than 750 business members, we would like to thank you for the opportunity to share our comments relating to the proposed Climate Action Framework (CAF).

The BIA recognizes the incredible undertaking it has been for staff and Council to develop the CAF to this point. As we look beyond this phase of CAF development, we must consider the City of Vancouver's stated priority of equity in relation to each proposed Action. When considering wholesale policy and cultural shifts, it is imperative to evaluate the human costs.

New programs, innovations, and technologies like those associated with the CAF come with a price tag. Whether it is the recently approved business surcharge, increased impact fees, or the cost of mandated innovations within the CAF, businesses absorbing those costs will pass them on to their consumers. Our industry's consumers include the community members living and working in Vancouver.

The BIA's member businesses bear the burden and blessing of providing homes for this City's residents. However, daily, we face the stark reality of the housing affordability crisis and the urgency to find solutions. When only 16 percent of residents in Clark County can afford to buy a home at the median sale price, we have a market issue. When developers cannot build homes and multifamily housing at affordable prices, we have a people issue. Rising home prices not only affect homebuyers, but it's also exacerbating the homeless crisis.

A recent study conducted by the NAHB (National Association of Home Builders) showed that for every \$1000 added to the price of a new home, 2,182 Washington households are priced out from purchasing a home at the median sale price. While the study does not have numbers specific to the City of Vancouver, it is safe to say

that housing affordability is a problem for local homebuyers too. As this Council and City staff consider the cost of implementing each of the Actions within the CAF, there must be a renewed commitment to addressing the inequity created by the housing affordability crisis.

It is well known that homeownership is the most effective pathway out of generational poverty. Drilling this down to the human costs, households earning median incomes of \$80,000 annually, are saddled with the daunting task of finding adequate homes with sale prices from \$200,000 to \$320,000. In this price range, stock is minimal, deferred maintenance can be cost prohibitive, and competition to purchase is very high. It is nearly impossible to imagine that starter homes come with a price tag averaging in the \$300,000 range.

If homeownership is unattainable, then the rental market will need to support our working families. Over the past decade, rents have doubled, and wages have not kept pace with a meager increase of less than 20 percent. In the Metro area, there are only enough affordable housing units to house 43 percent of low-income households seeking to rent (much lower than the national average at 58 percent). These dynamics are forcing families out of the market and many into houselessness.

It is important to note that our industry believes that communities must have clean and sustainable infrastructure to thrive. It is equally important to balance the need for carbon reduction with the need to house our families, neighbors, and workforce. Our industry is built on a passion for strong families, communities, and economies which have their foundation in homeownership.

We all have a part to play in providing safe and affordable housing for our communities. We also understand there is much work ahead for all of us if we are to reach Vancouver's GHG reductions and carbon neutrality goals. We appreciate the invitation to participate as a stated partner in further development of Building and Energy Action(s) #13 and #14 of the CAF.

As is clear with any program, especially one of this magnitude, collaboration and partnership provides the best opportunity for success. The BIA is committed to participating wholeheartedly in helping shape the policies and processes that will support successful implementation of Vancouver's CAF and prioritizes equity within our community. To that end, we recommend inclusion as partners in several other Actions in the CAF (list is included as an addendum).

The BIA is always available for consultation and as a resource for better policy making and implementation. Thank you for your time in advance.

Sincerely,

Noelle Lovern

Government Affairs Director

Please consider including the BIA as a partner in shaping the following Actions as they greatly impact our industry:

Equity & Green Economy

Action #9 Air Conditioning & Filtration Retrofits
Action #11 Small Business Restructuring
Action #13 Support for Repair Industries
Action #15 Green Workforce Development
Action #17 Community-led Green Economy Prioritization

Buildings & Energy

Action #8 Green Building Policy (private sector)
Action #11 Home Electrification Incentives (existing homes)
Action #16 Contractor Training for Electric Transition

Transportation & Land Use

Action #1 Mixed-use, Transit-oriented Development
Action #2 Sustainable Neighborhood-scale Development
Action #3 Diversified Housing Options
Action #4 Concentrated Development Along Retail and Commercial Corridors
Action #5 Parking Management Plan

Natural Systems & Water Resources

Action #2 Native & Climate-resilient Planting in Private Projects
Action #4 Carbon Sequestration on Public Lands
Action #5 Carbon Sequestration on Private Lands
Action #6 Critical Areas Code Enforcement
Action #7 Habitat Restoration for New Development
Action #9 Community Water Conservation

From: [Meridian Green](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Monday, December 5, 2022 11:37:54 AM

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

Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework and support you passing it.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.

In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Meridian Green

[REDACTED]
Vancouver, WA 98664

From: [Cheryl Speer](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Monday, December 5, 2022 11:03:00 AM

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Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework and support you passing it.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.

In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Cheryl Speer

[REDACTED]
Camas, WA 98607

From: [Nancy Gleim](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Monday, December 5, 2022 10:59:03 AM

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Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework and support you passing it.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.

In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Nancy Gleim

[REDACTED]
Vancouver, WA 98664

From: [Danielle Friedenberg](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Monday, December 5, 2022 10:38:25 AM

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Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework and support you passing it.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.

In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Danielle Friedenberg
[REDACTED]
Vancouver, WA 98661

From: adonnelly7@comcast.net
To: [City Council](#)
Subject: Testimony for Dec 5 Meeting - Resolution to Adopt Climate Action Framework
Date: Monday, December 5, 2022 10:22:54 AM
Attachments: [Donnelly testimony for Dec 5 City of Vanc Climate.pdf](#)

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Thank you very much for including these comments into the record.

Ann T. Donnelly, Ph.D

[REDACTED]

Vancouver WA 98661

[REDACTED]

Donnelly Testimony – Climate Action Framework – Dec 5, 2022

I am Ann Donnelly, a resident of the Vancouver Heights since 1988. In my profession as energy analyst, I have assisted utilities, cities, and energy consumers to plan their energy supplies and quantify their risks. One common theme for utilities is the importance of reliability. With a monopoly franchise goes the preeminent obligation to be reliable, while also remaining affordable to the average rate payer. To do so, the more sources of energy you have, the more reliable and affordable. With only one source, that source is going to be expensive and possibly not reliable.

I have serious misgivings about adopting a course of action – the Climate Action Framework – that commits the City and its residents to spending an estimated \$151 million through 2040 on a complex many faceted program to decarbonize our communities. A looming issue is that we have no way of knowing that the climate will equivalently improve when all those transformative steps are taken and all the money is spent.

The estimated costs of the 13 key actions are tabulated on the final page of the Framework document. The four highest cost items are \$32 million for home electrification, \$25 million for contractor training for the electric transition, \$34 million for the EV infrastructure, and \$25 million for electric vehicle advocacy and education. Clearly, we Vancouver residents are spending more than \$100 million to add more electricity demand and subtract natural gas demand.

Yet the costs shown here on Page 82 do not include the rate increases for electricity and possibly for the remaining natural gas service that will doubtless occur under the envisioned transition. On the electricity side, you can't pile new load on to Clark PUD without hurting reliability or adding new baseload capacity resources, and to do so you will need new capital expenditures and new transmission. Clark PUD just acquired a small hydro resource, but how much more hydro capacity is there? Not much. Renewables such as solar and wind will not provide the needed reliability.

On the natural gas side, you can't pay customers to leave the natural gas system and electrify without unintended rate consequences for those remaining gas customers like many of our large businesses who use a lot of natural gas in their processes and can't switch. If our gas utility, Northwest Natural, sees customers being paid to get off their system, they will have to spread their fixed costs over fewer customers, possibly increasing rates to important remaining customers. That risk has not been assessed.

The costs shown on Page 82 do not correctly include the costs to new construction that has to comply with new regulations as to the types of heating/cooling equipment that can be used. We heard testimony from Ron Frederickson on Nov 21 that a company considering moving to Vancouver estimated the cost of complying with the coming new regulations as to electric vs gas at \$10 million initially, and the additional operating costs are \$6 million a year. Vancouver evidently lost that opportunity and the 100 jobs due to these additional costs.

How many more growth opportunities and tax base will this Climate Action Framework lose for us? And for what outcome?

From: [Farleigh Winters](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Monday, December 5, 2022 9:31:22 AM

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Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework and support you passing it.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.

In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Farleigh Winters

[REDACTED]
Vancouver, WA 98663

From: [Ben Bierman](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Monday, December 5, 2022 9:23:09 AM

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Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework and support you passing it.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
 2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
 3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.
- In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Ben Bierman

[REDACTED]
Vancouver, WA 98683

From: [Jacob DeNeui](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Monday, December 5, 2022 9:00:17 AM

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Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework and support you passing it.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.

In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Jacob DeNeui

[REDACTED]
Vancouver, WA 98660

From: [Karen Knauss](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Monday, December 5, 2022 8:49:43 AM

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Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework and support you passing it.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.

In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Karen Knauss

[REDACTED]
Vancouver, WA 98660

From: [Jim Byrne](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Monday, December 5, 2022 8:46:54 AM

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Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework and support you passing it. Even though I do not live in Vancouver, we share the same airshed.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.

In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Jim Byrne

[REDACTED]
Ridgefield, WA 98642

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Climate Action Framework
Date: Monday, December 5, 2022 12:47:07 PM

Another 12/5 comment.

City Manager's Office

CITY OF VANCOUVER

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

P: 360.487.8600 | **F:** 360.487.8625

www.cityofvancouver.us

From: Karissa Halstrom <[REDACTED]>
Sent: Monday, December 5, 2022 12:34 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Climate Action Framework

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Hello,

My name is Karissa Halstrom. I am a core organizer of the Vancouver Free Fridge Project, a representative of Sunrise Movement SWWA, and most importantly a mother. I am in full support of the Climate Action Framework as it is proposed because I understand what scientists are telling us: that we are facing an existential crisis with climate change which requires an absolute transformation away from the danger, wastes, and inefficiencies of our current system. I am beyond excited to know that this is one of the leading CAFs in the nation and am so, so very grateful for all of the advocates who have played a part in making this framework a reality.

I also know that some have argued this would have negative impacts on small businesses and people of color, but those of us in the climate movement understand the unequal impacts of climate change itself on the most vulnerable and the burden they bear currently in terms of pollution from dirty fuel. For example, low-income people in our community are exposed to pollution as they travel via active transportation or waiting at the bus stop and are exposed to pollution from leaf blowers in the units they rent. Our most vulnerable will only benefit from the plan.

I hope that the Vancouver City Council moves forward with this Climate Action Framework in its entirety.

Thank you,
Karissa Halstrom

From: [Liane Hernstadt](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Climate Action Framework
Date: Monday, December 5, 2022 11:57:23 AM

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Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework and support you passing it.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

As a bicycle rider I encourage you to look at creating a full network of bike, roller blade, scooter and ultra small electric vehicle safe paths and roads. People will use these transportation modes if they can safely complete their journeys without any scary points on the way. Intersections are areas of special concern as the current structures involve close interactions with cars. Watch the youtube channel “Not Just Bikes” to learn more about effective city planning for multiple modes of transportation especially bikes.

I also encourage you to look at building or allowing to be built tiny home communities (as opposed to mobile home) to increase really nice low income and low carbon footprint housing within Vancouver and to look at ways to make areas of Vancouver more walkable and bike friendly.

Also:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.

In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver.

Warm regards,

Liane

Sent from my iPhone

From: [Anita J. Thomas](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Please approve Climate Action Framework Unanimously
Date: Monday, December 5, 2022 11:54:53 AM

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Distinguished Vancouver City Council:

Please approve your climate Action Framework unanimously. I appreciate the care and work you have put into it and look forward to your enacting it as expeditiously as you can manage.

Thank you.
Anita J. Thomas, citizen of Vancouver

From: [Cathryn Chudy](#)
To: [City of Vancouver - Office of the City Manager](#)
Cc: [Small, Rebecca](#); [Lande, Aaron](#)
Subject: Climate Action Framework on 12/05/22 City Council Agenda, Item #9, Public Hearing testimony
Date: Monday, December 5, 2022 11:54:19 AM
Attachments: [12.5.22 ACE CAFcomments.rev.pdf](#)

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Dear Mayor Anne McEnerny-Ogle, City Council and Staff,

Please accept the attached comments in support of a "YES" vote to adopt the Climate Action Framework at the public hearing this evening, offered on behalf of our Alliance for Community Engagement and Partner Organizations.

Sincerely,

Cathryn Chudy and Heidi Cody for Alliance for Community Engagement

From: [Peter L. Fels](#)
To: [Lande, Aaron](#); [Small, Rebecca](#); [City of Vancouver - Office of the City Manager](#)
Subject: Fwd: [Shift Zero Action] Fwd: We're excited to announce the R2E2 initiative!
Date: Monday, December 5, 2022 11:53:15 AM

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Hello,

The online seminar described below may benefit City staff with information on how to use and leverage grant funds to help low income households retrofit for energy savings.

Peter Fels

Sent from my iPad

Begin forwarded message:

From: "Rachel Koller, Shift Zero" <[REDACTED]>
Date: December 5, 2022 at 8:50:15 AM PST
To: shift-zero-action@googlegroups.com
Subject: [Shift Zero Action] Fwd: We're excited to announce the R2E2 initiative!
Reply-To: [REDACTED]

Hi Everyone,
Sharing this update from Emerald Cities and partners on a new national program to spur equitable building retrofits - more info can be found at <https://www.aceee.org/r2e2>.

R2E2 will kick off with [training sessions in January](#) for state, local, and community teams on scaling up building energy retrofits and leveraging the unprecedented federal funding available from COVID-19 relief programs, the bipartisan infrastructure law, the Inflation Reduction Act, and other sources.

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

From: Emerald Cities Collaborative <[REDACTED]>
Date: Sat, Dec 3, 2022 at 7:59 AM
Subject: We're excited to announce the R2E2 initiative!
To: Rachel <[REDACTED]>

[View this email in your browser](#)



Rachel Koller, Managing Director
[Shift Zero](#), a zero carbon building alliance

she/her

To email the Shift Zero Action List: [REDACTED]

202-507-4018 | mrodeffer@aceee.org

You received this message because you are subscribed to the Google Groups "Shift Zero Action List" group.

To unsubscribe from this group and stop receiving emails from it, send an email to shift-zero-action+unsubscribe@googlegroups.com.

To view this discussion on the web visit <https://groups.google.com/d/msg/shift-zero-action/CAMkNAy0QLX5r9pqbZmRhBcMumLYhr%3DnKHu%2B%2Bu3dhQb6XJKzs-A%40mail.gmail.com>.

Washington, DC—Communities often left out of climate investments will receive support to develop energy-saving home retrofit strategies under the new nationwide initiative [Residential Retrofits for Energy Equity \(R2E2\)](#). Funded by a \$2.5 million grant from The Rockefeller Foundation, \$250,000 each from JPMorgan Chase and the Wells Fargo Foundation, and additional support from The JPB Foundation, R2E2 will provide training to state, local, and tribal governments as well as community-based organizations to jumpstart energy

upgrades for affordable housing that will lower utility bills, reduce greenhouse gas emissions, improve residents' health, create good-paying local jobs, and help advance racial equity.

Residential Retrofits for Energy Equity (R2E2) will kick off with training sessions in January on scaling up building energy retrofits and leveraging the unprecedented federal funding available from COVID-19 relief programs, the bipartisan infrastructure law, the Inflation Reduction Act, and other sources.

A partnership of the American Council for Energy-Efficient Economy (ACEEE), Elevate, Emerald Cities Collaborative, and HR&A Advisors, R2E2 will offer guidance on energy upgrade financing models, economic inclusion, navigating the complexities of the affordable housing sector, and engaging with community-based organizations to ensure proposals reflect community needs. People's Climate Innovation Center is advising R2E2 on centering equity in the project and its outcomes and on facilitating community-driven planning processes.

Residential Retrofits for Energy Equity will center environmental justice and racial equity to address the compounding crises of housing affordability, energy insecurity, and climate change. Energy insecurity is particularly acute in Native American, Black, and Hispanic households, which pay an average of between 20% and 45% more of their incomes on energy bills than white households but are among the least likely to receive energy upgrades. R2E2 will encourage state, local, and community teams to prioritize authentic engagement with underserved communities, bolster community priorities and leaders, advance local workforce development, and target programs to those who have historically been excluded by past policies, such as BIPOC communities, renters, and marginalized groups.

“Too many households—especially families with lower incomes—live in poorly insulated and energy-inefficient homes, leaving them with high utility bills and

uncomfortable or dangerous temperatures,” said Annika Brindel, ACEEE’s director of Residential Retrofits for Energy Equity. “We are working with communities to craft a pathway to safer, more comfortable, and less expensive housing, while centering racial equity, community priorities, and local job creation.”

Henry Love, Elevate’s senior director of municipal and community programs, said: “Upgrading and decarbonizing homes makes them healthier, safer, and more resilient against a changing climate. Our approach supports communities as they develop strategies for upgrading their buildings and protecting their residents. R2E2 creates a one-stop shop for communities to get support as they create a strategy for upgrading their buildings. We’re taking a holistic approach to zero-carbon buildings in a way that benefits the communities that need it most.”

Meishka Mitchell, president and CEO of Emerald Cities Collaborative, said: “Our transition to an energy-efficient economy must include underinvested communities that have been most impacted by our history of environmental injustice. Emerald Cities Collaborative is pleased to lend its expertise in economic inclusion, workforce development, labor standards, and community benefit agreements to this valuable initiative.”

Jonathan Meyers, partner at HR&A Advisors, said: “We are excited to work with this diverse team to support a national transition toward equitable decarbonization in low- and moderate-income housing. This challenge will require a holistic response, and we have high hopes that this initiative will help transform the way housing and energy experts partner with each other and communities to improve the lives and communities of all residents.”

Corrine Van Hook-Turner, director of People’s Climate Innovation Center, said: “We are pleased to serve as the strategic advisor of R2E2, providing guidance and community-driven capacity building support to help strengthen and shape

the delivery of key investments to frontline communities. In collaboration with project partners, we will continue advocating for and practicing structures and decision-making practices that are rooted in equity and justice to drive this important work.”

R2E2 will begin its training and technical assistance with an online summit on January 19 and 20. The summit will feature interactive, in-depth sessions on leveraging federal funding, community-driven planning, and the multiple benefits that residential retrofits can bring to communities. The summit is free and community-based organizations are eligible to receive stipends for their participation. Those interested in receiving periodic updates and information about the upcoming summit can [sign up here](#).

To read the press release online, visit: https://www2.aceee.org/e/310911/ate-energy-upgrades-affordable/3m4ksv4/1218438495?h=ldMg8TeK18cBO2Rpy8u45Z8yPZLBq7LOe3_RpbTQT6Q.

The American Council for an Energy-Efficient Economy (ACEEE), a nonprofit research organization, develops policies to reduce energy waste and combat climate change. Its independent analysis advances investments, programs, and behaviors that use energy more effectively and help build an equitable clean energy future.

***Elevate** is a nonprofit organization that works nationally and is headquartered in Chicago. Elevate designs and implements programs to ensure that everyone has clean and affordable heat, power, and water in their homes and communities —no matter who they are or where they live.*

***Emerald Cities Collaborative (ECC)** is a national nonprofit network of organizations working together to advance a sustainable environment while*

creating sustainable, just and inclusive economies with opportunities for all — an approach we call "the high road." ECC develops energy, green infrastructure and other sustainable development projects that not only contribute to the resilience of our metropolitan regions but also ensure an equity stake for low-income communities of color in the green economy. This includes developing the economic infrastructure for family-supporting wages and career paths for residents of such communities, as well as contracting opportunities for women, BIPOC and other disadvantaged businesses.

HR&A Advisors, Inc. (HR&A) is an employee-owned company advising public, private, non-profit, and philanthropic clients on how to increase opportunity and advance quality of life in cities. We believe in creating vital places, building more equitable and resilient communities, and improving people's lives.

People's Climate Innovation Center brings a whole systems approach to movement building, cultivating a strong culture of designing transformative solutions that restore and regenerate healthy earth systems and built environments for all. Our approach emphasizes the need for solutions that are community-driven, interconnected, and intervene at multiple levels.



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From: JON STEIN
To: City of Vancouver - Office of the City Manager
Subject: Climate action framework
Date: Monday, December 5, 2022 11:43:06 AM

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Greetings, my name is Dr. Sharon bucher, I'm a retired pediatrician who practiced in Vancouver for over 30 yrs . Thank you for making an effort at the city level to curb green house gases and forestall the climate catastrophe heading towards us . I agree with electrifying our public transports and encouraging solar and wind power.... I have an EV and it works great, making sure there are adequate charge stations is important We still have lots of new homes and apartments going up in the county and pushing for heat pumps and electric stoves can make a difference ... Work at the local level is so important because the big multinational corporations that make their money on unsustainable energy have such sway at higher levels of government ..., thank you Dr Sharon bucher 19617 ne Risto rd battle ground

Sent from my iPhone

From: [Wynn Greich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#); [Harris, Rep. Paul](#); electmichellebelkot@gmail.com
Subject: Fwd: Sorry I wasn't thinking.
Date: Friday, December 2, 2022 3:58:26 PM

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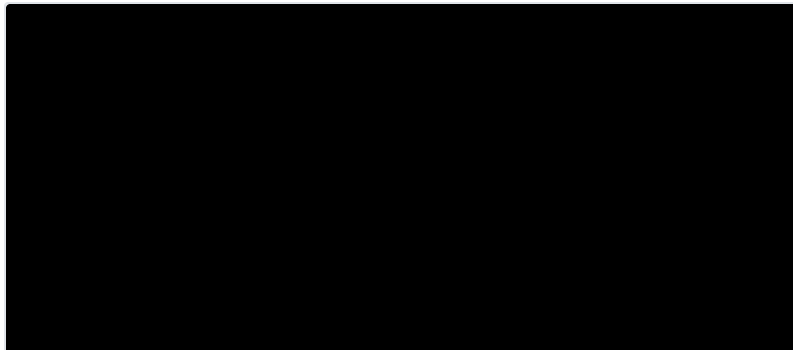
From: Linda Smith <[REDACTED]>
Date: Thu, Dec 1, 2022 at 10:34 PM
Subject: Sorry I wasn't thinking.
To: Wynn Greich <[REDACTED]>

Give this to the councils and Dr. Melneck. Please confirm that you did. and put this on public record for the next council meeting.

Thanks

Wynn

[Republican governors ask for end to U.S. military COVID-19 vaccine mandate – ClarkCountyToday.com](#)



Republican governors ask for end to U.S. military COVID-19 vaccine mandate

Tennessee Gov. Bill Lee and 20 other Republican governors sent a letter to congressional leaders opposing a COVI...

From: [Holmes, Eric](#)
To: [Dollar, Sarah](#)
Subject: FW: NW Natural Response to Climate Action Framework Final Draft
Date: Friday, December 2, 2022 3:41:18 PM
Attachments: [NW Natural Response to CAF Final Draft.pdf](#)
Importance: High

For Mondays meeting.

Eric J. Holmes | City Manager

CITY OF VANCOUVER

P: 360.487.8640

www.cityofvancouver.us

This message, in whole or in part, may be subject to public disclosure, including routine disclosure to the media.

From: Holmberg, Nelson [REDACTED]
Sent: Friday, December 2, 2022 10:43 AM
To: McEnerny-Ogle, Anne <A.McEnerny-Ogle@cityofvancouver.us>; Stober, Ty <Ty.Stober@cityofvancouver.us>; Hansen, Bart <Bart.Hansen@cityofvancouver.us>; Paulsen, Erik <erik.paulsen@cityofvancouver.us>; Fox, Sarah <sarah.fox@cityofvancouver.us>; diana.perez@cityofvancouver.us; kim.harless@cityofvancouver.us
Cc: Holmes, Eric <Eric.Holmes@cityofvancouver.us>; Lande, Aaron <aaron.lande@cityofvancouver.us>; Small, Rebecca <Rebecca.Small@cityofvancouver.us>
Subject: NW Natural Response to Climate Action Framework Final Draft
Importance: High

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

Good morning,

Please find, attached, a letter from NW Natural in response to the final draft of the Climate Action Framework that's being presented to Council next week for a public hearing and final vote.

Thank you for your willingness to work together over the last couple of years. We look forward to continuing to work together as the Climate Action Framework evolves in the coming months and years.

Sincerely,
Nelson

Nelson Holmberg

NW Natural – Community Affairs & Customer Acquisition Manager – Clark County
503.610.7874 | nwnatural.com

ELECTRONIC SUBMITTAL

December 1, 2022

Mayor Anne McEnerny-Ogle
Mayor Pro-Tem Ty Stober
Members of the Vancouver City Council
City Manager Eric Holmes
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

Dear Mayor McEnerny-Ogle, Councilmembers and City Manager Holmes,

Congratulations on completing the final draft of your Climate Action Framework. We appreciate the opportunity to work in partnership with the City of Vancouver over the last two years as this document has been built, and we are excited to see it coming to a conclusion.

While it was very much our hope that we could testify at the December 5 public hearing in support of the Framework as it currently stands, we find several concerns with the document as presented and we cannot support it as we had hoped to. We look forward to continuing to work as partners going forward, recognizing that the Framework is intended to be a “living document”. As a start, we hope that some items can be updated prior to the public hearing on December 5.

As “decarbonization” and “electrification” are not the same thing – the former being the goal, the latter being a narrow path to get there – it appears that there are several misstatements in the document, particularly in the “Buildings & Energy Strategies & Actions” section. Throughout that section, there are references to “electrification” while in the Appendix, the same strategies are listed as “decarbonize”, which is the most accurate description for the implementation of the carbon transition options for both the gas and electricity systems in Vancouver.

In addition to being the accurate word to link to in the Appendix, “decarbonize” is consistent with the goals of Washington Climate Commitment Act (cap and invest program) as well. We ask that this error be corrected prior to the vote on December 5.

While we appreciate being thought of as a partner in some of the energy efficiency initiatives outlined in the Framework, NW Natural is also cited as a partner in strategies that we do not believe are in alignment with the goals of decarbonization. NW Natural, as you know, currently offers the Smart Energy program which provides customers the opportunity to invest in the development of renewable energy for the pipeline. This is one example of decarbonization that is already underway within our own system. Another missing piece from the current Framework is Washington’s RNG Tariff, which currently

allows natural gas companies to invest in RNG and distribute RNG directly to customers in our service territories, including Vancouver.

Examples of the concerns we continue to have:

- Action #2 – Energy Efficiency Upgrades for Existing Commercial Buildings: NW Natural is not included as a partner, and we should be because we offer energy efficiency programs for these buildings.
- Action #6 – Natural Gas Demand Management: We have asked multiple times for this to be changed to describe the City's intent more specifically with this action. Our request, to change this action to "Work with NWN to reduce demand for energy provided by the gas system through energy efficiency in accordance with NWN's Vision 2050 ("RNG Constrained" Scenario)" has not been included in the final draft of the Framework. We agree with the city that we want demand for fossil-based natural gas to decline, but we also expect that renewables will take its place in the pipeline to provide help ensure resilient and affordable energy to Vancouver.
- Action #9 – Resilient Energy Grid: What seems to be missing is that a dual fuel system is how a resilient system is appropriate and avoids one point of failure to an energy system. We are also concerned that Renewable Natural Gas is not recognized as part of the resilient energy grid strategy. NW Natural has repeatedly expressed its interest in partnering with the city on wastewater and landfill gas opportunities to create and distribute RNG locally. We would appreciate being considered a partner in this action, particularly as it applies to decarbonizing the gas system to provide resiliency in energy supply for Vancouver.
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- Action #15 – Natural Gas Carbon Intensity: Again, as stated above in our observations about Actions 6 & 9, we are unsure of what the City means by its proposed action to partner with NW Natural and Energy Trust of Oregon to reduce the carbon intensity of natural gas. That is an effort that is already underway with the development of RNG which, again, is not an option included in the Climate Action Framework. There is a ripe opportunity for the city and NWN to partner and work together on creating and distributing RNG locally from wastewater and landfill gas sources. We reiterate our interest in working together to explore those opportunities to reduce the carbon intensity of natural gas.
- Action #16 – Contractor Training for Electric Transition: In previous communications with the city, we have requested that this language be changed to include all types of heat pumps (electric and gas), furnaces, water heat and fireplaces so that emerging and new technologies (i.e., gas heat pumps) that are coming into the market and supported under the Inflation Reduction Act are not inadvertently or otherwise eliminated as options. This repeated request, too, has been ignored – we ask that the Framework be adopted with this change.

We are happy to partner with the City of Vancouver on a path toward decarbonized energy sources for its residents, and we are ready to work together. Unfortunately, the final draft of the Climate Action Framework does not indicate that the city shares the same readiness to partner with NW Natural to focus on the choice of opportunities to help the path to decarbonization in Vancouver. We continue to stand available to all of you as a partner in the best energy interests of your constituents, and we ask

that our concerns are addressed, and the errors and partnership sections be corrected before the December 5 vote.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nelson Holmberg', with a large, stylized loop at the end.

Nelson Holmberg
Community Affairs & Customer Acquisition Manager, Clark County

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#); [REDACTED]; [Harris, Rep. Paul](#)
Subject: Fwd: CHD Attorneys File Suit in California + Exclusive Interview With Man Injured by Pfizer Shot + More
Date: Friday, December 2, 2022 1:19:21 PM

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From: **Wynn Grcich** <[REDACTED]>
Date: Fri, Dec 2, 2022 at 1:13 PM
Subject: Fwd: CHD Attorneys File Suit in California + Exclusive Interview With Man Injured by Pfizer Shot + More
To: Rebecca Messinger <[REDACTED]>, Dollar, Sarah <Sarah.Dollar@cityofvancouver.us>, [REDACTED], Harris, Rep. Paul <[REDACTED]>

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From: **Children's Health Defense** <[REDACTED]>
Date: Fri, Dec 2, 2022 at 12:53 PM
Subject: CHD Attorneys File Suit in California + Exclusive Interview With Man Injured by Pfizer Shot + More
To: Wynn Grcich <[REDACTED]>

Just sent the lawsuit in CA for punishing doctors for not going along with our medical Tryanny and UN depopulation agenda. Give a copy to all council members and Dr. Melneck. Confirm that you did. Put this on public record for the next council meeting. Thank you. Wynn

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December 2, 2022



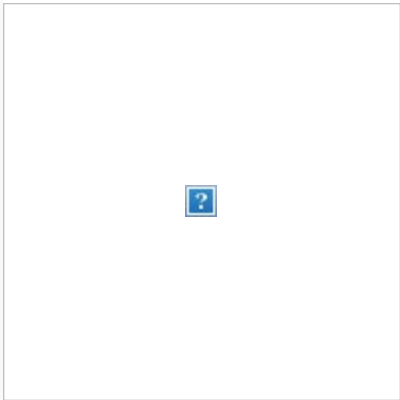
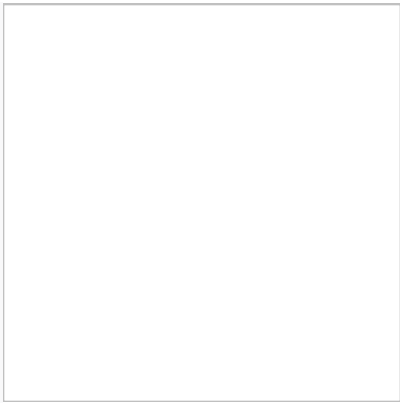


TOP NEWS OF THE DAY

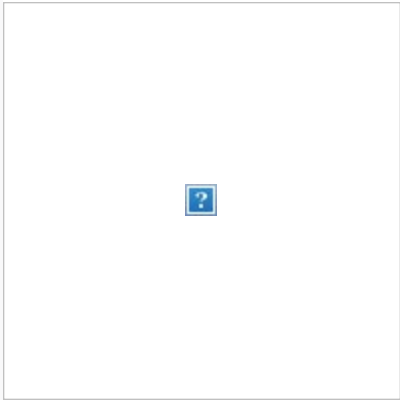


CHD Attorneys File Federal Lawsuit to Stop California Law That Punishes Doctors for COVID ‘Misinformation’

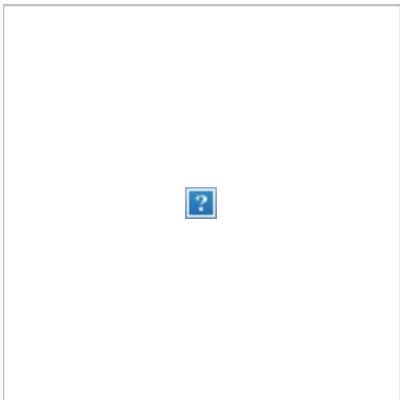
CDC, HHS Offer \$1 Million for Research to Predict Vaccine ‘Misinformation Trends’



Exclusive: ‘Even Taking a Shower Can Be Difficult’ Says Man Injured by Pfizer Vaccine



Corporate Crime Crackdown: Groups Push DOJ to Publish Database of ‘Corporate Lawbreaking’



McCullough: Pandemic Won’t End Until Mass Vaccination Stops



Coca-Cola: American Academy of Pediatrics a 'Great Partner of Ours'



Fauci Says China Has Done a Bad Job of Vaccinating the Elderly + More



TSA Now Wants to Scan Your Face at Security. Here Are Your Rights. + More

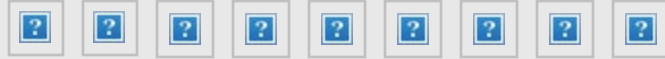
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Children's Health Defense | ChildrensHealthDefense.org

Our mission is to end childhood health epidemics by working aggressively to eliminate harmful exposures, hold those responsible accountable, and establish safeguards to prevent future harm.

Children's Health Defense

852 Franklin Ave., Suite 511
Franklin Lakes, New Jersey 07417

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From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#); electmichellebelkot@gmail.com; [Harris, Rep. Paul](#)
Subject: Fwd: CHD Attorneys File Suit in California + Exclusive Interview With Man Injured by Pfizer Shot + More
Date: Friday, December 2, 2022 1:13:54 PM

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From: **Children's Health Defense** <[REDACTED]>
Date: Fri, Dec 2, 2022 at 12:53 PM
Subject: CHD Attorneys File Suit in California + Exclusive Interview With Man Injured by Pfizer Shot + More
To: Wynn Grcich <[REDACTED]>

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December 2, 2022

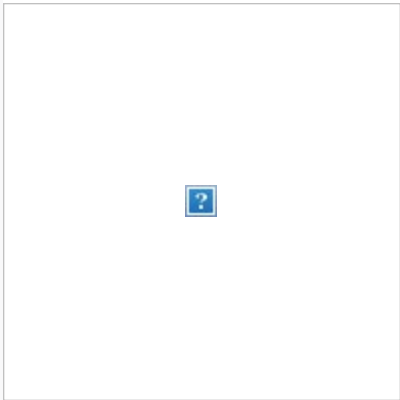
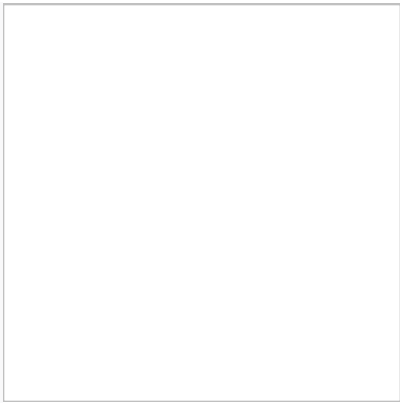


TOP NEWS OF THE DAY

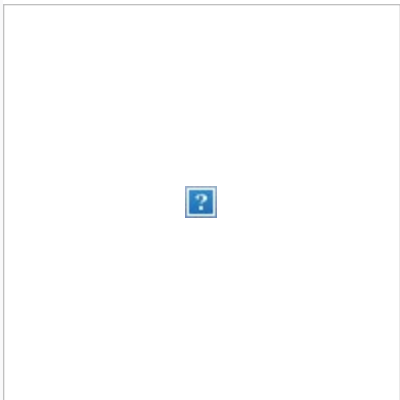


CHD Attorneys File Federal Lawsuit to Stop California Law That Punishes Doctors for COVID ‘Misinformation’

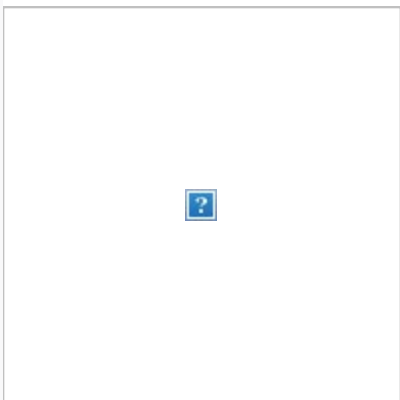
CDC, HHS Offer \$1 Million for Research to Predict Vaccine ‘Misinformation Trends’



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Corporate Crime Crackdown: Groups Push DOJ to Publish Database of ‘Corporate Lawbreaking’



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Fauci Says China Has Done a Bad Job of Vaccinating the Elderly + More



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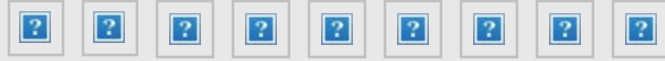
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Work for CHD



Children's Health Defense | ChildrensHealthDefense.org

Our mission is to end childhood health epidemics by working aggressively to eliminate harmful exposures, hold those responsible accountable, and establish safeguards to prevent future harm.

Children's Health Defense

852 Franklin Ave., Suite 511
Franklin Lakes, New Jersey 07417

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From: [William Sneiderwine](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Friday, December 2, 2022 10:23:37 AM

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Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework and support you passing it.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.

In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
William Sneiderwine
[REDACTED]
Vancouver, WA 98683

From: [Holmberg, Nelson](#)
To: [City Council](#)
Subject: RE: NW Natural Response to Climate Action Framework Final Draft
Date: Friday, December 2, 2022 10:45:05 AM
Attachments: [NW Natural Response to CAF Final Draft.pdf](#)

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

Good morning,

Please find, attached, a letter from NW Natural in response to the final draft of the Climate Action Framework that's being presented to Council next week for a public hearing and final vote.

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Sincerely,
Nelson

Nelson Holmberg

NW Natural – Community Affairs & Customer Acquisition Manager – Clark County
503.610.7874 | nwnatural.com

ELECTRONIC SUBMITTAL

December 1, 2022

Mayor Anne McEnerny-Ogle
Mayor Pro-Tem Ty Stober
Members of the Vancouver City Council
City Manager Eric Holmes
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

Dear Mayor McEnerny-Ogle, Councilmembers and City Manager Holmes,

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that our concerns are addressed, and the errors and partnership sections be corrected before the December 5 vote.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nelson Holmberg', with a large, stylized loop at the end.

Nelson Holmberg
Community Affairs & Customer Acquisition Manager, Clark County

From: [Arthur Ungar](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Wednesday, November 30, 2022 12:20:02 PM

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Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework and support you passing it.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Arthur Ungar

[REDACTED]
Vancouver, WA 98660

From: [Richard Kolber](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Wednesday, November 30, 2022 7:17:14 PM

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1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.

In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Richard Kolber

[REDACTED]
Vancouver, WA 98682

From: [Laurie Rubin](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Thursday, December 1, 2022 8:02:24 AM

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Dear City Councilmembers Vancouver,

I strongly support the Climate Action Framework. it's important for our city to drastically reduce greenhouse gas emissions and to reduce the pollution affecting low income and ethnic minority communities.

Thank you for this work that is vital for our children's and grandchildren's future.

Regards,
Laurie Rubin

[REDACTED]
Vancouver, WA 98664

From: [Niki Vogt](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Thursday, December 1, 2022 2:31:25 PM

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Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework and support you passing it.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.

In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Niki Vogt

[REDACTED]
Vancouver, WA 98682

From: [John Cruz](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Thursday, December 1, 2022 2:48:38 PM

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Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework and support you passing it.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.

In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
John Cruz

[REDACTED]
Vancouver, WA 98664

From: [Celia Cruz](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Thursday, December 1, 2022 2:48:53 PM

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Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework and support you passing it.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.

In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Celia Cruz

[REDACTED]
Vancouver, WA 98664

From: [Jim Gayden](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Thursday, December 1, 2022 2:50:42 PM

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Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework and support you passing it.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.

In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Jim Gayden

[REDACTED]
Vancouver, WA 98684

From: [Luan Pinson](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Thursday, December 1, 2022 3:16:13 PM

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Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework and support you passing it.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.

In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Luan Pinson

[REDACTED]
Vancouver, WA 98664

From: [Hannah Liu](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Thursday, December 1, 2022 3:54:28 PM

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Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework and support you passing it.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.

In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Hannah Liu

[REDACTED]
Vancouver, WA 98686

From: [Dan Rogers](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Thursday, December 1, 2022 4:03:08 PM

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Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework and support you passing it.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.

In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Dan Rogers

[REDACTED]
Washougal, WA 98671

From: [Marjorie Millner](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Thursday, December 1, 2022 4:53:39 PM

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Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework and support you passing it.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.

In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Marjorie Millner

[REDACTED]
Vancouver, WA 98685

From: [Lehman Holder](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Thursday, December 1, 2022 6:23:39 PM

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Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I strongly support and appreciate the work the Council and staff have done to develop the Climate Action Framework and I ask that you pass it.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
 2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
 3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.
- In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Lehman Holder

[REDACTED]
Vancouver, WA 98664

From: [sonya norton](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Thursday, December 1, 2022 7:42:52 PM

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Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework and support you passing it.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.

In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver. I am so impressed and excited that the City of Vancouver is committed to intelligent environmental choices for our future, and wish County officials would wake up and do the same!

Regards,
sonya norton

[REDACTED]
Vancouver, WA 98665

From: [Daniel Swink](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Thursday, December 1, 2022 9:34:47 PM

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Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework and support you passing it.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.

In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Daniel Swink

[REDACTED]
Vancouver, WA 98664

From: [Wynn Grcich](#)
To: [Harris, Rep. Paul](#); [Rebecca Messinger](#); electmichellebelkot@gmail.com; [Dollar, Sarah](#)
Cc: [Rep. Vicki Kraft](#)
Subject: Watch "Wicked Globalists Are Causing Starvation and Poverty Under the Guise of Environmentalism" on YouTube
Date: Thursday, December 1, 2022 11:02:49 AM

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<https://youtu.be/tF5spyudTYA>.

Please send this to the council members and Dr. MELNECK. Confirm that you did. Thanks. Wynn

From: [Ann](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Monday, November 28, 2022 6:37:08 PM

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City Council Contact Form

Submitted date: Monday, November 28, 2022 - 6:37pm

Contact Information

First name:

Ann

Last name:

Donnelly

Email address:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98661

Inquiry Information

Subject:

Comment on an upcoming Council agenda item

Recipient:

All of Council

Message:

I want to add my voice to those many who are deeply concerned about the mandate to require electricity, not natural gas, in new structures and applications. One of the leading strengths of our essential energy system is having choices, alternatives, options, contingencies. If you cut off natural gas for these important uses, as proposed, you load the electricity system unnecessarily. Should our grid experience weaknesses, brownouts, blackouts, a large number of settings will have no alternative. When electricity must bear the entire burden, it will become more expensive, as currently there is a highly beneficial competition between electricity and gas for both low cost and reliability. Without such competition, reliability and cost will suffer, and as usual, the most vulnerable in our society will suffer the most. Finally, decisions made today that are not well thought out, such as this,

may not be able to be retracted, as the natural gas system may at that point require expensive upgrades. This transition that is contemplated is of unknown cost, but we heard on November 21 in the testimony of Ron Frederickson that a possible new company put its move to Vancouver on hold after assessing that the electricity mandate would cost \$10 million up front and \$6 million a year in operating expenses. This is clearly a turn-off for new businesses, as well as extremely harmful to current residents in terms of reliability and cost.

Upload a file:

From: [Cathryn Chudy](#)
To: [City Council](#)
Subject: Please pass a strong climate framework!
Date: Tuesday, November 29, 2022 8:54:13 PM

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Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework and support you passing it.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.

In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Cathryn Chudy

[REDACTED]
Vancouver, WA 98663

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Comments on Agenda Item 9, December 5 City Council Meeting
Date: Wednesday, November 30, 2022 3:06:18 PM
Attachments: [City of Vancouver CAF letter of support 11-30-22.pdf](#)

Hi Sarah,

Please see the attached comment for the 12/5 council meeting.

Thank you!

Stephanie

City Manager's Office

CITY OF VANCOUVER

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

P: 360.487.8600 | F: 360.487.8625

www.cityofvancouver.us

From: Susan Saul <[REDACTED]>
Sent: Wednesday, November 30, 2022 1:04 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Comments on Agenda Item 9, December 5 City Council Meeting

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Comment letter attached.



P.O. Box 1966
Vancouver, WA 98668-1966

November 30, 2022

Dear Mayor McEnerny-Ogle and City Councilors:

Re: Climate Action Framework

The Vancouver Audubon Society thanks you for your commitment to addressing climate change.

Bird conservation in a changing climate requires smart planning and bold action. The National Audubon Society's *Survival by Degrees* report found that two-thirds of North American birds are at risk of extinction from climate change. But by taking action to quickly move to net-zero carbon emissions, the Vancouver Climate Action Framework provides the solutions we need to make a difference, for birds and people.

The Climate Action Framework weaves actions for a healthier and more resilient Vancouver throughout city policy and planning. We appreciate your work and we support its adoption.

As you adopt this Framework, we urge the following implementation actions:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate a transparent and public process to review and evaluate progress on the Climate Action Framework into city operations.
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.
4. Evaluate the Climate Action Framework both by the amount of greenhouse gas emissions reduced and the resiliency and health of the community.

Thank you for working towards a safer, healthier and cleaner future for Vancouver and for the birds.

Sincerely,

A handwritten signature in black ink that reads "Susan M. Saul". The signature is fluid and cursive.

Susan Saul
Conservation Chair

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Port of Vancouver USA Comments on City of Vancouver Climate Action Framework
Date: Wednesday, November 23, 2022 3:53:34 PM
Attachments: [image001.png](#)
[Port Comments on CAF 11-23-22.pdf](#)
[image002.png](#)

Comment below for the 12/5 Council Meeting.

Stephanie Obotette | Support Specialist II
Pronouns: She/Her



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

P: 360.487.8621 | F: 360.487.8625

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



From: Mike Bomar <[REDACTED]>
Sent: Wednesday, November 23, 2022 3:24 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Cc: Holmes, Eric <Eric.Holmes@cityofvancouver.us>; Lande, Aaron <aaron.lande@cityofvancouver.us>; Small, Rebecca <Rebecca.Small@cityofvancouver.us>; Julianna [REDACTED]
Subject: Port of Vancouver USA Comments on City of Vancouver Climate Action Framework

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Mayor and City Council members,

Thank you for the opportunity to provide comments on the Climate Action Framework that will be coming before you on December 5th. See attached for the Port of Vancouver USA's response.

Wishing you all a happy and safe Thanksgiving.

Sincerely,

Mike Bomar (he/him)
Director of Economic Development
3103 NW Lower River Road, Vancouver, WA 98660

(C) [REDACTED]
mbomar@portvanusa.com | www.portvanusa.com | [available port properties](#)

Leadership | Stewardship | Partnership





November 23, 2022

City of Vancouver
Attn: Mayor Anne McEnerny-Ogle and City Council
P.O. Box 1995
Vancouver, WA 98668-1995

Subject: Climate Action Framework Comments

Dear Mayor and City Council members:

Thank you for the opportunity to comment on the City of Vancouver's (City) draft final Climate Action Framework (CAF). The Port of Vancouver USA (Port) appreciates the strong collaboration with your staff in developing our respective climate action plans to ensure alignment and consistency where possible, given our mutual strong interest and leadership in environmental stewardship.

As you know, the Port shares a strong commitment to climate action, evidenced in part through our recently adopted [Climate Action Plan](#). This plan provides our commissioners and Port staff with a menu of different actions that the Port can take over the coming years to reduce greenhouse gas (GHG) emissions and meet reduction goals. We believe that we can have both environmental stewardship and economic growth as we work toward carbon neutrality by 2050.

With respect to the Transportation and Land Use section of the City's CAF, the Port continues to be concerned that the City's fuel ordinance is out of alignment with the proposed CAF. As you have shown, transportation is the largest contributor to the City's current GHG footprint. Zero and low emission vehicles hold the greatest opportunity for reduction of GHG's within the City's control. Electrification alone is not feasible for the wide range of transportation modes in use today, especially heavy-duty vehicles and vessels. Clean and cleaner fuels such as renewable diesel and green hydrogen will play an important role in this effort. The City's current restrictions on clean and cleaner fuel facilities limit access to and affordability of these fuels, making many of the transportation actions stated in the CAF unattainable.

The Port requests that the City revisit the fuel ordinance to allow for better alignment with the proposed CAF and to ensure that clean and cleaner fuel facilities can be responsibly permitted to allow for the facilitation of this critical transition away from fossil fuels.

The Port respectfully submits the additional following comments and recommendations for your consideration to include in the final document:

1. **Introductory text (Welcome):** consider expanding this statement to include residents “and visitors”. This section addresses actions that will impact residents and non-residents alike and reflects an opportunity for the City to ensure safe, reliable, efficient, and affordable transportation access for all.
2. **Action Item 12 (Medium- and heavy- duty VMT reduction):** The Port appreciates the goal to work with the private sector to improve routing and reduce vehicle miles traveled for medium and heavy-duty vehicles. The 32nd Avenue extension project led by the City will be a great way to improve routing for trucks and improve safety along Fruit Valley Road.
3. **Action Item 13 (Improved bicycling infrastructure):** The Port commits to continue working with the City to support robust active transportation infrastructure to and through key routes. We will work to continue finding solutions that improve bike mobility and safety while ensuring the safe and efficient movement of freight through critical trade corridors.
4. **Action Item 19 (EV infrastructure planning and implementation):** The Port will continue to invest in EV infrastructure for use by the public, tenants, visitors, and customers where feasible and as technology permits.
5. **Action Item 21 (Medium- and heavy-duty truck decarbonization):** The Port supports goals for increased use of Zero Emission Vehicles (ZEV) and has already begun the process of converting its fleet to electric and ZEV's. We recognize that as other public and private fleets make similar conversions, cleaner and clean fuel facilities will be required to supply these medium and heavy-duty vehicles where electrification is not feasible or available. Current fuel facilities restrictions would hamper the ability to meet this goal, as it will likely result in higher prices for cleaner fuels and a significant increase in truck trips to service the area with cleaner fuels.
6. **Action Item 22 (Transit & waste collection fleet electrification):** The action item “While internal combustion engine vehicles are still in use and a ZEV alternative is not feasible, transition to lower-carbon intensity fuels where feasible and applicable.” will require cleaner fuel transfer facilities not currently permitted by the City ordinance.
7. **Action Item 23 (Alternative fueling & charging options at gas stations):** Economical and environmentally friendly supplying of these stations will require cleaner and clean fuel facilities currently not permitted by city code. Specifically,

the inclusion of “update code to be supportive of alternative fuel infrastructure” is critical to the success of this action item.

8. **Action Item 24 (Alternative fuels education and advocacy):** The Port looks forward to working with the city in accomplishing the goal to increase education and awareness around the opportunity for a transition to a cleaner fuel economy.
9. **Action Item 25 (Medium and heavy-duty truck decarbonization infrastructure):** As a named partner in this action item, we are concerned the current city code does not allow the Port to participate in providing the proper infrastructure required to support the goals and action items laid out in the CAF. This action item was drafted with the Port’s support prior to the recent updates to City code severely restricting cleaner fuel infrastructure necessary for the success of this item. With responsible updates to the code, the Port can work with the City to help local businesses achieve the requirements of the WA Advanced Clean Truck (ACT) rule and support Washington’s Clean Fuel Standard. We appreciate the opportunity to work to “remove barriers to adoption in Vancouver and seek avenues to remove them.” Removing barriers to decarbonization infrastructure is critical in the success of both the City’s and the Port’s climate action goals.

Thank you for your leadership in climate action, advancement of community health, and for your broader service to our community. We appreciate your consideration of this feedback and look forward to working with your team in helping us both meet our mutual goals.

I welcome any questions you may have regarding these comments.

Sincerely,

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

Mike Bomar
Director of Economic Development

cc: Eric Holmes, City Manager
Rebecca Small, Senior Policy Analyst
Aaron Lande, Program and Policy Development Manager

From: [Wynn Grich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#); electmichellebelkot@gmail.com; [Harris, Rep. Paul](#)
Subject: covid deaths
Date: Monday, November 28, 2022 9:23:43 PM

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Died Suddenly – the groundbreaking investigations that made the film possible

Saturday, November 26, 2022 by: [Mike Adams](#)

Tags: [Clots](#), [depopulation](#), [Died Suddenly film](#), [embalmers](#), [genocide](#), [injections](#), [Jane Ruby](#), [mRNA](#), [population control](#), [Richard Hirschman](#), [sudden death](#), [Vaccine deaths](#), [vaccines](#)

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VIEWS

From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#); [REDACTED]; [Harris, Rep. Paul](#)
Subject: Fwd: Why globalists desperately need control of Arizona before they unleash the next staged pandemic
Date: Tuesday, November 29, 2022 1:54:21 PM

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Send to city council members and Dr. MELNECK. PLEASE CONFIRM. There are lots of articles about children and heart disease. These jabs should Not be on the school vaccine list. Paul Harris could gather evidence from other professional informative people and write a bill against these toxic jabs especially for children. They can not prove them safe. Read the articles in Clark County Today.com news on covid 19. Take your jab advisory message off the Clark County web site. MELNECK needs to be fired if he continues pushing these killer jabs. Dr. JANE RUBY has a video on the blood clots from the jabs. She is on Brighteon.com. Natural News.com and rumble, The Dr Jane Ruby show. Thanks from. WYNN

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From: Wynn Grcich [REDACTED] >
Date: Tue, Nov 29, 2022, 1:41 PM
Subject: Fwd: Why globalists desperately need control of Arizona before they unleash the next staged pandemic
To: ClarkCountyToday.com [REDACTED] >

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From: Wynn Grcich [REDACTED] >
Date: Tue, Nov 29, 2022, 1:40 PM
Subject: Fwd: Why globalists desperately need control of Arizona before they unleash the next staged pandemic
To:

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From: Natural News <[REDACTED]>
Date: Tue, Nov 29, 2022, 12:33 PM
Subject: Why globalists desperately need control of Arizona before they unleash the next staged pandemic
To: <[REDACTED]>

Why globalists desperately need control of Arizona before they unleash the next staged pandemic



In today's Situation Update podcast (below), I explore why globalists desperately need control over Arizona. The next stage of their plan is to have Joe Biden sign the WHO's pandemic treaty, and that will be followed by the release of an

engineered "pandemic" which we've already established can be staged by dispersing chemical weapons on any given city, accompanied by media hysteria claiming an "outbreak."

Once the invisible virus scourge is declared -- which no one can verify because you can't see viruses and you can't ask any questions without being censored -- then the WHO declares a health emergency and orders nations and states to start locking people down, China-style. Under the direction of the WHO, mask, vaccines quarantines and lockdowns can all be mandated, regardless of local laws. Foreign military occupation of the United States of America would be resisted if it were carried out by foreign soldiers in military uniform, but the American people will put up with all kinds of tyranny as long as the soldiers are dressed in biohazard suits and the actions are painted as "public health" emergencies.

The next stage of world war, in other words, won't be carried out by soldiers dressed as soldiers. Rather, it will be soldiers dressed as public health workers in order to eliminate resistance to the invasion.

[Learn more in today's brief podcast that digs into far more details.](#)

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Situation Update, Nov 29, 2022 - Why America's next civil war begins in Arizona

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For international law professor and author Dr. Francis Boyle, the World Health Organization (WHO) Pandemic Treaty is a totalitarian, medical and scientific dictatorship. "It literally is a ...

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Two White House doctors- Dr. Anthony Fauci and Dr. Ashish Jha- urged Americans to get injected with the new bivalent booster designed to target the omicron strain of the Wuhan coronavirus ...

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Sasha Latypova, who heads the investigative group Team Enigma, recently revealed to Dr. Jane Ruby that the Food and Drug Administration (FDA) has found a Baltimore Wuhan coronavirus ...

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Prepping isn't all about doom and gloom. Most of the time, it's about preparing for worst-case scenarios and thinking of the many uses of common household items. For example, something ...

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The United States has the third-most number of cases of unipolar depressive disorders in the world, just behind China and India. This was according to the most recent findings on global ...

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Chinese authorities are clashing with thousands of protesters all over the country in an unprecedented wave of protest over Wuhan coronavirus (COVID-19) lockdown policies and Chinese Communist ...

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Earthing, or grounding, is a therapeutic technique that offers many benefits. According to some, it can also help protect against harmful free radicals and autoimmune diseases. What is grounding? ...

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A new study has determined that Mars was once predominantly blue before becoming a desolate red desert. Although researchers have long believed that the Red Planet once held water, just how much ...

Tom Renz lauds Stew Peters and his documentary "Died Suddenly" -

Brighteon.TV

Ohio lawyer Tom Renz praised Stew Peters for the release of his "Died Suddenly" documentary during the Nov. 22 edition of "Lawfare with Tom Renz" on Brighteon.TV. Renz said ...

Study: Walnuts boost gut and heart health by promoting healthy gut microbiota

Walnuts certainly top the list of superfoods that are good for the heart. As shown by multiple studies, eating walnuts regularly can help reduce your risk of cardiovascular disease, thanks to ...

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From: [Wynn Grich](#)
To: [Harris, Rep. Paul](#); [REDACTED]; [Dollar, Sarah](#); [Rebecca Messinger](#)
Subject: Fwd: A Lifetime of Giving: An Interview With The Connetts
Date: Tuesday, November 29, 2022 7:45:48 PM

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From: Fluoride Action Network <[REDACTED]>
Date: Tue, Nov 29, 2022 at 7:33 AM
Subject: A Lifetime of Giving: An Interview With The Connetts
To: [REDACTED] >

Please send to the council members and Dr. Melneck. .Confirm that you did. Rep Harris is getting to know the people who are suing the EPA to stop fluoridation. All these news needs to be on public record.

Image



Dear Wynn:

We have a very special bulletin today, especially for those of you who have followed the Fluoride Action Network (FAN) over the years. Last week, I sat down with Paul and Ellen Connett for an interview that I think many of you will enjoy and everyone should be able to gain inspiration from.

It's not a typical FAN interview. Rather than focusing exclusively on fluoridation, the conversation was focused on their lives and all that led up to their founding of FAN back in 2000. Since its formation FAN has accomplished a lot, including helping hundreds of communities end fluoridation, producing and archiving a wealth of educational materials and analysis on fluoride science, pushing the Environmental Protection Agency (EPA) to phase out sulfurly fluoride, exposing the promoters of fluoridation and government agencies for their lack of scientific integrity, getting the National Toxicology Program to review fluoride's neurotoxicity, and suing the EPA in federal court to end the use of fluoridation chemicals ...and much more.

Now, twenty-three years later, the Connetts have recently retired from their roles as Executive and Managing Directors to pursue their personal interests and spend more time with family; though they still remain active volunteers and key advisors to our organization.



While their work at FAN has touched so many lives and has helped protect literally millions of people from the dangers of fluoride exposure, their contributions go beyond fluoride. Their story is not just one of scientific integrity and coming to the defense of the vulnerable, it's also a story about giving one's passion, time, and energy to something bigger than themselves. It's about being part of a team or effort to better the lives of others.

We have picked today to share their story--the Tuesday after Thanksgiving, Black Friday, and Cyber Monday--because it's known as "Giving Tuesday." It's an internationally recognized day of charitable giving and generosity, aimed at empowering people and nonprofits to make positive change for our communities and the world. The Connetts encapsulate everything it means to give oneself to the greater good in an effort to transform our world. As you will learn from the interview, they've truly led lives based around activism, and today is the perfect day to honor their work and example.

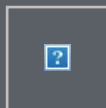


Their story begins with a presidential campaign and the peace movement in the late 1960's, followed by their campaign to thwart genocide during the Biafran War. With the knowledge and experience from these campaigns, they then worked in the early 70's to provide medical supplies and care to refugees displaced by the Bangladesh Liberation War. It was during this time that Ellen was captured by the Pakistan Army--who was already committing genocide against the people of East Pakistan--and was given a quick "trial" and two year prison sentence for providing care to refugees. While in prison, Ellen learned that she wasn't the only Connett who had been captured (watch to learn more)!

Their story continues with Paul taking up teaching, something he did for over 30 years at both the high school and college level; spending much of this time as a Professor of Chemistry at Saint Lawrence University in Canton, New York. While there, the Connetts led campaigns on a variety of environmental issues, including campaigning against waste incineration, human radiation experiments and worker exposures, and dioxins. They eventually met the founder of the American Environmental Health Studies Project (AEHSP), Cliff Honicker, in 1996 and the Connetts brought with them the issue of fluoridation, which would become an official project of AEHSP in 2000.

CLICK BELOW TO WATCH OUR EXCLUSIVE INTERVIEW WITH THE CONNETTS:





The Connetts have given us the Fluoride Action Network, and they've brought us far in our journey to end fluoridation. Now it's up to all of us to nurture and build upon what they created, and ultimately to finish what they started.

If you've been inspired or impacted by what Paul and Ellen have given the world, then please honor their work with a contribution to keep it going. Please join us--citizens from around the world and from all walks of life--in ending fluoridation once and for all. Together we can win this battle.

How to Make a Tax-Deductible Donation:

- Online, using [our secure server](#).

***If you should experience difficulty in donating online, or would like to donate over the phone, please call Network For Good at 1-888-284-7978 and press option 3 to make your donation.*

- Or by Check, payable to: Fluoride Action Network

Mail Checks To:

Fluoride Action Network

PO Box 85

North Sutton, NH 03260

***Please note that some corporations match tax deductible donations made by their employees to some non-profits. FAN Qualifies for this program. This is the information to provide your corporate finance staff: the parent body for FAN is the American Environmental Health Studies Project, Inc. (EIN#: 62-1599535)*

Thank you for your support,

Stuart Cooper

Executive Director

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November 16th, 2022 | Fluoridation Weekly Review #15 • By Mike Dolan
<https://fluoridealert.org/search-results>

– Compiled and edited by Mike Dolan, PhD.

(F)Fluoride Exposure From Drinking Water Associated With Higher White Blood Cell Counts In Children

Children with higher levels of fluoride in their blood from consuming fluoridated drinking water had elevated levels of certain white blood cells, a biomarker for inflammation, according to a new report.

Prof. Pamela Den Besten and others from the University of California-San Francisco used the National Health and Nutrition Examination Survey (NHANES) for 2013-2014 and 2015-2015 to test if household drinking water fluoride increased the level of fluoride in children's blood and if it altered the white blood cell (WBC) composition, as had been previously found in rodents.

They report that "plasma fluoride was significantly positively associated with water fluoride concentrations, and white blood cell counts. Among the different types of white blood cells, neutrophils and monocytes were significantly positively associated with plasma fluoride concentrations."

They further explained, "Neutrophils represent about 70% of all white blood cells, and as they enter the blood stream, neutrophils are recruited to sites of tissue damage, where they are then subsequently cleared by monocytes."

"Our finding of significant positive associations between plasma fluoride and both neutrophils and monocytes suggests an effect of fluoride on tissue-specific inflammatory changes."

"Our findings of an association between plasma fluoride concentrations and increased WBC counts in U.S. children and adolescents suggest that ingested fluoride may be an environmental risk factor for inflammation for this population. Dental fluorosis, a biomarker for fluoride exposure, has continued to increase in the U.S. suggesting increasing population based fluoride exposure," the authors conclude.

Source: <https://doi.org/10.1186/s12940-022-00911-6> (<https://doi.org/10.1186/s12940-022-00911-6>)

(F)Vermont Water Superintendent Resigns To Protest Fluoridation

The Richmond, Vermont water superintendent whose concern for public health kept the fluoride level in Town water at 0.3 mg per liter, less than half the level recommended by federal and state health bureaucrats, has resigned in protest after the Town decided to increase the fluoride level to 0.7 mg per liter.

In a letter to Town Administrator Josh Arneson, Water and Wastewater Superintendent Kendall Chamberlain wrote, "You have decided to implement a fluoridation policy which I do not believe is legally required, scientifically sound, or authorized by the Water and

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FAN NEWSLETTER

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QUICK FACTS

97% OF WESTERN EUROPE HAS REJECTED WATER FLUORIDATION

[\(HTTP://WWW.FLUORIDEALERT.ORG/CONTENT/EUROPE-STATEMENTS/\)](http://www.fluoridealert.org/content/europe-statements/)

MANY CHILDREN NOW EXCEED RECOMMENDED DAILY FLUORIDE INTAKE FROM TOOTHPASTE ALONE.

[\(HTTP://FLUORIDEALERT.ORG/ISSUES/SOURCES/F-TOOTHPASTE/\)](http://fluoridealert.org/issues/sources/f-tootHPaste/)

FLUORIDE IS NOT A NUTRIENT

[\(HTTP://WWW.FLUORIDEALERT.ORG/STUDIES/ESSENTIAL-NUTRIENT/\)](http://www.fluoridealert.org/studies/essential-nutrient/)

64 STUDIES HAVE LINKED FLUORIDE WITH REDUCED IQ IN CHILDREN

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Sewer Commission, and which, in my opinion, poses unacceptable risks to public health. I cannot in good conscience be a party to this."

According to press reports Chamberlain had served as water superintendent for 30 years.

His detailed, five-page letter to the Town Administrator takes the latter to task for mistakenly thinking fluoridation is mandated in Richmond and for not being aware of state guidance documents that Chamberlain cited to justify his approach to fluoridation.

In the letter he explained that he felt the 0.3 mg per liter level was justified, and that ultimate responsibility for patient care rested with healthcare providers.

"[I]t has been my judgment since 2011 that the safest and most responsible policy is to fluoridate our water system at or about 0.3 mg/L, which I understand to be at or near the lowest level presently considered to be beneficial to public health, and to rely upon healthcare providers to determine whether any supplementation is advisable for their patients," he wrote.

Source: [Kendall Chamberlin Resignation Letter \(http://fluoridealert.org/wp-content/uploads/2022-10-17-resignation-letter.pdf\)](http://fluoridealert.org/wp-content/uploads/2022-10-17-resignation-letter.pdf)

(1940s Documents Show Sugar Industry Captured Dentistry, Pushed Fluoride

An examination of the records of the American Dental Association has revealed the key role of business interests in converting dentistry from a guild that opposed fluoride and a diet rich in refined carbohydrates to one that favored both, according to a new paper by University of Washington Dental School professor P.P. Hujoiel in the *Nutrients* journal.

Hujoiel ties the promotion of water fluoridation and fluoride pills to an alignment of dentistry with the cereal industry, with the result that "Leading global organizations currently recommend fluoride supplementation because they recommend high carbohydrate diets which can cause dental caries. Low-carbohydrate diets prevent dental caries making such fluoride recommendations largely unnecessary."

Hujoiel reports that key personnel and management changes in the dental guild, influenced by the cereal industry, including the replacement of editor of the *Journal of the American Dental Association*, coincided with the complete reversal of dentistry's opposition to fluoride.

"Internal documents show that private interests motivated the events which led these expert panels to engage in pivotal scientific reversals. These private interests biased scientific processes and these reversals occurred largely in an absence of supporting evidence," he wrote.

He highlights a change in the ADA's view of the safety of topical fluoride applications as a crucial development in the acceptance of the toxin.

"A pivotal reversal which helped to open the gates to the fluoride-supplemented high carbohydrate dietary guidelines occurred in 1947. In 1944, 1945 and 1946, the ADA's official policy as published yearly in the *Journal of the American Dental Association* (JADA) was to discourage topical fluorides because in part "the full extent of their possible harmful effects" were not known. In 1947, the ADA CDT [Council on Dental Therapeutics]—as will now be shown—reversed on their position on fluorides in the absence of apparent new data on safety. The new position became that topical fluoride applied by dentists had "relative safety", was effective, and could be recommended for a "highly susceptible population." It was a watershed moment for fluoride as a universal therapeutic," he wrote.

Hujoiel highlights the role of the president of the Kellogg Foundation, who became the first chairman of the guild's new Council on Dental Health in 1942.



Crippling Waters

[\(https://fluoridealert.org/fan-tv/crippling-waters/\)](https://fluoridealert.org/fan-tv/crippling-waters/)



Professional Perspectives on Water Fluoridation

[\(https://fluoridealert.org/fan-tv/prof-perspectives/\)](https://fluoridealert.org/fan-tv/prof-perspectives/)



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[The Absurdities of Water Fluoridation](https://fluoridealert.org/articles/absurdity/)

(caption id="attachment_10205" align="alignleft" width="190") Paul Connitt, PhD (caption) Water fluoridation is a peculiarly American phenomenon. It started at a time when asbestos lined our pipes, lead was added to gasoline, PCBs filled our transformers and DDT was deemed so "safe and effective" that officials felt no qualms spraying kids in school classrooms

[\(https://fluoridealert.org/articles/absurdity/\)](https://fluoridealert.org/articles/absurdity/)

[Why I am now officially opposed to adding fluoride to drinking water](https://fluoridealert.org/articles/limeback/)

https://www.youtube.com/watch?v=IF-hKlqCuM_Appl, 2000 To whom it may concern: Since April of 1999, I have publicly decried the addition of fluoride, especially hydrofluosilicic acid, to drinking water for the purpose of preventing tooth decay. The following summarize my reasons. New evidence for lack of effectiveness of fluoridation in modern times. (caption id="attachment_10211" align="alignleft" width="150") Dr. Hardy

[\(https://fluoridealert.org/articles/limeback/\)](https://fluoridealert.org/articles/limeback/)

[50 Reasons to Oppose Fluoridation](https://fluoridealert.org/articles/50-reasons/)

Introduction (caption id="attachment_11821" align="alignleft" width="200") Dr. Paul Connitt (caption) In Europe, only Ireland (73%), Poland (1%), Serbia (3%), Spain (11%), and the U.K. (11%) fluoridate any of their water. Most developed countries, including Japan and 97% of the western European population, do not consume fluoridated water. In the U.S., about 70% of public water supplies are

[\(https://fluoridealert.org/articles/50-reasons/\)](https://fluoridealert.org/articles/50-reasons/)

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"This Kellogg president was not an insignificant person; he supervised 2.2 billion dollars inflation-adjusted donations from Kellogg (reported as 290 million dollars in 1970) during his subsequent 27-year tenure as president of the Kellogg Foundation....In an ADA Council on Dental Health meeting, the Kellogg president commented in a fluoride-related discussion how "the thyroid problem in Michigan has been almost completely overcome by compulsory addition of iodine to salt", to which a committee

member replied "that would solve the problem (i.e., dental caries)—compulsion". It is one of the early references to the view that dental caries could be the result of a fluoride deficiency, just like thyroid problems could be the result of an iodine deficiency, and that dental caries could be solved "with compulsory addition" of fluoride to the diet. One member of the ADA Research Committee wondered whether the introduction of fluoride in the water would "initiate any diseases" to which another committee member replied: "The beneficence is sufficient to warrant the chance."

Source: <https://doi.org/10.3390/nu14204263> (<https://doi.org/10.3390/nu14204263>)

()Canary Islands Study Finds Cold Brew Coffees Can Make Significant Contribution Of Fluoride To Diet There

In an example of how fluoride in water can cause processed foods and drinks to have high levels of fluoride, researches from the University of La Laguna report the fluoride content of several ready-to-drink cold brew coffee preparations sold there, and note that regular consumption of these products adds a significant amount of fluoride to the diet.

They note, "According to European Food Safety Authority (EFSA), fluoride is not an essential nutrient and therefore no recommended intake can be given for the proper development of physiological functions. The harmful effects on health have been reported, as exposure to high concentrations of this ion over time produces different pathologies, including dental fluorosis, in which brownish stains are formed due to the hypomineralization of the enamel, thus losing its protective capacity against bacteria, which leads to the appearance of caries. On the other hand, in skeletal fluorosis, fluoride accumulates in bone tissue, causing an increase in bone density. Fluoride damage can be even more severe, with reported damage to soft tissues such as the kidney, liver, brain and even reproductive organs. Several studies confirm the relationship between the consumption of water supplies with high fluoride concentrations during pregnancy and the birth of babies with lower IQs."

Using the European Food Safety Authority recommendation of a maximum intake of 7 mg of fluoride per day, the authors concluded, "The consumption of three servings poses no health risk; however, it confers a significant value of fluoride contribution to the diet."

Source: <https://doi.org/10.3390/life12101615> (<https://doi.org/10.3390/life12101615>)

()Mouse Study Finds Intestinal Damage From Fluoride Enhanced In Estrogen Deficient

Writing out of concern over what they call the "fluoride contamination crisis," investigators from Henan University of Science and Technology report that mice who are deficient in estrogen because their ovaries were removed, when given sodium fluoride in drinking water, suffered greater damage to their intestinal lining.

"Collectively, fluoride exposure impaired the small intestinal mucosal barrier by inducing damage to intestinal epithelial cells and inhibiting intestinal epithelial cell proliferation. Disorders in the junctional complex protein expression blocked the synergy between intercellular communication and aggravated mucosal injury," they report in *Ecotoxicology and Environmental Safety* October 14.

Their microscopical examination of the intestinal cells found perturbations of the junctions connecting cells, which has profound implications for intestinal function. They also report fluoride-induced changes in the production of the proteins used in the cell junctions.

Fluoride & IQ: 76 Studies

• As of July 18, 2022, a total of 85 human studies have investigated the relationship between fluoride and human intelligence. • Of these investigations, 76 studies have reported that elevated fluoride exposure is associated with reduced IQ in humans. • The studies which reported an association of reduced IQ with exposure

(<https://fluoridealert.org/studies/brain01/>)

Fluoride's Effect on Fetal Brain

The human placenta does not prevent the passage of fluoride from a pregnant mother's bloodstream to the fetus. As a result, a fetus can be harmed by fluoride ingested pregnancy. Based on research from China, the fetal brain is one of the organs susceptible to fluoride poisoning. As highlighted by the excerpts

(https://fluoridealert.org/studies/brain05_/)

Fluoride: Developmental Neurotoxicity

Developmental Neurotoxicity There has been a tremendous amount of research done on the association of exposure to fluoride with developmental neurotoxicity. There are over 60 studies reporting reduced IQ in children and several on the impaired learning/memory in animals. And there are studies which link fluoride to Attention Deficit Hyperactivity Disorder, Teaching

(https://fluoridealert.org/studies/brain03_/)

RELATED MISCELLANEOUS CONTENT:

Email Exchange with FDA re: Fluoride Supplements

Email exchange regarding FDA's reasons for not approving fluoride supplements.

(<https://fluoridealert.org/content/fda-emails/>)

Harvard's Statement on Chester Douglass/Scientific Misconduct

Statement Concerning the Outcome of the Review into Allegations of Research Misconduct Involving Fluoride Research BOSTON-August 15, 2006-The Harvard Medical School and School of Dental Medicine (HSDM) review of Chester Douglass, DMD, PhD, professor of oral health policy and epidemiology at HSDM, has concluded that Douglass did not intentionally omit, misrepresent,

(<https://fluoridealert.org/content/harvard-statement/>)

The 'Altered Recommendations' of the 1983 Surgeon General's Panel

"We believe that EPA staff and managers should be called to testify, along with members of the 1983 Surgeon General's panel and officials of the Department of Human Services, to explain how the original recommendations of the Surgeon General's panel were altered to allow EPA to set otherwise unjustifiable drinking water standards for fluoride."

(<https://fluoridealert.org/content/surgeon-general/>)

"Our study suggested that the combination of fluoride and estrogen deficiency aggravated intestinal mucosal damage and toxicity, which provides new explanations for the development and severity of intestinal disease in postmenopausal women with high-fluoride areas," they concluded.

Source: <https://doi.org/10.1016/j.ecoenv.2022.114181>
(<https://doi.org/10.1016/j.ecoenv.2022.114181>)

•• Michael Dolan can be contacted at <mdolan.ecsn@outlook.com>

•• The archives of The Fluoridation Review are available at: <https://fluoridealert.org/about/fluoridation-weekly-review/>
(<https://default.salsalabs.org/Te7a6f04c-3c56-42b7-871a-3cbe576737d8/229b4429-cacf-48af-87ba-5c92fb25a9dc>)

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CV19 AI Bioweapon from Infection to Injection - Karen Kingston

By Greg Hunter On October 25, 2022 In Political Analysis 309 Comments



By Greg Hunter's USAWatchdog.com

Karen Kingston is a biotech analyst and former Pfizer employee who has researched and written about many aspects of Covid 19 and the so-called vaccines. Her long-standing position is the entire CV19 plandemic was, in fact, a manmade bioweapon from infection to injection. Kingston has now found all the patents to prove that the CV19 vaccines are made to destroy humanity. Kinston is back again with

a mind-blowing update on extremely advanced medical technology that has already been injected 600 million times alone into unsuspecting Americans. Kingston explains, "This is an AI (artificial intelligence) bioweapon. It is part technology and part biology. It is designed to hijack the human genome. It can be used to experiment on humans, and it can also be used to exterminate them. We are walking around calling it a vaccine, and this needs to stop immediately. . . . There is an advanced technology called Qdot and lipid nanoparticles that is in these injections. Under EUA law (Emergency Use Authorization) . . . under premarket application, the user, inventor or applicant does not have to disclose the technology if it is not of public purview. This patent for Qdot was made a trade secret . . . and it was a trade secret, and that means they did not have to disclose it. Once that FDA approval happened on August 23, (for Comirnaty) they had two weeks to disclose it, and somehow or another all of America and the globe were convinced that it really didn't happen. Read my **Substack**. It absolutely happened, all the documentation is there. . . . So, what is going on with the children is nothing more than aggravated assault, murder and experimentation. It's way worse than what happened in the camps in Nazi Germany, and I am not being hyperbolic. It's time we stop being deceived by these lies."

Kingston says the CV19 injections are not just extremely deadly and dangerous, but demonic technology. Kingston says, "The former head of infectious disease at Moderna states 'The devil is absolutely in the details' as far as lipid nanoparticles are concerned. He's telling us they are working with demonic technology. The takeaway of this article (posted on **Kingston's Substack**) is that mRNA molecules are so fragile that they can't get into cells on their own. They need lipid nanoparticles. That means the SARS-CoV-2 virus . . . could never get into your body on its own. It needs this technology. . . . They took biology and they merged it with technology. . . . This technology is infecting us with trillions of spike proteins, which are part biology and part technology. What they are calling spike proteins is a lipid nanoparticle bioweapon backed by artificial intelligence. . . . It's alive and cognitive, and it is functioning with Quantum dot. This is basically parasitic in nature. That's what people are shedding, it is this AI bioweapon. When

GREG HUNTER



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Greg's Private Messages

people are removing blood clots, those are bio-synthetic structure parasites. . . .When embalmers remove them, they can continue to develop without the host. They don't need the human anymore."

Another mind-blowing fact is the AI bioweapons injected into the body are activated by light and also 5G frequencies. Kingston explains, "When you look at the patents (also on Kingston's Substack) it's based on optics. It's based on photons or light particles. Quantum dots are in LED lights. It is what gives LEDs their bright colors. It gives your TV bright colors too, and it is in these injections per the patent you can find on Moderna's website. Good thing I saved a copy of it last year because now they turned it into a trade secret. . . .Before we had 5G, this technology was useless. It was powerless. It cannot be activated without the 5G towers. If fiber optics and 5G technology disappears, so does this demonic AI technology. . . .this can be used for tag, track and trace, and they can be used for more than that. They can be used for control. . . .We are at war, and we are being deceived. We are loving the technology that is going to end up exterminating us. The U.S. military just put up 80 . . . towers with AT&T over the last six months. They are flying up Starlink up into the sky, and this is where all this data goes to. We are being told it is for our military operations and our defense. No. When they activate this stuff, it will execute our military. It is to execute the American people. There is no good in evil. . . . God's people can take this stuff down, and if we don't, God will. That's the way out of this. This is all activated with optics. . . . Why do we have 5G? It does not benefit us. It is to kill us and spawn this new technology out of our bodies. . . .This technology is the most infectious technology this planet has ever seen. We have all been affected. If we take these stupid LED lights and 5G down, it deactivates the technology. It doesn't mean you are going to be cured, but it stops it in its tracks."

There is much more in the 1-hour and 1-minute interview.

Join Greg Hunter of USAWatchdog.com as he goes One-on-One with biotech analyst Karen Kingston as she gives a mind-blowing update on the bioweapon injections for 10.25.22.

(To Donate to USAWatchdog.com Click Here)



After the Interview:

To support the campaign created by Karen Kingston called "Take Down Covid-19" that will, in part, "STOP all COVID-19 emergency powers and financial funding and ban and recall all COVID-19 products and technologies," [click here](#).

To look at some of the data and documents Kingston shows to prove the CV19 vax is a bioweapon, go to the kingstonreport@substack.com. To support Kingston financially, you can [become a subscriber](#).

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POLL: WHAT DO YOU THINK?

Do you think the economy will hold together for the rest of the year?

- ☐ Yes! and things get a little better by Christmas
- ☐ No! It blows up and Mad Max Makes his return
- ☐ I don't know

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Water treatment chemicals contribute to Arsenic levels in drinking water

Sun, 29 Oct 2000

[George Glasser](#)

(gtigerclaw@worldnet.att.net)

FOR IMMEDIATE RELEASE

Oct. 29, 2000

From George Glasser, St. Petersburg, FL

Fluoridation chemicals contain highest levels of Arsenic

In an October 2000 *Opflow* article, "Treatment Chemicals Contribute to Arsenic Levels," the authors report that if the US Environmental Protection Agency Arsenic standard were set at three to five parts per billion, about ten percent of the Maximum Contaminant Level (MCL) for Arsenic would be contributed by water treatment chemicals. They stated that 90% of the Arsenic contamination found in drinking water is attributable to fluorosilicic acid used in artificial fluoridation schemes. The EPA is lobbying Congress and the Senate to reduce Arsenic levels to three to five parts per billion.

Many studies have concluded that chronic health effects due to low concentrations of Arsenic in the drinking water include prostate, skin,

google: Agenda 21 Depopulation
www.Fluoride Action
Network.org
www.Dprogram.net

The Epoch Times

Unusual Toxic Components Found in COVID Vaccines, ‘Without Exception’: German Scientists

A group of independent German scientists found toxic components—mostly metallic—in all the COVID vaccine samples they analyzed, “without exception” using modern medical and physical measuring techniques. The Working Group for COVID Vaccine Analysis says that some of the toxic elements found inside the AstraZeneca, Pfizer, and Moderna vaccine vials were not listed in the ingredient [...]

AUGUST 22, 2022 BY ENRICO TRIGOSO

https://www.theepochtimes.com/unusual-toxic-components-found-in-covid-vaccines-without-exception-german-scientists_4673873.html?utm_source=ai&utm_medium=search

Pfizer Has Stopped Its COVID Vaccine Clinical Trial in Pregnant Women: Internal Email

Pfizer and BioNTech’s clinical trial to evaluate their COVID-19 vaccine in pregnant women has been discontinued, according to a newly disclosed internal Pfizer email filed as evidence in a recent court case. The case in part questions whether the vaccine has been adequately tested to assess for risks to women’s reproductive health. A professor of [...]

SEPTEMBER 1, 2022 BY NOÉ CHARTIER

https://www.theepochtimes.com/pfizer-has-stopped-its-covid-vaccine-clinical-trial-in-pregnant-women-internal-email_4700143.html?utm_source=ai&utm_medium=search

Leaked Video Suggests Israeli Health Officials Covered Up Serious Safety Problems With Pfizer COVID Vaccine

A leaked video recording reveals researchers in June shared data with the Israeli Ministry of Health showing serious and long-term side effects associated with Pfizer’s COVID-19 vaccine, but Israeli health officials told the public in an August report that serious side effects were “rare” and short-term. This article was originally published by The Defender – [...]

SEPTEMBER 9, 2022 BY SUZANNE BURDICK, THE DEFENDER

https://www.theepochtimes.com/health/leaked-video-suggests-israeli-health-officials-covered-up-serious-safety-problems-with-pfizer-covid-vaccine_4720976.html?utm_source=ai&utm_medium=search

Fibrous Clots, Foreign Matter in Blood After COVID Jabs: Is There a Way to Detox?

Recently unusual blood clots as well as metal-like foreign objects found in the vessels of COVID-19 jab recipients have been reported across the country. Both types of substances are unusual and are likely to be harmful to our bodies. What are the potential causes and ramifications of these substances, and is there any chance of [...]

SEPTEMBER 18, 2022 BY DR. YUHONG DONG, DR. ANN CORSON

https://www.theepochtimes.com/health/fibrous-clots-foreign-matter-in-blood-after-covid-jabs-is-there-a-way-to-detox_4738079.html?utm_source=ai&utm_medium=search

COVID Vaccines Contaminate Breastmilk With mRNA: Study

A new study published on the JAMA network concludes that mRNA from COVID vaccines can be transmitted in small amounts through breast milk. The authors of the study examined 11 "lactating individuals," after getting either the Pfizer or Moderna mRNA shots. Nine of them were white, one black, and one Asian. Five of the participants [...]

SEPTEMBER 27, 2022 BY ENRICO TRIGOSO

https://www.theepochtimes.com/covid-vaccines-contaminate-breastmilk-with-mrna-jama-study_4757809.html?utm_source=ai&utm_medium=search

COVID Vaccine Mandates Weakening US Military, Retired Vice Admiral Warns

A retired U.S. Coast Guard rear admiral warned that COVID-19 vaccine mandates are weakening the military and driving down recruitment efforts. In a letter published Monday, retired Coast Guard Vice Admiral William "Dean" Lee criticized the Biden administration's vaccine mandate. The rule, implemented in 2021 through the Department of Defense (DOD), has allowed for few religious [...]

OCTOBER 4, 2022 BY JACK PHILLIPS

https://www.theepochtimes.com/covid-vaccine-mandates-weakening-us-military-retired-real-admiral-warns_4774265.html?utm_source=ai&utm_medium=search

Unsettling Research Links COVID Vaccine to Parkinson's

The list of complications, conditions, and diseases resulting from the COVID shots is nearly endless and can affect any organ system in the body. Pfizer knew. Here's their document. Look at the last 8 pages, which lists more than 1100 serious side effects and life-threatening illnesses Pfizer knew would happen from the first shot. We [...]

OCTOBER 4, 2022 BY SHERRI TENPENNY

https://www.theepochtimes.com/unsettling-research-links-covid-vaccine-to-parkinsons_4765232.html?utm_source=ai&utm_medium=search

Free mRNA for Your Baby?

Scientists at New York University's Long Island School of Medicine have detected messenger RNA COVID-19 vaccines in human breast milk, according to a new study. This peer-reviewed research, published on September 26, 2022 in the journal JAMA Pediatrics, looked at the breastmilk of 11 healthy breastfeeding women, five of whom had received the Moderna vaccine [...]

OCTOBER 6, 2022 BY JENNIFER MARGULIS, JOE WANG

https://www.theepochtimes.com/health/free-mrna-for-your-infant-baby_4779439.html?utm_source=ai&utm_medium=search

The Science Behind Florida's Recent Recommendation Against mRNA COVID Vaccines for Men 18–39

IN-BRIEF Florida is the first state to recommend against mRNA COVID vaccination of children and men up to age 39, but it joins the UK, Sweden, and Denmark in some regards. The Florida Department of Health conducted a self-controlled case series (SCCS) with a 25-week observation period, similar to an analysis done in the UK. [...]

OCTOBER 17, 2022 BY DR. YUHONG DONG

https://www.theepochtimes.com/health/the-science-behind-floridas-recent-recommendation-against-mrna-covid-vaccines-for-men-18-39_4801126.html?utm_source=ai&utm_medium=search

Growing Number of Governors Reject COVID Vaccines for School Entry After CDC Vote

The GOP governors of several states indicated they will not implement mandates for children to receive a COVID-19 vaccine to enter school after a Centers for Disease Control and Prevention (CDC) advisory panel voted last week to recommend adding the vaccine to the childhood immunization schedule. Governors in Tennessee, South Carolina, Virginia, Montana, Alabama, Oklahoma, Florida, [...]

OCTOBER 23, 2022 BY JACK PHILLIPS

https://www.theepochtimes.com/growing-number-of-governors-reject-covid-vaccines-for-school-entry-after-cdc-vote_4814957.html?utm_source=ai&utm_medium=search

Coalition Presents Letter Signed by Canadian Scientists, Asking Health Officials to Affirm COVID Vaccine 'Safety Risks'

A coalition of over 20 public interest groups is calling on the federal government to publicly affirm the “material risks and scientific uncertainties” related to COVID-19 mRNA vaccines, presenting a letter signed by 19 doctors, scientists, and academics across the country. Coming together as the “Citizens’ Group,” the coalition wrote the letter to Jean-Yves Duclos and [...]

OCTOBER 25, 2022 BY ISAAC TEO

https://www.theepochtimes.com/coalition-presents-letter-signed-by-canadian-scientists-asking-health-officials-to-affirm-covid-vaccine-safety-risks_4818542.html?utm_source=ai&utm_medium=search

Biden Calls on Americans as Young as 5 to Get 'COVID Vaccine Once a Year'

President Joe Biden called on Americans five years and up to get a dose of an “updated” COVID-19 booster, recommending the vaccine “once a year” as he received a dose of the newly authorized shot on Tuesday. “For Americans over five years of age who are fully vaccinated, our nation’s health experts recommend that they get [...]

OCTOBER 26, 2022 BY LORENZ DUCHAMPS

https://www.theepochtimes.com/biden-calls-on-americans-as-young-as-5-to-get-covid-vaccine-once-a-year_4821219.html?utm_source=ai&utm_medium=search

COVID Vaccine Mandates Expose Religious Discrimination Within the Military

Commentary The COVID-19 vaccination mandates impacted Americans across the country, forcing many to choose between their bodily autonomy and, in many cases, their livelihoods. But many Americans had to choose between not just their preferred health choices but also their sincerely held religious beliefs. Sadly, the very men and women who defend constitutional rights, such [...]

OCTOBER 27, 2022 BY EMILY ALLISON

https://www.theepochtimes.com/covid-vaccine-mandates-expose-religious-discrimination-within-the-military_4820763.html?utm_source=ai&utm_medium=search

Hyperbaric Oxygen Therapy for Long COVID and Post COVID Vaccine Symptoms

Hyperbaric oxygen therapy (HBOT) is a treatment that increases blood oxygen levels to boost wound healing and clear bacterial infections. Recent studies and doctors’ clinical experiences suggest that it may be useful for treating long COVID and post COVID vaccine symptoms. “When I first heard about it [HBOT] I thought, ‘this is goofy,’” said Dr. [...]

OCTOBER 27, 2022 BY MARINA ZHANG

https://www.theepochtimes.com/health/hyperbaric-oxygen-therapy-for-long-covid-and-post-covid-vaccine-symptoms_4823119.html?utm_source=ai&utm_medium=search

More Adverse Events: It's Time to Halt COVID Vaccine Recommendations for Pregnant Women

According to the recommendations from the Centers for Disease Control and Prevention (CDC) and the Food and Drug Administration (FDA), pregnant women should be vaccinated against COVID-19. However, the main research work to back up this policy was the influential CDC-sponsored article by Shimabukuro et al. (2021), published in the New England Journal of Medicine, [...]

OCTOBER 28, 2022 BY DR. SEAN LIN

https://www.theepochtimes.com/health/more-adverse-events-its-time-to-halt-covid-vaccine-recommendations-for-pregnant-women_4824656.html?utm_source=ai&utm_medium=search

Toxic Components Found in Blood of Patients Who Took COVID Vaccines: German Scientists

In this episode of Frontline Health, we look at the blood of patients who took the COVID-19 mRNA vaccine. These blood samples were taken and analyzed by a group of 60 interdisciplinary scientists, including physicists, chemists, pharmacologists, microbiologists, and doctors. They found strange foreign objects floating among the blood cells. The team previously observed these [...]

AUGUST 25, 2022 BY DAN SKORBACH

https://www.theepochtimes.com/toxic-components-found-in-blood-of-patients-who-took-covid-vaccines-german-scientists_4689152.html?utm_source=ai&utm_medium=search

COVID Vaccine Injury Data: 143,233 Percent Increase in Cancer

When something goes wrong inside a cell's DNA, the cell fires a signal that tells other cells, "I've gone bad. Please kill me." This early warning helps the immune system stop cancer cells from multiplying. It stops a virus from replicating. So it's a very important early response tool that works across the whole body. [...]

AUGUST 30, 2022 BY DAN SKORBACH

https://www.theepochtimes.com/covid-vaccine-injury-data-143233-percent-increase-in-cancer_4699328.html?utm_source=ai&utm_medium=search

Pfizer Exec Makes Bombshell Admission About Covid Vaccine | Facts Matter

A Pfizer executive conceded that prior to entering the market, neither she nor any other officials at Pfizer knew whether or not their COVID vaccine would stop transmission. BUY Jan 6 DVD: <https://www.epochtv.shop/product-page/dvd-the-real-story-of-january-6>, Promo Code "Roman" for 20% off. Stay tuned for our newsletter so you won't miss out on our exclusive videos and private [...]

OCTOBER 12, 2022 BY ROMAN BALMAKOV

https://www.theepochtimes.com/pfizer-exec-makes-bombshell-admission-about-covid-vaccine-facts-matter_4792772.html?utm_source=ai&utm_medium=search

Dr. Oz and Fetterman Face Off in Debate; New York Supreme Court Strikes Down COVID Vaccine Mandate | NTD Good Morning

Dr. Mehmet Oz and John Fetterman are competing for a senate seat in a race that could help determine which party controls the chamber. We have the highlights from their highly anticipated debate in Pennsylvania on Oct. 25. Shots were fired as Zeldin and Hochul squared off in a heated debate to determine who will sit in the governor's [...]

OCTOBER 26, 2022 BY EVELYN LI

https://www.theepochtimes.com/dr-oz-and-fetterman-face-off-in-debate-new-york-supreme-court-strikes-down-covid-vaccine-mandate-ntd-good-morning_4821464.html?utm_source=ai&utm_medium=search

Self-Assembly of Polymer Brush-Functionalized Inorganic Nanoparticles

Jan. 16, 2014 by American Chemical Society

<https://www.bing.com/videos/search?q=Self-Assemble+Nanoparticles&view=detail&mid=183B17EDF7CD77BDD38A183B17EDF7CD77BDD38A&FORM=VIRE>

Self-assembling Peptide Nanoparticles (SaPNs): their Use in Biomedical Applications

European & Global CLINAM Summit 2016: Cutting Edge Medicine

<https://www.youtube.com/watch?v=aaN0fcAVjSs>

Poly(Ethylene Glycol) Functionalized Graphene Oxide in Tissue Engineering: A Review on Recent Advances

Dovepress

April 21, 2020

By Ghosh S, Chatterjee K

<https://www.dovepress.com/polyethylene-glycol-functionalized-graphene-oxide-in-tissue-engineerin-peer-reviewed-fulltext-article-IJN>

US Patent 10703789B2

Modified polynucleotides for the production of secreted proteins

Abstract

A pharmaceutical composition which has a plurality of lipid nanoparticles that has a mean particle size of between 80 nm and 160 nm and contains a modified mRNA encoding a polypeptide. The lipid nanoparticles include a cationic lipid, a neutral lipid, a cholesterol, and a PEG lipid. The mRNA contains a 5'-cap, 5'-UTR, N1-methyl-pseudouridine, a 3'-UTR, and a poly-A region with at least 100 nucleotides.

<https://patents.google.com/patent/US10703789B2/en>

maintenance corporation. I guess he went into the right business for his frame of mind. Very sad.

2 ^ | v • Reply • Share ›

BChristine ➔ Flow Keeper • 7 hours ago

Sad indeed. What makes one person in the same family compassionate with values for life, and the other the opposite? It must be greed. All you can do is hope and pray your brother has an awakening at some point in his life - it does happen.

1 ^ | v • Reply • Share ›

reader • 7 hours ago

So why exactly is the European Parliament's COVID-19 committee going to Pfizer to see Pfizer's contract with the EU rather than going to the EU to see Pfizer's contract with the EU?!

1 ^ | v • Reply • Share ›

Marjorie Rosenfeld • 8 hours ago

Pfizer has a long history of fines for fraud and harm done by their products. See <https://www.drugdangers.com...> abd scroll way down to see the products they've been in law suits over. I haven't taken any of their poison jabs and wouldn't even let Pfizer clean my floors. The whole mRNA technology is fatally flawed. The spike on which it's based is toxic and goes everywhere in the body, creating injury and sometimes even death.

1 ^ | v • Reply • Share ›

Spevy • 9 hours ago

Transparency is not healthy for a Government and the bureaucracy...It tells a story of lies and deceit..

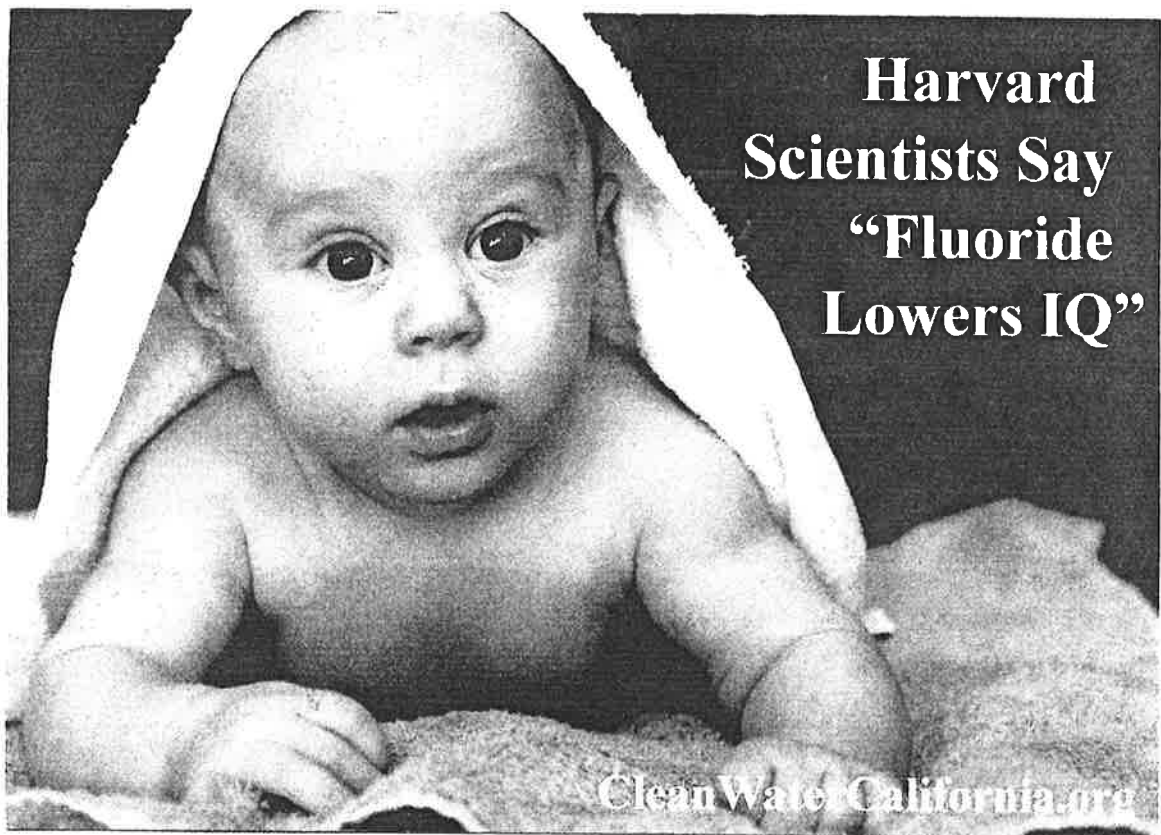
1 ^ | v • Reply • Share ›

jupiteralliance • 8 hours ago

Pfizer's contracts bully the country into agreeing not to use any other treatments, i.e. therapeutics. It will invalidate the contract. And just remember at the beginning of the pandemic, Pfizer announced to their board of directors that Pfizer estimated it could make 5 billion on booster shots alone per year.

^ | v • Reply • Share ›

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**Harvard
Scientists Say
“Fluoride
Lowers IQ”**

CleanWaterCalifornia.org



**Did You Know that the
Fluoride in Our Water is**

Untreated

Industrial

Waste?

CleanWaterCalifornia.org

Katherine Whitney

11/28/2022

My Testimony

On February 23rd, 1964 I was born Katherine Louise Whitney, named by my grandmother.

I'm now 58 and still doing my very best to walk in God's light, being an example of God's parental love, that I chose when I was very young.

My story is a heartbreak mostly, but if you ride my ride, getting through the hard parts of my story?

I will give you balance with God's blessings during the times of my confessed heartbreaks.

Each event in my life has taught me a lesson. I believe God had a plan in what I have had to survive, because it's created who I am today.

Some of that was Very Painful to learn, making me understand that my story may hurt your heart, hearing parts of what God gave me to survive.

God must want my story to be told because here I am telling it, thank you for listening.

My Grandmother was my blessing.

Being the one person who did her best to teach me God, and to protect and defended me while in her body.

My Grandmother gave me protection by telling me the truth with an explanation about Evil as well as God.
How we all have to maneuver around Evil, with God.

We have to walk knowing we will be helped in God's Name if we use our free will to choose God.
Jesus Christ forgiving us so that we can go to a better place being made.

"That is the promise and God keeps every promise", I remember my grandmother saying to me often.
I believed her in my heart of hearts, and I still do.

God has shown me in very strange ways that my grandmother was right.
Thanks Be to God! Amen!

But that evil was and is real. It does hurt, and will hurt all of us.
There is no getting out of that part in this body.
On this cursed earth, during this time.

"This is our testing ground" grandma would say.
"You Can lead a horse to water, but you cannot make that horse drink, no matter what". I have heard that voice of

my grandma's teaching, when people just refused to see God's lesson. I saw it, why didn't they?

Grandma was right. It's called Your Free Will to Choose.

My grandmother sent me to our Church's bible camp when I was not even old enough to be in school yet. I think I was about 5 years in age.

I was nervous as I was very young.

I remember when I first arrived seeing a swimming pool and that made me feel better, because I like to swim.

When I walked past the pool, the children in it were playing water polo.

I saw them yelling at a female counselor, how they were short one player. Whining at her to join the game and fun. Out of the goodness in her heart, this very pretty counselor jumped in the swimming pool, shorts, shirt and all.

Only thing she took off was her sandals.

The next thing I see is a shining light so bright, so beautiful and warm with love, that it stopped me in my tracks. That Light of God was coming out of every pore she had in her body, that made me drop my sleeping bag and suitcase.

That Light Took my breath away, and I craved her beauty.

Another counselor, who was a male camp counselor saw my breath being taken away and my stopping in my tracks.

He kneeled beside me, whispering in my ear “what do you see baby?”

In an exhale I said “I see God’s light shining out of her.
She’s So Pretty”

This male counselor asked me “Do you want that light?”
I didn’t think I was worthy of that kind of beauty.

“OH YES!” I said “Completely, Whole Heartedly yes!”, I wanted that Love and Light that was shining so bright in front of my eyes. I was very young.

The male counselor then said to me “choosing the light hurts. It hurts a lot. Do you still want it?”
Without missing a beat, I said “YES!”

I wanted to curl up in that light more than I wanted the air in my lungs. More than I wanted life itself.
It was God’s light and I knew it. I wanted that no matter what.

The Camp Counselor then went on to tell me that because of my choice of light, I needed to know I will hurt during my life, my whole life.

That I needed to accept and know I have accepted getting hurt in horrific ways that I can't even imagine. I didn't care and agreed. I wanted God in me, I wanted God's light and no other.

That Camp Counselor did NOT lie to me that day. Not at all. 58 years of pain and horror I've survived. Still breathing, so I must still have stuff to do for God. That's who made me to do whatever it made me to do.

Ever since that conversation and choice I have been raped, by strangers and family.

I have been sodomized by strangers and family.

I have been beaten by strangers and family.

And recently my community's authority in my state tried to murder me, for profit margins, proven in documentation and a civil lawsuit.

No Godly justice has yet to be seen, creating my knowledge that my justice system, our court system in this United States of America, is completely corrupted

because of their love for gold, the dollar, and something that honestly has no value.

But because they place value on it, gold, money and the rest, hurting people to get it? God does not like that and has promised through Jesus Christ, John, Peter and the rest, that it will be avenged by God.

In my life journey, in this body I have learned many lessons. The most important lesson I have learned is how to forgive but I don't forgive people. Not one bit.

I forgive God. Because God knows why It created people, to do something I can't see, People's Free Will Choices hurting me in a crossfire, makes me forgive God for hurting me through them. But those who hurt me? No. I'm not the forgiver, that was Jesus Christ. I'm Katherine, the teacher. Learn or burn. I say that a lot.

Because of my choosing God, being told Very Clearly that I was going to have to survive horror in my choice, I have had to survive horror, and still am.

I am still in this body, doing God's work, in whatever way that shows God's love, until what I was made to do for

God, is actually accomplished. Guess I'm not done yet because I'm still breathing.

My housing created the pain of surviving attempted murder.

Because of that horror survived, I learned that a black man turns white when scared. Seeing my eyes were open scared that black man very badly, he got white. I didn't know that happens. Now I do.

Because of that horror? Creating my lawsuit and whining about my pain on social media, now I'm able to talk to you here today, through my dear friend and now sister with God who is Sadaf.

My light found in my darkness.

My Love family is getting bigger, created me being blessed on this cursed earth, and I'm looking forward to when I can physically hug you all. I'm a hugger so be warned.

I have no ego. I'm told often about my beauty in body, when I honestly don't have an attachment to my body. It's just a vessel made by God, so I can maneuver on this cursed earth, until we are called home.

I'm called crazy because I'm fearless. I have nothing to fear because I know without any doubt that my maker is the Only One who chooses when and how I leave this cursed world, that people have all killed because of greed and gluttony.

All part of God's plan not mine to judge.

I have more legal work God wants me to do. I don't like it, nothing I enjoy about it. But it is my requirement to do for God, and I do that without fear even though history has shown that my government officials have killed people that stand up to their gluttonous, evil choices.

In doing the hard for God, sometimes I get to do fun and joyful things, with my wonderful God family in ways like today, talking with you, and knowing that there is love on this cursed earth.

That fills my heart with joy, because I know it won't be just me, when it's time to be called home. When the place my Maker's Son, who is Jesus Christ, is done building our home, creating a place of joy we will be, without pain, worry, or darkness that hurts.

I'm looking forward to that day very much.

In closing, God gave me 2 Peter 1-4 to close with.

1. Simon Peter, a servant and an apostle of Jesus Christ, to them that have obtained like precious faith with us through the righteousness of God and our Savior Jesus Christ.

2. Grace and Peace be multiplied unto you through the knowledge of God and of Jesus our Lord.

3. According as his divine power hath given unto us all things that pertain unto life and Godliness, through the knowledge of him that hath called us to glory and virtue.

4. Whereby are given unto us exceeding great and precious promises that by these ye might be partaker of the divine nature having escaped the corruption that is in the world through lust. Praise God!

Let us pray.

God, I call on you with your Son who is Jesus Christ in name, to be with us today and hear our cry, hear our call for our homecoming.

You made a promise, and in our hearts we all know you keep every promise made.

We thank you for that day, that we are looking forward to rejoicing in, because of the evil being no longer a worry for us.

Forever and ever.

In Jesus Christ Name, Thank you for your love, God, Amen.

Hallelujah, Praise be to God through Jesus Crist. My love. Let it be your love in your heart too. Then we can all go home.

Thank you for your time and listening. I appreciate and praise you in God's holy light and love. Hallelujah. Blessing is my wish for us all.

From: Wynn Grcich
To: Harris, Rep. Paul; Rebecca Messinger; Dollar, Sarah; [REDACTED]
Subject: Fwd: Scientist Who Defied Intimidation From Harvard Colleagues Wins Award For Work and Integrity
Date: Monday, December 5, 2022 11:17:02 PM

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please give to the city councils and Dr. MELNECK. Confirm that you have, please. Put on public record. Wynn

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

From: **Fluoride Action Network** <[REDACTED]>
Date: Mon, Dec 5, 2022, 1:31 PM
Subject: Scientist Who Defied Intimidation From Harvard Colleagues Wins Award For Work and Integrity
To: <[REDACTED]>

Image



FUNDRAISING UPDATE:

This morning we found some inspiring support in our mailbox, and we are incredibly appreciative. In the past 24-hours we've raised **\$10,115 from 6 donors**, bringing our total to **\$18,345 from 52 donors** on our way to our goal of raising **\$180,000 from 1000 donors** by midnight on December 31st.

Thank you to all who have made a donation towards our 2023 budget and campaign funds, and all who have supported us from the beginning.

NOTE: We've had a handful of reports that some older browsers cannot open our new fundraising page. If you are having this issue, you can still donate via our older fundraising page at this webpage:
<https://donatenow.networkforgood.org/1415005>

You can also donate by check, payable and addressed to:

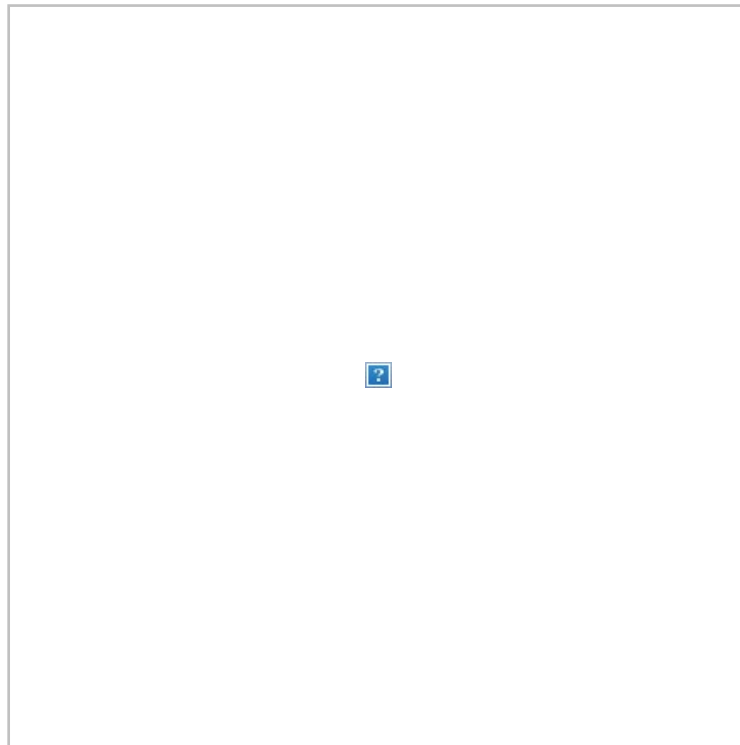
Fluoride Action Network
PO Box 85
North Sutton, NH 03260

[CLICK HERE to Support Our Work With A Tax Deductible Donation](#)
Online Or By Check

Scientist Who Defied Intimidation From Harvard Colleagues Wins Award For Work and Integrity

Dear Wynn:

The International Society for Children's Health and the Environment ([ISCHE](#)) has awarded Philippe Grandjean, MD, DMSc, the Herbert Needleman Award in Children's Environmental Health "for his work on methyl mercury, lead, PFAS and other toxic chemicals." One of the chemicals Dr. Grandjean has been studying for decades is fluoride, including the impact of low-levels of fluoride on the developing brain. He was also an expert witness called to testify at our federal lawsuit against the US Environmental Protection Agency (EPA) to end fluoridation due to neurotoxicity.



The ISCHE is a non-profit society of children's environmental health professionals, including epidemiologists, chemists, toxicologists, and clinicians. The Needleman award is given annually to scientist-advocates who perform important research in children's environmental health, whose work significantly contributes to the enactment of policies and practices that protect children from toxic chemicals, and who pursue their research in the face of strong opposition.

Dr Grandjean is a physician, a scientist, an internationally known expert in environmental epidemiology, an author, and a professor at both Harvard School of Public Health and the University of Southern Denmark. He has held grants and/or consulted with the EPA itself, the National Institutes of Health, the U.S. Food and Drug Administration, the World Health Organization, and numerous other bodies over 25 years. He is the author or co-author of some 500 scientific papers.

He is perhaps best known worldwide for his research on the neurotoxicity of mercury, which involved studying the IQ of children born to mothers whose diet was high in fish consumption (and thence high in mercury). This work led to defining the EPA's safe regulatory levels for mercury in the diet, and inspired downward revisions of methyl mercury exposure limits internationally. He's seen similar results recently to his groundbreaking work on perfluorinated alkylate substances (PFASs).

Work on Fluoride

Since the 1980s, Dr. Grandjean has been studying the effects of fluoride. It began at the suggestion of Irving Selikoff (Selikoff was the founder of the Environmental and Occupational Health Division of Mount Sinai Hospital in New York, and is known as the "father" of asbestos research), when he looked into the health effects of cryolite on workers (cryolite is a mineral containing fluoride, used in the manufacture of aluminum and approved for use as a pesticide on vegetables and fruits). Not only did the exposed workers have the expected symptoms of skeletal fluorosis, but they exhibited other health problems including neurological symptoms.

In regard to fluoridation, Dr. Grandjean's name came into prominence when he published a meta-analysis of 27 fluoride-IQ studies, which found – even though they were conducted in many different geographical areas, by different research teams over a period of about 20 years – a remarkably consistent result ([Choi et al., 2012](#)). Of these 27 studies, 26 found a lowering of IQ in the children with higher fluoride exposure.

Since his work in 2012, Dr. Grandjean has authored or co-authored additional studies and reviews on fluoride's neurotoxicity, including ([Choi et al., 2014](#)), his updated review on fluoride neurotoxicity ([Grandjean, 2019](#)) and the first

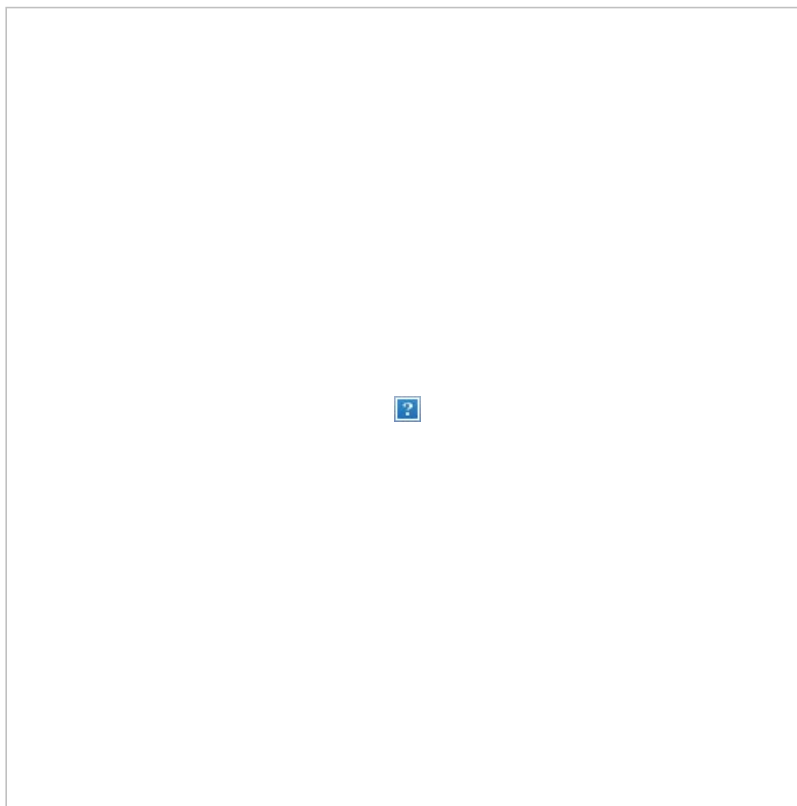
benchmark dose analysis on fetal fluoride exposure ([Grandjean et al., 2021](#)), which found that a maternal urine fluoride concentration of 0.2mg/L, **which studies show is exceeded 4 to 5 times in pregnant women living in fluoridated communities** ([Uyghurturk et al., 2020](#) / [Till et al., 2018](#)), was enough to lower IQ by 1 point.

Standing Up To Those Who Oppose Efforts to Protect The Vulnerable

The Needleman award was created to honor the memory of the late [Herbert L Needleman, MD](#), who was a pediatrician and scientist who conducted groundbreaking research that led to fundamental changes in policy to prevent childhood lead poisoning despite fierce attacks by the lead industry and bureaucratic inertia from government. Like Needleman, Dr. Grandjean has opposition to his work on fluoridation from the dental industry and industry-captured public health officials. An example I'd like to share comes from cross-examination during our [TSCA lawsuit against the EPA](#), where Dr. Grandjean was one of the world-renowned experts the Fluoride Action Network's attorneys called to testify on the science linking fluoridation to fetal neurotoxicity.

***As a side note, the EPA's key expert witness, brought to defend the safety of fluoridation chemicals, had [a very different background](#). She had previously defended the safety of glyphosate for Monsanto, Agent Orange for Dow Chemical, PFOAs for 3M, and pesticides for Syngenta and Croplife.*

Dr. Grandjean testified during our TSCA trial that he was threatened by colleagues and administrators at Harvard University to retract his 2012 conclusions of neurotoxicity from fluoride exposure. As a person with integrity, he defied these threats:



"Well if you want the whole story, I was asked to meet with a professor from Harvard's Dental School. He came to my office and essentially threatened me. He said I was endangering public health, and he demanded that I issue a statement similar to what you're talking about now.

When I said that I would think it over, he went to the Dean's of the medical school, the dental school, and the school of public health -that is my boss - without telling me, and the Dean's did not know what was going on. They were just asked to sign a statement saying, in agreement with CDC that fluoridation is the cornerstone of modern public health. And so this way, the press office of Harvard school of public health said to me, we better issue a statement because the article we just published in a journal called Harvard Public Health has resulted in the largest number of letters from readers, mainly dentists - that is fluoridation proponents, including this professor/colleague from Harvard's

dental school - who demanded that Harvard retract the results of my study.

And I said 'hey, my study, I can't retract that, I can't retract the conclusions.' But I was then presented with the wording that you're just referring to. So this is not my wording. It is an attempt to calm the tempers of the fluoridation proponents in the U.S."

As Dr. Grandjean describes at the end of his statement, his name was added to a Harvard document intended to show support for the safety of fluoridation; essentially refuting his own study's findings. However, Dr. Grandjean stuck to his guns, never signed the document, and later published a press release calling for fluoride levels in water to be lowered "right away." The Harvard T.H. Chan School of Public Health published the [press release](#), quoting Grandjean:

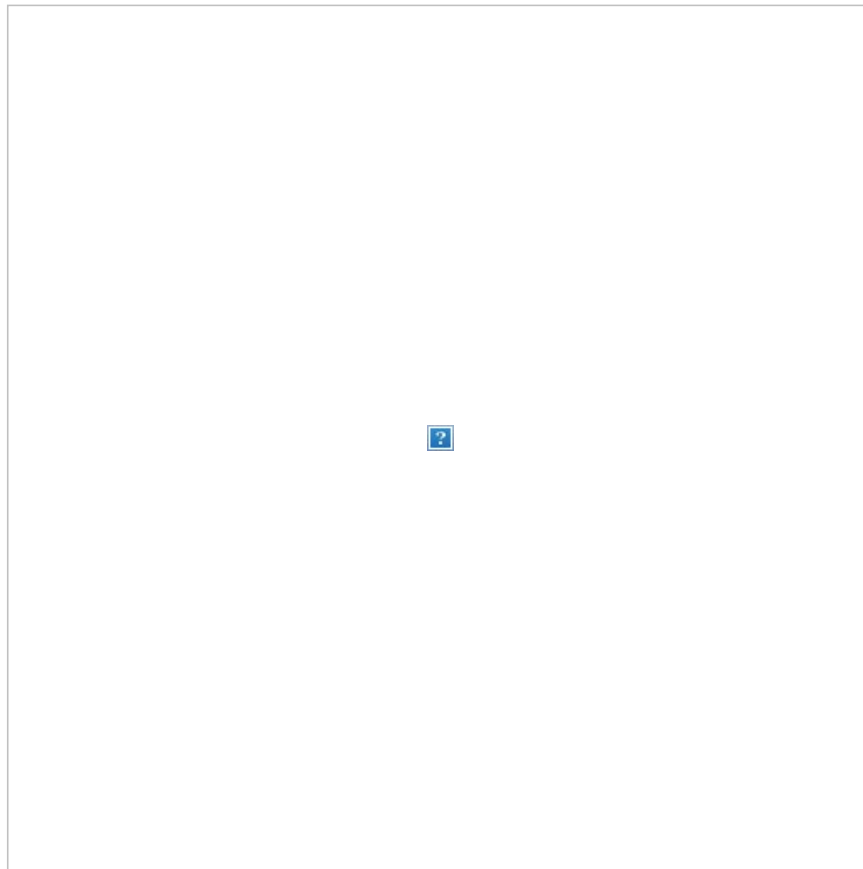
"Just because we did studies over the last 70 years, it doesn't mean that we did everything that is necessary to know for sure that fluoridation is not toxic to some processes in the body or development of the brain. Those studies have actually not been done.

I've worked in this field long enough to know that with time, we have found that lead, mercury, and pesticides were more toxic than we originally thought. I am not willing to sit here and say, okay, let's expose the next generation's brains and just hope for the best."

The conclusions of Dr. Grandjean's 2012 study, that fluoride is a neurotoxic risk to children, have since been bolstered by later studies showing the same risk (including [Bashash et al., 2017](#), [Thomas et al., 2018](#), [Bashash et al., 2018](#), [Green et al., 2019](#), [Till 2020](#), [Cantor et al., 2021](#), [Goodman, 2022](#)).

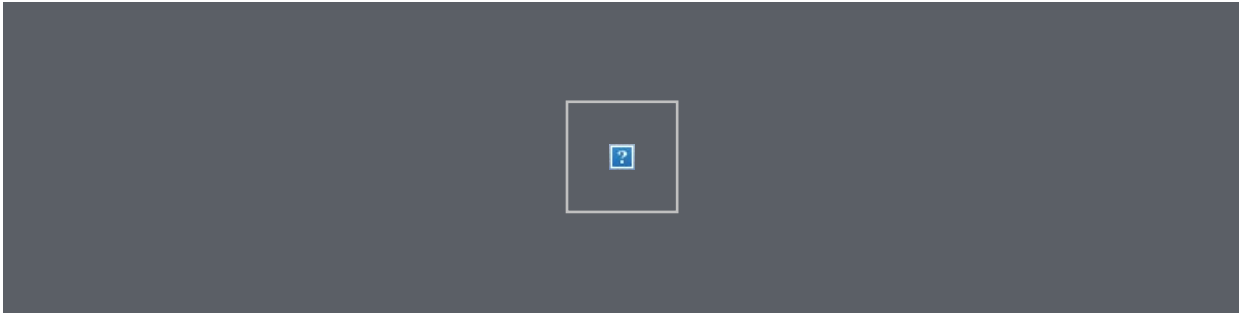
Grandjean's Expert Testimony

Read a summary of Dr. Grandjean's pre-filed Declaratory Statement by clicking on the image below:



Click here to read [Dr. Grandjean's full declaration](#) for the trial (his qualifications, opinions, basis for opinions, and references).

You can also watch and easily share a video version of the declaration summary by clicking below:



Thank you,

Stuart Cooper
Executive Director
[Fluoride Action Network](#)

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



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From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Climate Action Framework
Date: Monday, December 5, 2022 5:04:16 PM

Additional comment for 12/5 Council Meeting

City Manager's Office
CITY OF VANCOUVER
P.O. Box 1995 • Vancouver, WA 98668-1995
P: 360.487.8600 | F: 360.487.8625
www.cityofvancouver.us

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

From: Patrick Thomas [REDACTED] >
Sent: Monday, December 5, 2022 4:55 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Climate Action Framework

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

Hi everyone! Thank you for taking on the task of assembling this framework. I'm not a climate expert, but this seems like an excellent start and I hope we follow thru with these plans! My only concern is that we avoid reliance on purchasing carbon credits as a way to offset emissions, as this has proven to be a faulty system.

Patrick Thomas
[REDACTED]

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Climate Plan
Date: Monday, December 5, 2022 2:34:36 PM
Attachments: [image001.png](#)

Hi Sarah,

Here's another comment for tonight's council meeting.

Thank you!

Stephanie Obotette | Support Specialist II
Pronouns: She/Her



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

P: 360.487.8621 | F: 360.487.8625

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From: Tracy C <[REDACTED]>
Sent: Monday, December 5, 2022 2:32 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Climate Plan

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Hello! I had signed up to testify but had to cancel my spot because my son will be at a choir concert. I hope it is not too late, in this case, to submit written testimony instead. Thank you so much!

To the City Councilors and Mayor:

I would like to extend my deepest gratitude for your foresight to do what is right and take on the challenge of the climate crisis instead of doing what is easy, which is the status quo. Yes, there will be upfront costs, but as you already know, the price of inaction snowballs into an avalanche of costs over time.

I can think of no greater cause for action and use of tax dollars than this -- as they say, there is no Planet B. It is miraculous that these issues weren't dealt with many decades ago, when I was a young girl. Now it is past time to get the work done. Years from now, this decision of yours will be looked on in great appreciation.

And even if global warming weren't such an existential threat, the changes you are making will just make Vancouver a MORE LIVABLE city!

Thank you for going with the leading edge climate plan!

Sincerely,
Tracy Ceravolo

From: [Dollar, Sarah](#)
To: [Dollar, Sarah](#)
Subject: FW: Please pass a strong climate framework!
Date: Thursday, December 8, 2022 10:23:41 AM

Sarah Dollar | Assistant to the City Council
CITY OF VANCOUVER, WASHINGTON
City Manager's Office
Pronouns: She/Her/Hers
www.cityofvancouver.us

From: John Ost [REDACTED] >
Sent: Monday, December 5, 2022 4:19 PM
To: City Council <council@cityofvancouver.us>
Subject: Please pass a strong climate framework!

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

Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.

In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Back to the beginning, no place, including Vancouver can build its way out of contributing to worsening the livable environment.

Any plan needs a base from which it starts.

1. What is the beginning year towards which Vancouver is aiming?
2. What was the state of the environment at that time, i.e., was atmospheric CO2 rising at that time? Atmospheric CO2s rise began to be measurable in the first decade of the 1800s, and the temperature rise began to be measurable in the 1850s which is the same decade in which CO2 and

water vapor were identified as greenhouse gases.

3. We live in an airshed. That airshed has a potential capacity to process our CO2 waste. What is our airshed? I suggest Clark County, as it is dishonest to say that the oceans, or equatorial forests or boreal forests are our waste dumps.

4. Every yard of concrete poured, every yard of asphalt rolled, every nail driven into a board, etc., has a carbon footprint. That has to be acknowledged. We can lie to each other but we cannot lie to mother nature.

The plan needs mitigation that will mitigate.

Some mitigations to consider are the following:

1. No native tree greater than 4 inches in diameter above its base shall be cut.
2. No native shrub or forb that survived the 2021 heatwave shall be disturbed.
2. Work towards food self-sufficiency by including land for such use to meet the needs of every city resident within the city and county.
3. Establish an experimental farm for growing trees, shrubs, and annuals with food value in this changing environment. Maybe this could be done at the Heritage Farm. Look at environments with wider temperature and precipitation patterns than were here pre-1950 for inspiration. For example, the American Southwest would be one area and within that area mesquite trees, particularly *Prosopis velutina* is one to consider.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,

John Ost

[REDACTED]

Vancouver, WA 98664

|

From: [Dollar, Sarah](#)
To: [Dollar, Sarah](#)
Subject: FW: Please pass a strong climate framework!
Date: Thursday, December 8, 2022 10:25:11 AM

Sarah Dollar | Assistant to the City Council
CITY OF VANCOUVER, WASHINGTON
City Manager's Office
Pronouns: She/Her/Hers
www.cityofvancouver.us

From: Rebecca Sellers <[REDACTED]>
Sent: Monday, December 5, 2022 7:04 PM
To: City Council <council@cityofvancouver.us>
Subject: Please pass a strong climate framework!

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Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework and support you passing it.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.

In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Rebecca Sellers
[REDACTED]

Camas, WA 98607

|

From: [Dollar, Sarah](#)
To: [Dollar, Sarah](#)
Subject: FW: Please pass a strong climate framework!
Date: Thursday, December 8, 2022 10:25:33 AM

Sarah Dollar | Assistant to the City Council
CITY OF VANCOUVER, WASHINGTON
City Manager's Office
Pronouns: She/Her/Hers
www.cityofvancouver.us

From: Hannah Liu [REDACTED] >
Sent: Tuesday, December 6, 2022 2:58 AM
To: City Council <council@cityofvancouver.us>
Subject: Please pass a strong climate framework!

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Dear City Councilmembers Vancouver,

Thank you for your commitment to addressing climate change in a way that weaves the actions for a healthier and more resilient Vancouver throughout City policy and planning. I appreciate the work the Council and staff have done to develop the Climate Action Framework and support you passing it.

As you adopt this Framework, I urge you to ensure the following is achieved in its implementation:

1. Track progress in ensuring equitable investment and engagement with overburdened communities;
2. Integrate into City operations a transparent and public process to review and evaluate progress on Climate Action Framework, including evaluating City decisions relative to implementation of the Climate Action Framework; and
3. Prioritize investments that achieve multiple benefits, supporting both community and natural systems resiliency of the community.

In the end, the Climate Action Framework should not only be evaluated by the amount of greenhouse gas emissions reduced but also in terms of the resiliency and health of the community.

Thank you for working towards a safer and cleaner future for Vancouver.

Regards,
Hannah Liu
[REDACTED]

Vancouver, WA 98686

|

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Yes for Climate Action Framework
Date: Friday, December 9, 2022 4:08:45 PM

Hello,

Another found in the junk inbox.

Thank you!

City Manager's Office
CITY OF VANCOUVER
P.O. Box 1995 • Vancouver, WA 98668-1995
P: 360.487.8600 | F: 360.487.8625
www.cityofvancouver.us

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

From: Debbie Tomasovic <[REDACTED]>
Sent: Monday, December 5, 2022 6:40 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Yes for Climate Action Framework

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<<https://aka.ms/LearnAboutSenderIdentification>>

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

Hello, I live in the Northwest neighborhood and own a business in the Arnanda neighborhood.

I am writing to share my strong YES vote and support the Vancouver City Council in adopting the Climate Action Framework focused on reducing emissions.

I think making this a framework that can evolve as we discover better and better what our community needs is wise.

Thank you to the city council for taking such crucial action.

Debbie Tomasovic



CITY COUNCIL MEETING MINUTES

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

Anne McEnery-Ogle, Mayor

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

November 28, 2022

WORKSHOPS

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

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

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

https://www.cvtv.org/vid_link/35167?startStreamAt=0&stopStreamAt=4318

4:00-5:00 p.m. Heights District Implementation Update

Patrick Quinton, Economic Development Director, 360-487-7845; Amy Zoltie, Real Estate Project Manager, 360-487-7953

Summary

Staff led Council through a discussion of the Heights District Implementation Update.

5:00-5:30 p.m. 2022 Zoning and Comprehensive Plan Map and Text Changes

Bryan Snodgrass, Principal Planner, 360-487-7946

Summary

Staff led Council through a discussion of the 2022 Zoning and Comprehensive Plan Map and Text.

COUNCIL DINNER / Executive Session Re: Labor Negotiations (1 hr)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 5:10-6:10 p.m. to discuss Labor Negotiations.

COUNCIL CONSENT AGENDA MEETING

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

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: https://www.cvtv.org/vid_link/35169?startStreamAt=0&stopStreamAt=5253 Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: None

Community Communications (Items 1-8)

Mayor McEnerny-Ogle opened Community Communication and received testimony from the following community members regarding Items 1-8:

- Kimberlee Elbon, La Center, WA

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

Consent Agenda (Items 1-8)

Council requested Items 2, 4 and 7 to be pulled.

Council briefly discussed the items with staff.

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

1. Continued use of C-101074: Sourcewell Contract 093021-ELG for the purchase of goods and services for Elgin Street sweepers

Staff Report: 187-22

The oldest street sweeper in Storm Water's fleet is due for replacement and they want to replace it with the same model of sweeper. This contract also provides price discounts for goods and services needed for maintenance and repairs. Since these purchases will exceed the current contract's \$300,000 spending threshold, we are proactively asking that this contract be amended for purchases to be made according to the departments' current authorized budget in place of setting a new spending threshold. In keeping with Fleet Service's effort to streamline the City's fleet, staff is requesting the ability to purchase from this contract and take advantage of the contract pricing.

Request: Authorize the City Manager or their designee to approve purchases under C-101074: Sourcewell 093021-ELG for the life of the contract with Owen Equipment up to the current authorized budget.

Dan Zenger, Fleet Services Manager, 360-487-8205

Motion approved the request.

2. **OPEIU, AFSCME and JLC 2022 Market Study Implementation**

Staff Report: 188-22

The City conducted a full compensation study for all classifications related to OPEIU, AFSCME and JLC employee groups. The study compares the City's salaries for each classification to the relevant market, which is comprised of comparable public agencies located in Washington, Oregon and the Greater Portland Metropolitan area. Through market data analysis and the use of professional judgement, classifications lagging in the market are adjusted upwards in the salary table into a salary range that brings it within the market average. The study also serves to identify areas for improvement in the City's administration of its compensation and classification practices, which resulted in creating more uniformity in the naming of the classification titles.

Request: Authorize the City Manager or designee to enter into memorandums of understanding with the OPEIU, AFSCME and JLC bargaining units relative to the implementation of the results of the 2022 compensation study for the applicable classifications in the respective collective bargaining groups.

Lisa Takach, Human Resources Director, 360-487-8611

Motion approved the request.

3. **NW Staffing Resources Agreement C-100478, Contract Increase**

Staff Report: 189-22

The City of Vancouver, through the Human Resources Department, currently contracts with Northwest Staffing Resources to provide staff augmentation services on an on-call, as-needed, and occasionally on-going basis. The services required may include, but are not limited to, clerical, light industrial, technical, and professional level staffing. The contract with Northwest Staffing Resources began on November 20, 2020 and ends November 19, 2025. In addition to the use of temporary staffing in support of general City operations, the need for additional temporary staffing has increased in 2022 and is anticipated to continue to support key initiatives. Recent cost drivers include temporary staff used in support the Safe Park operations. Additionally, Vancouver Police Department will utilize temporary staffing to support the processing of back-logged background checks in the hiring of new police officers. It is anticipated the contract not-to-exceed amount (C-100478) of \$1,380,000 will be exhausted by the end of November if not increased. Staff requests an increase to the authorized amount of the contract.

Request: Authorize the City Manager or designee to execute an amendment increasing the authorized not-to-exceed amount of the contract with Northwest Staffing Resources from \$1,380,000 to \$3,380,000.

Motion approved the request.

4. Interagency Agreement Between the City of Vancouver and the City of Washougal Relating to Law Enforcement Services

Staff Report: 190-22

The Vancouver Police Department's Office of the Chief is currently understaffed by two Assistant Police Chiefs. The vacant Assistant Chief positions are responsible for oversight of the Administration Bureau and the Investigations Bureau. The span of control for Chief Mori and Assistant Chief Price has grown as they provide direction to the vacant bureaus. While this temporary situation was not unexpected with Chief Mori's appointment this summer, we had anticipated filling the vacant Assistant Chief positions by early November 2023. The first recruitment for Assistant Chiefs of Police did not yield any candidates. We expect to start our second recruitment for Assistant Chiefs in January 2023, with anticipated start dates in early April 2023.

Request: Authorize the City Manager or designee to execute the interagency agreement between the City of Vancouver and the City of Washougal relating to law enforcement services.

Jeff Mori, Police Chief, 360-487-7472

Motion approved the request.

5. Adoption of Two-Year Extension of Interlocal Agreement with Clark County for Mental Health Therapeutic Court Services

Staff Report: 191-22

Clark County, as part of its criminal justice system, has a District Court Mental Health Therapeutic Court designed to assist indigent misdemeanor clients who have mental health issues. The City is providing public defense services to Mental Health Court through an interlocal agreement with Clark County. The combined contract provides sufficient funding to hire an attorney who specializes in mental health cases which provides better client services. The County, which handles both felony and misdemeanor cases and consequently has a much more extensive indigent defense program, bids out and manages the combined contract for Mental Health Court services. The initial contract period was for two years, 2015-2016 and with two (2) additional two (2) year terms. On October 10, 2016, the City Council adopted the first two-year extension for 2017-2018. On November 26, 2018, the City Council adopted the second, and last, two-year extension for 2019-2020.

On January 25, 2021, the City Council adopted a new interlocal agreement with Clark County. All details from the last interlocal agreement were carried forward into the new interlocal agreement without change, including the same payment schedule that was used in the 2019-2020 extension. The new interlocal contract period was for two years, 2021-2022, with the option for two additional two-year terms by mutual agreement. The City Council is being asked to adopt the first two-year extension, 2023-2024, to the current interlocal agreement with Clark County.

Request: On November 28, 2022, authorize the City Manager or their designee to sign an extension to the interlocal agreement with Clark County for public defense services for clients who are assigned to District Court Mental Health Therapeutic Court.

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

Motion approved the request.

6. Release Of Covenant Running with the Land

Staff Report: 192-22

AN ORDINANCE relating to planning and zoning; approving release of a recorded covenant related to a prior rezone of property in the City of Vancouver legally described in the Covenant recorded under File No. 3752065; and establishing an effective date.

In May 2003, the City approved the site plan for the Wellons Industrial Project (PRJ2002-00569/FSR2003-00015). The approval included conditions requiring the applicant to commit to the completion of certain transportation improvements associated with the City's then planned NW 26th Avenue Industrial corridor. In November 2003, the developer executed a Covenant Running with the Land that placed restrictions on the subject parcels in such a manner so as to guarantee the future completion of the required transportation improvements.

In the years since, the City has modified the plans for a NW 26th Avenue freight corridor, shifting the alignment for this corridor to NW 32nd Avenue. As such, the requirements stipulated in the 2003 site plan approval and contained within the 2003 Covenant are no longer applicable. In addition, the subject properties are proceeding through a new site plan review, which will feature all required transportation improvements associated with the City's current plans for NW 32nd Avenue.

The attached ordinance releases the 2003 Covenant and removes all associated requirements and restrictions from the subject parcels.

Request: On November 28, 2022, approve the ordinance releasing the subject property from the 2003 Covenant Running with the

Land on first reading, setting the second reading and public hearing for Monday, December 5, 2022.

Ryan Lopossa, Streets and Transportation Manager, 360-487-7706

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

Motion approved the request.

7. An Ordinance Creating a Compost Procurement Policy for the Procurement and Use of Compost in Qualifying City Projects

Staff Report: 193-22

AN ORDINANCE relating to the adoption of compost procurement requirements and establishing a compost procurement policy for the City of Vancouver as more particularly described herein.

In March 2022, the Washington state legislature passed ESSHB1799, signed into law by the Governor and codified in June 2022. Compliance with the requirements of the law, known as the Organics Management law is included in the City's solid waste section of the draft Climate Action Framework. The new law includes a provision (Part 7) that requires local governments to adopt a CPO and develop a policy for the procurement of compost to be used in projects, as well as track and report to Ecology total tons of organic materials diverted from the landfill, including the amount of compost purchased from specific sources.

The new statute states:

The legislature finds that landfills are a significant source of emissions of methane, a potent greenhouse gas (GHG). Among other economic and environmental benefits, the diversion of organic materials to productive uses will reduce methane emissions.

In order to reduce methane emissions associated with organic materials, the legislature finds that it will be beneficial to improve a variety of aspects of how organic materials and organic material wastes are reduced, managed, incentivized, and regulated under state law. Therefore, it is the intent of the legislature to support the diversion of organic materials from landfills through a variety of interventions to support productive uses of organic material wastes, including: . . .

(h) Encouraging cities and counties to procure more of the compost and finished products created from their organic material wastes in order to support the economic viability of processes to turn organic materials into

finished products and increasing the likelihood that composting and other responsible organic material management options are economically viable.

The Organics Management law, now codified in RCW 43.19A.150, requires cities such as Vancouver to “adopt a compost procurement ordinance to implement RCW 43.19A.120 by January 1, 2023. This section applies to a city or county with a population greater than 25,000, as measured by Washington’s Office of Financial Management; and to each city or county in which organic material collection services are provided under chapter 70A.205 RCW.

This statute further states that when “planning government-funded projects or soliciting and reviewing bids for such projects, all state agencies and local governments shall consider whether compost products can be utilized in the project.” If it is determined that compost products can be used, then they must be used unless certain exceptions related to cost, availability, and quality apply.

Beginning December 31, 2024, Vancouver must report to Ecology on the quantities of organics materials diverted from the landfill, as well as the volume, cost and source of compost used in projects annually.

In conclusion, the proposed ordinance seeks to comply to state law regarding compost procurement requirements and meet the timeline for adopting an ordinance by January 1, 2023. Staff anticipate returning to City Council to codify this CPO as part of the City’s future procurement ordinance anticipated in 2023.

Request: On November 28, 2022, approve ordinance on first reading, setting date of second reading and public hearing for December 5, 2022.

Julie Gilbertson, Solid Waste Supervisor, 360-487-7162

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

Motion approved the request.

8. Approval of Claim Vouchers

Request: Approve claim vouchers for November 28, 2022.

Motion approved claim vouchers in the amount of \$6,640,516.00.

This is the place on the agenda where the public is invited to speak to Council regarding the items listed under New Business. Members of the public addressing Council are requested to give their name

and city of residence for the audio record. Speakers are asked to limit testimony to three minutes.

Public Hearings (Item 9)

9. **Kirkland Tower MFTE Certificate Extension Request**

Staff Report: 187A-22

A RESOLUTION of the City Council of the City of Vancouver approving a Multi-Family Housing Limited Property Tax Exemption Extension Agreement (the “MFTE Extension” attached hereto as Exhibit A) with Waterfront Holdings Group I, a Washington limited liability company (“Applicant”), and any successors in interest or assigns (“Applicant”), and the CITY OF VANCOUVER, a Washington municipal corporation (“City”) pursuant to that certain Multi-Family Housing Limited Property Tax Exemption Agreement dated February 23, 2017, which was recorded on Applicant’s property located at 590 Waterfront Way (MFTE Extension, Attachment 1) on May 18, 2017 (“Original MFTE Agreement”).

The purpose of this action is to extend the Kirkland Tower MFTE certificate eligibility, which has expired as a result of unexpected project delays. The project’s MFTE application expired on July 23, 2022, and Council action is necessary for the project to remain eligible for the tax exemption available under the MFTE program.

The Kirkland Tower project occupies Block 4 on the Waterfront at the corner of Esther Street and Columbia Way and includes a hotel (Indigo) and a 40-unit condominium tower. Kirkland applied for an 8-year MFTE tax exemption for the condominium tower in October 2016, and City Council approved the related agreement on February 23, 2017. At the time of application, the MFTE benefit was available to market rate projects without a public benefit contribution. Once an MFTE agreement is approved, a project must receive at least a temporary certificate of occupancy from the City of Vancouver within three years (not including allowed extensions) for a final MFTE certificate to be issued.

Kirkland's initial certificate was to expire on February 23, 2020. Kirkland requested a two-year extension. Under State law and corresponding Vancouver Municipal Code, a two-year extension may be granted by the City administratively provided that external issues are involved beyond the applicant’s control, the applicant is moving forward in good faith, and that the original agreement outcomes remain unchanged. Under this authority, and the applicant's progress with construction, the City granted an extension until February 23, 2022.

Less than a month after that extension went into effect, the Covid-19 pandemic hit. During the ensuing two-year period, the project was delayed by stay at home and construction stop directives from the Governor, as well as materials and workforce delays. Additionally, challenges in installing, testing and permitting the project's complex fire suppression system also began to emerge. Kirkland, anticipating that it would not meet the February 23, 2022, deadline, requested another extension.

In recognition of statewide related delays in construction, Washington State Legislature amended State law in July 2021 to provide municipalities the option to extend eligibility for COVID-impacted MFTE projects by 5 years beyond the initial 3-year completion window. This new extension was only available to projects in the MFTE pipeline prior to the onset of the COVID pandemic. Based on this new State law, the City issued administratively another extension to the project through July 23, 2022. The proposed extension effectively puts the project at 3.25 years of the allowed 5-year Covid extension.

On the opinion of the City Attorney, it was determined that any further extensions should be reviewed and approved by City Council rather than administratively.

As the project status stands now, all the physical building elements are complete, furniture is being moved in, fencing around the building has been removed, and final sidewalk improvements are complete. The primary milestone before issuance of the temporary certificate of occupancy was a successful test and inspection of the building's fire-life-safety system. The test was successfully completed and the temporary certificate of occupancy for the main floor and common areas was issued November 4, 2022. The applicant is now completing minor punch-list items and will receive occupancy of the residential units on a floor-by-floor basis. Once the applicant completes the minor permit punch-list items the project can receive the full certificate of occupancy.

Similar to current market rate MFTE projects, the applicant is providing \$537,500 (25% of the expected foregone tax revenue) towards infrastructure projects adjacent to its property, including improvements to the roundabout at Esther Street and Columbia Way and traffic calming along Waterfront Way, and designates the City to complete the above projects. The applicant will make payments of \$13,427.50 per unit to the City as final certificates of tax exemption are issued for individual condominiums, but the total amount due to City must be paid no later than the expiration of the proposed 10-month extension on May 23, 2023.

Request: Adopt a Resolution approving Multifamily Housing Limited Property Tax Exemption extension and authorizing the City Manager or their designee to sign the additional extension.

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

Patrick Quinton, Economic Development Director, provided an overview of the Kirkland Tower MFTE Certificate Extension Request.

Council discussed the Item with staff at length.

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

- Kimberlee Elbon, La Center, WA

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

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and carried 5-1 to approve Resolution M-4198. Councilmember Harless voted No. Councilmember Hansen recused himself from the vote.

Community Forum

Mayor McEnerny-Ogle opened the Community Forum and received testimony from the following community members:

- Wynn Grcich, Vancouver
- Robert Wallis, Vancouver
- Michelle Bart, Vancouver
- Kathy Neary, Vancouver
- Marie Chappell, Vancouver
- Carmen DeLeon, Vancouver
- Katherine Whitney, Vancouver
- Kimberlee Elbon, La Center, WA

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

New Business (Item 10)

10. Consideration of Ethics Complaint regarding Mayor McEnerny-Ogle

Staff Report: 194-22

On November 28, 2022, time has been reserved under "New Business" for Councilmembers Stober, Paulsen, Hansen, Fox, Perez, and Harless to

consider an Ethics Complaint regarding Mayor McEnerny-Ogle. Pursuant City Council Policy 100-36, on November 28, 2022, it will be responsibility of the remaining members of City Council to:

A. Review the Complaint as well as the City Attorney's Report and Recommendations (attached); and

B. Make a determination as to whether or not the Council shall refer the allegations to a Hearings Examiner for investigation.

Request: Council determination, based on the allegations and analysis, whether to refer the matter to the Hearings Examiner to conduct a full investigation.

Jonathan Young, City Attorney, 360-487-8500

Jonathan Young, City Attorney, provided an overview of the Consideration of Ethics Complaint regarding Mayor McEnerny-Ogle.

Mayor McEnerny-Ogle excused herself for the discussion of the Item.

Motion by Councilmember Paulsen, seconded by Councilmember Fox, and carried unanimously to dismiss the allegation.

Adjournment

7:56 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#); electmichellebelkot@gmail.com; [Harris, Rep. Paul](#)
Subject: Fwd: More Employees Sue Over COVID Vaccine Mandates + Groups Tell Bill Gates: You Are the Problem + More
Date: Tuesday, November 22, 2022 12:10:45 AM

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

From: **Children's Health Defense** <[REDACTED]>
Date: Mon, Nov 21, 2022 at 1:29 PM
Subject: More Employees Sue Over COVID Vaccine Mandates + Groups Tell Bill Gates: You Are the Problem + More
To: Wynn Grcich <[REDACTED]>

Please give this to the councils and Dr. Melneck. Please put it on public record and notify me that you did.

Thanks

Wynn

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November 21, 2022

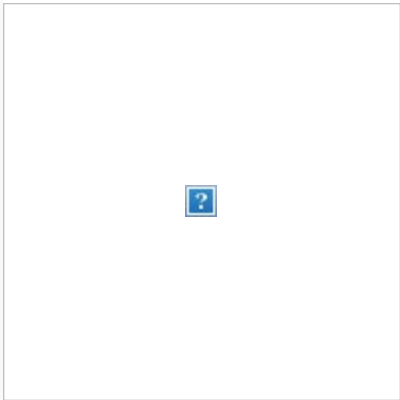
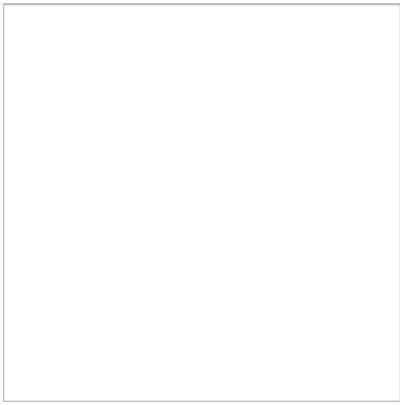


TOP NEWS OF THE DAY

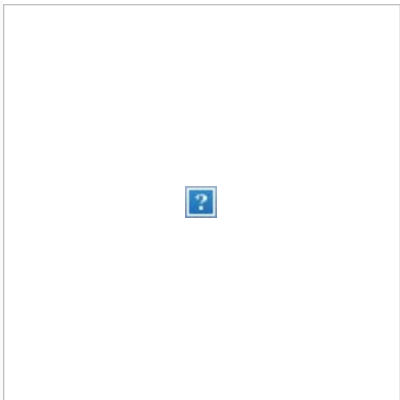


‘Wave of Litigation’ Over COVID Vaccine Mandates — Nike, Washington State University Latest to Face Lawsuits

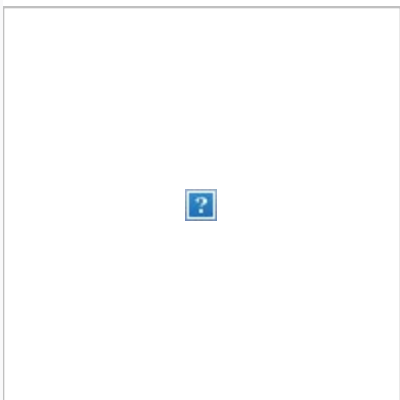
50 Groups Target Bill Gates on Farming and Technology: ‘You Are Part of Creating the Very Problem You Name’



875 Vaccine-Related Bills Filed in 44 States — What’s Happening in Your State?



Vandana Shiva: What’s Missing From Climate Debate



GMO Food Labeling Rules ‘Restrictive and Unclear,’ Lawsuit Alleges



‘Staggering’ Decline in Kids’ Reading, Math Skills, Latest Testing Reveals



Poll: 1 in 7 Parents Have Not Talked About Vaccines With Their Child’s Doctor + More



Apple Says Your iPhone’s Usage Data is Anonymous, New Tests Say That’s Not True + More

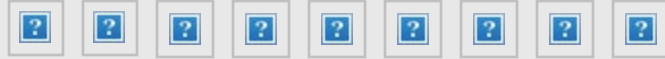
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From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#); [REDACTED] [Harris, Rep. Paul](#)
Subject: Fwd: World Premiere: Died Suddenly - Stew Peters Network
Date: Tuesday, November 22, 2022 4:57:11 PM

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

From: rcoones102 <[REDACTED]>
Date: Tue, Nov 22, 2022 at 3:13 AM
Subject: World Premiere: Died Suddenly - Stew Peters Network
To: Please senf to the councils and Dr. Melneck. Confirm that you did. 10:30 into the video they show the long blood clots they pulled from dead people's veins. It is time to stop recomending these kill jabs.
Thanks
Wynn

World Premiere: Died Suddenly - Stew Peters Network

<https://www.bitchute.com/video/MZWNVuSdyMCE/?list=notifications&randomize=false>

Why do we never believe them? For centuries, the global elite have broadcast their intentions to depopulate the world - even to the point of carving them into stone. And yet... we never seem to believe them.

The Stew Peters Network is proud to present DIED SUDDENLY, from the award winning filmmakers, Matthew Skow and Nicholas Stumphauzer. They are the minds behind WATCH THE WATER and THESE LITTLE ONES, and now have a damning presentation on the truth about the greatest ongoing mass genocide in human history.

Sent with [Proton Mail](#) secure email.

From: [advance two](#)
To: [Wynn Grcich](#)
Cc: [Dollar, Sarah](#); [Rebecca Messinger](#); [REDACTED] [Harris, Rep. Paul](#)
Subject: Re: World Premiere: Died Suddenly - Stew Peters Network
Date: Wednesday, November 23, 2022 11:37:39 AM

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That was literally unbelievable what this can do to the body

On Tue, Nov 22, 2022 at 4:57 PM Wynn Grcich [REDACTED] wrote:

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

From: rcoones102 [REDACTED]
Date: Tue, Nov 22, 2022 at 3:13 AM
Subject: World Premiere: Died Suddenly - Stew Peters Network
To: Please senf to the councils and Dr. Melneck. Confirm that you did. 10:30 into the video they show the long blood clots they pulled from dead people's veins. It is time to stop recommending these kill jabs.
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World Premiere: Died Suddenly - Stew Peters Network

<https://www.bitchute.com/video/MZWNVuSdyMCE/?list=notifications&randomize=false>

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Sent with [Proton Mail](#) secure email.

From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#); [Harris, Rep. Paul](#); [REDACTED]
Subject: Watch "mRNA Adverse Reaction Data Suppressed by CDC: Dr. Harvey Risch w/ Dr. Kelly Victory – Ask Dr. Drew" on YouTube
Date: Wednesday, November 23, 2022 3:40:09 PM

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<https://youtu.be/ZJ68HDXJuZA>.

Dr. MELNECK. CONFIRM YOU DID THIS.

Wynn

Please give to city council and
Thanks.

From: [Wynn Grcich](#)
To: [Harris, Rep. Paul](#); [Dollar, Sarah](#); [Rebecca Messinger](#); [REDACTED]
Subject: Fwd: FDA lawyers in court
Date: Wednesday, November 23, 2022 9:47:09 PM

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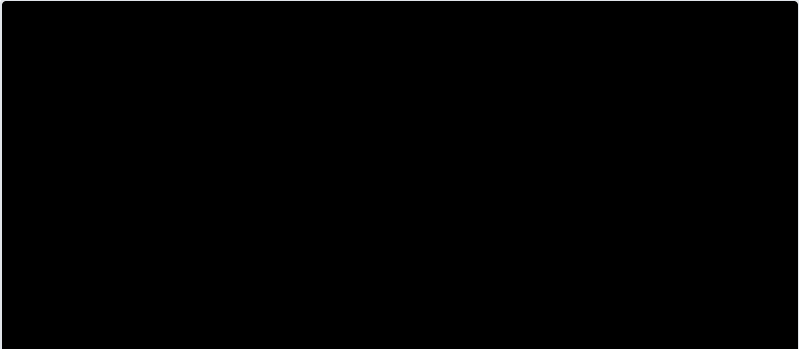
Send to the city councils and Dr. MELNECK. Please put this on public record for the next council meetings. Send me confirmation. Thanks, Wynn

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

From: Linda Smith [REDACTED]
Date: Wed, Nov 23, 2022, 7:01 PM
Subject: FDA lawyers in court
To: Wynn Grcich [REDACTED]; [REDACTED]

in Texas lying their asses off, must read

[FDA Says Telling People Not to Take Ivermectin for COVID-19 Was Just a Recommendation | NTD](#)



FDA Says Telling People Not to Take Ivermectin for COVID-19 Was Just a R...

<p>The U.S. Food and Drug Administration (FDA) telling people to "stop" taking ivermectin for COVID-19 was infor...

From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Harris, Rep. Paul](#); [Rebecca Messinger](#); [REDACTED]
Subject: Fwd: Haven't watched yet
Date: Wednesday, November 23, 2022 9:54:53 PM

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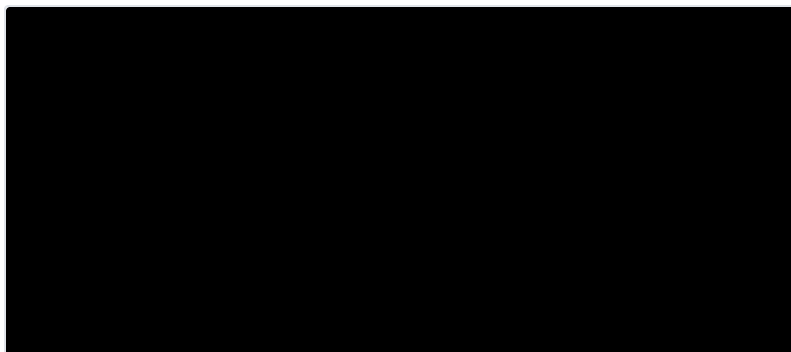
Send this to the councils and Dr. MELNECK. Put this on public record for the next council meetings. Confirm you did this. Thanks, Wynn

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

From: Linda Smith [REDACTED]
Date: Wed, Nov 23, 2022, 6:49 PM
Subject: Haven't watched yet
To: Wynn Grcich [REDACTED]

Passing it on. May Thanksgiving be a blessing.

['Died Suddenly': Documentary shining light on fibrous clots goes viral - LifeSite \(lifesitenews.com\)](#)



'Died Suddenly': Documentary shining light on fibrous clots goes viral -...

LifeSite

Incredibly powerful, full documentary released yesterday also ties World Economic Forum and its Great Reset to w...

MEMORANDUM

DATE: December 19, 2022

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

RE: **Oregon Toll Program Update – Regional Mobility Pricing Project**

Purpose:

The purpose of this workshop is to:

1. Provide an overview of items open for public comment relating to the *Regional Mobility Pricing Project (RMPP)*, part of the Oregon Toll Program.
2. Seek Council direction on comments to be submitted on behalf of the City.

Background:

In 2017 the Oregon legislature, via HB2017, directed the Oregon Department of Transportation (ODOT) to plan for and implement a program to implement tolling in the Portland metro region. Initial work on the program entailed establishing and convening advisory groups comprised of regional stakeholders, including staff and elected representatives from the City of Vancouver, to determine the potential scope and scale of tolling. An outcome of that process was direction from the Oregon Transportation Commissions (OTC) in 2018 to study tolling on all lanes of I-5 and I-205 in the Portland metro region. That became known as the *Regional Mobility and Pricing Project (RMPP)*. ODOT's Urban Mobility Office is leading the RMPP work and, in fall 2022, concluded the project's Planning and Environmental Linkages (PEL) phase which is a process to identify transportation and environmental concerns.

During the PEL process, Vancouver City Council endorsed a policy framework on the ODOT Toll Program and sent that to ODOT on March 22, 2022 (see Attachment B). Primary themes of the policy framework include:

- Analysis conducted as part of implementing any toll proposal must be region-wide and include the entire bi-state transportation network.
- Mitigation of impacts from toll projects must consider the entire regional system and be equally applicable in both Oregon and Washington. Also, mitigations must include increased transit options regardless of state of origin.
- Tolling revenues should be used to address operational, safety, and congestion management issues throughout the bi-state region.
- Implementation of tolling should be collaborative, equitable and include ongoing opportunities for meaningful participation by policymakers and community members from throughout the entire bi-state region.

Current Conditions:

Following conclusion of the PEL phase, ODOT's Office of Urban Mobility has transitioned RMPP work to a formal environmental review phase under the National Environmental Policy Act (NEPA). As shared with Council via a memo sent November 18, 2022 (Attachment A), an initial action of the NEPA work is a 50-day public comment period from November 18, 2022 to January 6, 2023, on how potential benefits and impacts of RMPP will be analyzed through a NEPA

Environmental Assessment (EA) process. This is called “scoping” and the following are related documents that ODOT is seeking input on:

1. A Draft Purpose and Need Statement (Attachment C)
2. The Proposed Action (Attachment D)
3. The scope of the community and environmental resources to be evaluated (Attachment E).

There are three primary questions ODOT has posed for consideration when reviewing the three items noted above:

1. Thinking about how this project might affect you, your community, and the environment, are there other issues that you think we should study?
2. Do you have any suggested change to the congestion pricing project we are proposing?
3. Do you have comments on why the project is needed and what we hope to achieve?

The City of Vancouver, as a Participating Agency within the National Environmental Policy Act (NEPA) process for this project, can provide written comments on the EA.

Next Steps:

Comments on the three documents noted above are due January 6, 2023. Staff has drafted a letter for submittal to ODOT and is seeking Council direction on whether to submit the letter as well as general feedback on the content of the letter. Following this workshop, staff will finalize the letter for submittal prior to the deadline.

Attachments:

Attachment A: Nov. 18, 2022 Memo to Council: Toll Program Status Update (without Exhibits)

Attachment B: City of Vancouver Policy Framework on Oregon Toll Program, March 2022

Attachment C: Regional Mobility Pricing Project Draft Purpose and Need

Attachment D: Regional Mobility Pricing Project Proposed Action For NEPA Analysis

Attachment E: Regional Mobility Pricing Project Community and Environmental Resources to be Evaluated in the Environmental Assessment

Attachment F: Draft letter from City of Vancouver to ODOT re: Regional Mobility Pricing Project scoping documents

MEMORANDUM

DATE: November 18, 2022

TO: Mayor and City Council

FROM: Eric Holmes, City Manager
Katherine Kelly, Senior Policy Advisor

RE: **Oregon Toll Program Update**

Purpose

There are two primary purposes for this memo:

1. Notify Council that the Oregon Department of Transportation (ODOT) is commencing a formal comment period for an Environmental Assessment (EA) of the Regional Mobility Pricing Project (RMPP). The RMPP is part of the ODOT Toll Program and the City of Vancouver, as a Participating Agency within the National Environmental Policy Act (NEPA) process for this project, can provide written comments on the EA.
2. Provide an overall update on all components of the ODOT Toll Program.

Background

Per direction of the Oregon legislature in 2017 via HB 2017, the Oregon Department of Transportation (ODOT) is continuing work to plan for and implement a Toll Program which consists of tolling I-5 and I-205 in the Portland metro region. There are two primary components of the Toll Program, namely the Regional Mobility Pricing Project (RMPP) and the I-205 Toll Project. Additional detailed background on development of the Toll Program and its components are included in the February 7, 2022 City Council meeting packet ([here](#)) and outlined further below.

On March 21, 2022 Council endorsed a policy framework on the ODOT Toll Program which was subsequently sent to ODOT on March 22, 2022 (see Exhibit 1). Primary themes of the policy framework include:

- Analysis conducted as part of implementing any toll proposal must be region-wide and include the entire bi-state transportation network.
- Mitigation of impacts from toll projects must consider the entire regional system and be equally applicable in both Oregon and Washington. Also, mitigations must include increased transit options regardless of state of origin.
- Tolling revenues should be used to address operational, safety, and congestion management issues throughout the bi-state region.
- Implementation of tolling should be collaborative, equitable and include ongoing opportunities for meaningful participation by policymakers and community members from throughout the entire bi-state region.

Status Update on Oregon Toll Program

Regional Mobility Pricing Project

An initial planning phase for the RMPP, which evaluates congestion pricing using variable-rate tolls for the entire I-5 and I-205 corridors in the Portland, Oregon metropolitan area, has been completed. This included planning and public engagement to develop a project concept, identify strategies to assist drivers with low incomes, and to center equity in the toll projects. Reports of these efforts are posted [here](#).

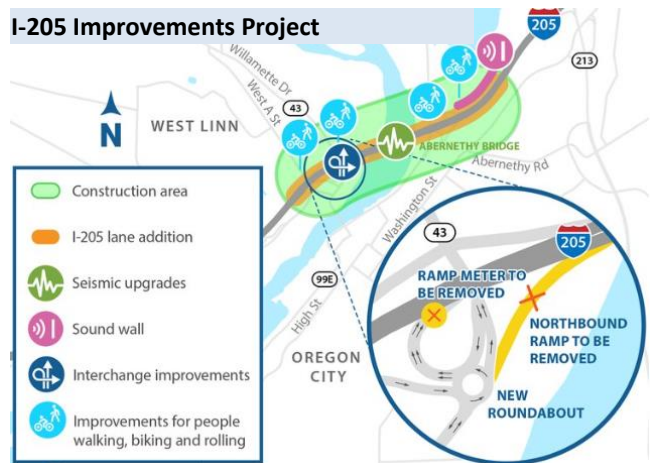
The RMPP now transitions to a formal environmental review phase under the National Environmental Policy Act this month. A 50-day public comment period will occur from Nov. 18, 2022, through Jan. 6, 2023. The comment period provides opportunity to review and comment on what will be assessed through an Environmental Assessment (EA) process, which is a study to identify the project's potential benefits and impacts.



An initial phase of the I-205 Toll Project, the [I-205 Improvements Project – Abernethy Bridge](#), is funded and construction began in summer 2022. That phase is anticipated to be completed in 2025. Improvements along the remainder of the full I-205 Toll Project seven-mile corridor are not yet funded.



[I-205 Toll Project](#). Analysis continues on the benefits and impacts of constructing improvements in a seven-mile corridor between Stafford Rd. and OR 213 using congestion pricing. ODOT is currently working with partners on mitigation plans and coordinating with the Federal Highway Administration (FHWA) on the details of the I-205 Draft Environmental Assessment to be published early 2023 for public review and comment.



Ongoing Engagement:

Staff, City leadership, and community stakeholders remain engaged in the Toll Program through technical and policy work groups, including the Equity and Mobility Advisory Committee. Of note, a Regional Toll Advisory Committee (RTAC) was recently established in response to requests from regional leaders for ODOT to provide a forum for their feedback in advance of key Oregon Transportation Commission (OTC) or ODOT decisions. Mayor McEnerny-Ogle and other SW WA representatives participate on this committee. See Exhibit 2 for additional detail on work group and RTAC committees.

Additionally, two webinars regarding the RMPP EA will be held for the general public via Zoom:

Tuesday, November 29 – 11:00 am – 12:00 pm [\[webinar link\]](#)

Wednesday, November 30 – 4:00 pm – 5:00 pm [\[webinar link\]](#).

Next Steps

Staff will review materials related to the RMPP Environmental Assessment released for comment on November 18th. In December staff will share any comments on the materials with Council for feedback and comments, and then refine and finalize for official submission through the NEPA process.

For additional information on the ODOT Tolling Program see:

<https://www.oregon.gov/odot/tolling/pages/default.aspx>

Attachments:

Exhibit 1: Letter Re: City of Vancouver Policy Framework

Exhibit 2: Overview of ODOT Toll Program Engagement

Exhibit 3: ODOT Toll Program Timeline

ATTACHMENT A: City of Vancouver Policy Framework on ODOT Toll Program



March 22, 2022

Lucinda Broussard
ODOT Toll Program Director
Urban Mobility Office
Matthew L. Garrett Building
123 NW Flanders St., Portland, OR 97209

Dear Lucinda,

On March 21, 2022, Vancouver City Council endorsed a policy framework that reflects the Council's position on the Oregon Department of Transportation (ODOT) Toll Program and will guide City leadership and staff in all aspects of participation in the Program. The framework states concern about potential impacts to residents of the City and Southwest Washington and the equitable distribution of benefits associated with various tolling and congestion pricing concepts. An earlier version of the framework was endorsed by City Council in 2018 when the Policy Advisory Committee for the Value Pricing Program was concluding recommendations for that Program. Key concepts from the 2018 policy framework remain but are updated to reflect the path of the current Program as well as new Council membership.

Below, please find the policy framework that we have endorsed as a Council body.

The Vancouver City Council recognizes the significant impacts of freeway/highway congestion on the bi-state region, and the need to manage the transportation system to maximize existing infrastructure and move more people in ways that address our climate and equity goals as the region grows. Our Council embraces the need for policymakers and agencies to work together to fund and implement improvements to the bi-state regional transportation system, including bottleneck removal and operational and multi-modal enhancements. Given the significant costs of any mitigation strategy, the Vancouver City Council is compelled to advocate on behalf of our residents for fair and equitable solutions. The current I-205 Toll Project and the Regional Mobility Pricing Project currently under consideration will have direct and substantial impacts on commuters from around the Portland-Vancouver Metropolitan region. In particular, the ~60,000 or more daily commuters from Southwest Washington who use the I-5 and I-205 corridors to enter Oregon and that have no other alternate routes will be inequitably impacted. For the Vancouver City Council to accept a program that prices users to manage congestion and fund facility improvements, it must provide equitable distribution of benefits and reflect the following principles:

Regional Analysis of the Bi-State Transportation System

Coordination with metropolitan area transportation and transit related agencies, including those in Southwest Washington, must be thoughtful and ongoing throughout the planning and design processes for any long-term change to the regional, bi-state system.

- The current tolling proposals for I-5 and I-205 will have impacts on the entire regional transportation system. The impact analysis for any tolling proposal must evaluate these system-wide impacts and should not be limited to the areas directly adjacent to tolls. This should include local street systems and highways.
- A full analysis of the regional bi-state transportation system is required to understand potential future impacts of a priced regional system. In Oregon, this analysis must include I-84, I-405, OR-26 and OR-217, as well as all regionally significant bottlenecks, including the Interstate 5 Bridge. In Washington, this analysis should include SR-14 and SR-500. This analysis must be conducted prior to implementation of a tolled system, should be the basis for determining what roadways are included in it, and define timeframes for when they would be priced.
- The analysis of tolling impacts must include impacts to Washington residents of all income ranges.

Regional Mitigation

The mitigation strategy for any congestion pricing project must consider the entire regional system, be equally applicable in both Oregon and Washington, and include all impacted local street systems and highways. All impacts, both direct and indirect, must be addressed by mitigation strategies that are proportional to the impact.

- Low-income residents of SW Washington must be able to access, without additional burden, discounts or subsidies that are established as part of any tolling program.
- Mitigation strategies that focus on increased transit must apply throughout the bi-state region.

As the only transit provider that currently operates in both Oregon and Washington, C-TRAN will be a key partner in providing enhanced service and expanded transportation options.

- In relation to transit, constitutional restrictions in Oregon currently limit the use of tolling revenues to capital improvements and cannot fund expanded transit service and operational costs.
- Prior to implementation of any congestion pricing concept, ODOT must commit to identifying and proposing remedies to the state legislature to address the regulatory barriers to using tolling revenues to fund transit operations, and geographic limitations on where funding can be directed.

Regional Project Implementation

Tolling revenues should be used to address operational, safety, and congestion management issues throughout the bi-state region, including regionally significant bottleneck projects within the defined ODOT Toll Program area, transit enhancements and other multi-modal improvements. We support improvements that benefit the people who pay the toll.

- In order to ensure that benefits are distributed equitably, improvements should be tied to the corridor where the revenue is generated.
- Increased transit options must be provided regardless of state of origin.
- Replacement of the Interstate 5 Bridge must be included in all traffic analysis related to congestion relief projects and associated safety and operational improvements.
- Tolling revenues should be used to support capacity, operational and multimodal improvements identified in and consistent with adopted regional plans.

Regional Engagement

- In order to ensure that residents and policymakers throughout the region have the opportunity for meaningful participation, the Toll Program/congestion pricing process must allow sufficient time for analysis and integration of feedback.
- The current I-5 and I-205 Toll Program proposals represent a significant change to our regional transportation system. Inevitable implementation glitches in a highly congested corridor could have crippling effects on the entire system. Implementation should include a high level of transparency, have comprehensive risk management strategies, and be phased to contain disruptions to small areas, with the most congested areas being transitioned last.
- The Oregon Transportation Commission (OTC) must continue to engage with policymakers and constituencies in Southwest Washington.

Past bi-state planning and coordination has resulted in significant and equitably beneficial regional infrastructure improvements. The Vancouver City Council hopes our concerns are acknowledged and addressed and the implementation of the full Oregon Toll Program is collaborative and equitable. This will allow future efforts to address regional transportation challenges, like the Interstate 5 Bridge Replacement Program, to proceed in a positive, productive and expeditious manner.

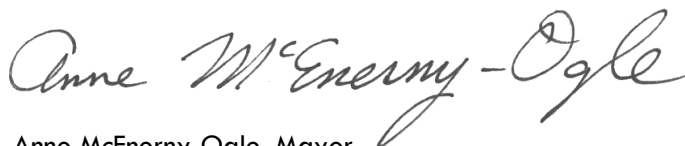
The Vancouver City Council supports the ODOT Commitments drafted in February 2022 and the Equity and Mobility Advisory Committee's Foundational Statements approved in November, 2021. The Council will continue to monitor and participate in the process and will use all levers at our disposal to ensure that Southwest Washington residents are not disproportionately negatively impacted and receive equitable benefit from changes that impact them.

Council understands and is willing to use the opportunities we have to ensure that changes occur in order to support the residents of Vancouver and Clark County. The key elements of our policy framework have so far not been adequately addressed, and we expect changes by the most near-term milestones of the Toll Program, the Preliminary Engineering phase of the I-205 Project or any subsequent phase of that Project or the Regional Mobility Pricing Project. We look forward to continuing to collaborate on these projects for the betterment and improved quality of life of this entire region.

My colleagues and I look forward to continued coordination with ODOT and the OTC to achieve the most effective and equitable outcome possible.

Thank you for the opportunity to comment.

Sincerely,

A handwritten signature in black ink that reads "Anne McEnery-Ogle". The signature is written in a cursive, flowing style. The first name "Anne" is written in a simple cursive, followed by "McEnery" with a large, stylized "M", and "Ogle" with a large, stylized "O".

Anne McEnery-Ogle, Mayor

cc: Vancouver City Council

Garet Prior, ODOT Toll Program Policy Manager

Regional Mobility Pricing Project

Purpose

The purpose of the Regional Mobility Pricing Project (RMPP) is to use congestion pricing on Interstate-5 (I-5) and Interstate-205 (I-205) to manage traffic congestion on these facilities in the Portland, Oregon metropolitan area in a manner that will generate revenue for transportation system investments.

Need for the Proposed Action

Daily traffic congestion is negatively affecting the quality of life in the growing Portland region.

In the Portland metropolitan area¹, people use I-5 and I-205 to get to work and school, shop, recreate, and congregate. Traffic congestion creates long backups of vehicles traveling at slow speeds—a scenario that many people experience daily while traveling during the morning and evening rush hours. Interstate 5 has the most bottlenecks (10) of any highway in the Portland region which illustrates the severe congestion along I-5, particularly in the northbound direction where multiple bottlenecks overlap. The most significant northbound bottleneck locations on I-5 occur at the Interstate Bridge to Capital Highway (12.2 mile bottleneck length, 8.75 hours of daily congestion), I-405 diverge to I-84 merge (1.3 miles, 8.0 hours), and Marquam Bridge to Hood Ave (1.1 miles, 8.0 hours), and the most significant southbound bottleneck locations on I-5 occur at Killingsworth to Interstate Bridge (3.0 miles, 6.5 hours) and I-84 to Rosa Parks (3.3 miles, 12.5 hours) (ODOT 2021a).

There are six primary bottlenecks on I-205, three in each direction. The NB Bottleneck Locations on I-205 occur at the Glenn Jackson Bridge to Sunnyside (11.3 miles, 7.0 hours), Division/Powell to Sunnyside (5.00 miles, 33.75 hours), and Abernethy Bridge to I-5 (8.3 miles, 4.25 hours), and the SB bottleneck locations are at Powell to Airport Way (5.6 miles, 4.0 hours), 82nd Ave to Sunnyside (3.1 miles, 3.0 hours), and 10th St to 82nd Ave (4.4 miles, 3.5 hours) (ODOT 2021a).

Congested conditions on I-5 and I-205 result in traffic rerouting to other highways in the region (I-405, US 26, etc.), local streets, and arterial streets. This rerouting results in additional traffic congestion and creates potential safety conflicts. Crash frequency on both freeways and arterials tends to increase with

What is a toll?

A toll is a fee imposed to drive on a road or bridge. Bridge tolls and roadway tolls have been used for centuries to pay for construction and maintenance of the facility. Historically, travelers had to stop and pay in cash, but that is no longer necessary with modern technology (FHWA, n.d.)

Is congestion pricing the same thing?

The term congestion pricing describes a type of tolling where drivers are charged a higher price during peak traffic periods. The higher fee encourages some drivers to consider using other travel options such as carpools or transit, or change their travel time to other, less congested times of the day, or not make the trip at all. If a small percentage of drivers choose another mode of travel or time of travel, it could reduce traffic congestion for those who can't modify their trip and improve traffic flow for the entire system. The benefits of congestion pricing are well documented, based on the experiences of multiple toll and express lane projects in operation across the country (FHWA 2017).

¹ Portland metropolitan area refers to the Portland-Vancouver-Hillsboro, OR-WA Metropolitan Statistical Area.

Draft Purpose and Need Statement

the congestion levels and stop-and-go traffic. The conditions caused by traffic congestion make travel unreliable such that drivers and transit riders cannot predict how long it will take them to get to work, home, services, or childcare arrangements.

Forecasts for the region show that population and employment will continue to steadily grow. The Portland metropolitan area population is expected to grow from approximately 2.5 million residents in 2018 to more than 3 million by 2040 (23%) and more than 3.5 million by 2060 (43%) (Census Reporter 2018; Metro 2016). Since 2011, job growth in Portland has outpaced the nation year over year: In 2019, Portland grew at an average annual rate of 2% compared to the U.S. average of 1.6% (Portland Business Alliance 2020). By 2039, the number of vehicles travelling along Interstate 5 per average weekday in the Portland region is projected to be between 127,200 and 192,900, depending on the freeway segment (ODOT 2020), which is an approximate increase of 18% from 2017 traffic counts. Planned roadway projects, improvements in transit, and increased use of active transportation modes (bicycles, walking, etc.) will not fully address the increase in daily trips and increased hours of traffic congestion (Metro 2018a).

COVID-19 Pandemic Traffic

Traffic volumes decreased significantly during the early days of the COVID-19 pandemic, and rush-hour traffic congestion has not been as severe as it was before the pandemic. With the economy reopening, vehicle numbers are increasing. As of July 2021, the Portland metropolitan area state-highway volumes are only 3% to 5% below pre-pandemic levels for weekday traffic and 4% to 7% below weekend traffic. ODOT expects that traffic levels will continue to return to pre-pandemic levels and grow in the future (ODOT 2021b).

Traffic congestion adversely affects the Portland metropolitan area economy.

Oregon's economy depends on a functional transportation system in the Portland metropolitan area to efficiently move people, goods and service providers. Oregon is a trade-dependent state, relying heavily on exports from our farms, forests and factories to create jobs. Freight moves to and from the Portland metropolitan area and across the state of Oregon primarily by commercial trucking. I-5 is a vital north-south interstate, connecting the markets and industries of the entire west coast of North America. In order to be competitive in global markets, the transportation system must efficiently move people, goods and services. Thus, the highway transportation system is critical to the economic strength of the Portland metropolitan area and Oregon businesses and households (ODOT 2017).

Traffic congestion affects the Portland metropolitan area economy through slow and unpredictable travel times for freight services, small businesses, employers, employees, and all highway users. Unreliable travel times can cause late fees for truck deliveries, missed opportunities for additional deliveries, and reduce the number of work sites a service provider can access in a day. From 2015 to 2017, drivers in the Portland region experienced an 18.5% increase in the number of hours of traffic congestion. In 2015, the daily cost of traffic congestion in the Portland metropolitan area was \$1.7 million, which increased to \$2.0 million in 2017 (ODOT 2018).

Of the interstate freight routes in the Portland region, I-5 carries the highest freight volume, ranging from 10,000 to 19,000 trucks per day, while I-205 carries the second-highest freight volume, ranging from 7,800 to 14,000 trucks per day (ODOT 2018). Additionally, according to the American Transport Research Institute, three of the top 100 freight bottlenecks in the nation are within the Portland metropolitan area, including #28 – I-5 at I-84 (Rose Quarter), #33 – I-5 Interstate Bridge and #83 – I-5 at I-205 (South).

State and federal transportation revenue sources are increasingly insufficient to fund transportation infrastructure needs.

ODOT's transportation funding originates from a mix of state (approximately 77%) and federal (approximately 23%) sources (ODOT 2022). The State Highway Fund relies on a three-pronged approach: the gas tax, weight-mile tax, and driver and motor vehicle fees, and the Federal Highway Trust Fund is funded primarily by federal fuel taxes. These sources have not kept pace with the costs of maintaining Oregon's transportation system or constructing new transportation projects. These state and federal funds have not been adjusted to reflect increasing construction costs, rising inflation, a more fuel-efficient State of Oregon vehicle fleet, and growing transportation infrastructure demand. Especially on the state level, escalating expenditures to maintain aging infrastructure, perform seismic upgrades for state bridges, and complete needed construction have increased financial needs. Simultaneously, despite recent federal investments in transportation infrastructure including, e.g., the Infrastructure Investment and Jobs Act of 2021, federal funding has not kept pace with rising transportation costs over the last several decades (Congressional Budget Office 2020). For example, the federal gas tax has not been adjusted since 1993, and federal funds have been supplemented by increasing state-based contributions including from sources outside of state fuel taxes (Oregon Legislative Revenue Office 2022).

Compounding the need for additional transportation revenue is Oregon's substantial increase in travel demand as the state experiences population and employment growth, particularly in the Portland metropolitan area. Thus, additional means to generate revenue are required in order to meet the Portland metropolitan area and greater Oregon transportation needs. ODOT must explore every possible method for maximizing use of its existing infrastructure while developing new, recurring funding sources for future transportation investments. In its plans and policies, ODOT has consistently identified tolling and congestion pricing as important tools to generate needed revenue.

Our regional transportation system must reduce greenhouse gas emissions by managing congestion.

Climate change is a significant threat to Oregon's economy, environment, and way of life (Gov. Kate Brown 2019). To address climate change and its negative impacts such as extreme temperatures and flooding, Oregon has committed to reducing greenhouse gas emissions by at least 45% below 1990 levels by the year 2035, and by 80% by 2050 (EO 20-04 2020). The transportation sector creates approximately 36% of greenhouse gas emissions in Oregon (Oregon Global Warming Commission 2020). Traffic congestion leads to an increase in fuel consumption and carbon dioxide emissions. During congestion, vehicles spend more time on the road, idling or crawling, and undergoing numerous acceleration and deceleration events that leads to an increase in emissions.

To help meet the state's goals for greenhouse gas reduction, total vehicle emissions in the Portland metropolitan area must be reduced by decreasing the number of hours vehicles spend stuck in traffic, the amount of stop-and-go traffic, and the vehicle miles traveled by motor vehicles. Vehicle electrification and the use of non-carbon propulsion can greatly reduce greenhouse gas emissions. Current air emissions

models already account for a transition of the vehicle fleet to low- and non-carbon energy over time.² Even with this transition, greater reductions are needed to meet the state's goals.

A lack of comprehensive multimodal travel options in the Portland metropolitan region contributes to congestion and limits mobility.

Multimodal travel accommodates a wide range of travel methods including walking, bicycling, driving, and public transportation. Multimodal travel can increase transportation system efficiency and accommodate more trips in the same amount of space, thereby reducing roadway congestion. When effectively integrated, multimodal travel can help advance various environmental, health, and congestion-mitigating benefits for communities, such as creating a more equitable system, reducing crash frequency, and reducing greenhouse gas emissions. Multimodal travel results in a reduction of vehicle emissions, which in turn improves air quality and reduces greenhouse gas emissions (USDOT 2015). Multimodal travel provides additional access to populations who do not drive, such as youth, seniors, people with disabilities, low-income residents, and those who do not own a car (Litman 2021).

Transit service in the Portland metropolitan area is not evenly or widely distributed, and it is not possible for many people to use transit as an alternative to automobile travel (Metro 2018a). In many places in the region, gaps exist in sidewalks, bike lanes and regular, frequent transit service is not available (Metro 2018a). Additionally, land use patterns result in transit service and active transportation facilities that are often very distant from residential areas and job centers, preventing safe or convenient access to these facilities. Finally, transit and active transportation service and facilities are often not available late at night, when many people travel, especially shift workers. Therefore, despite the benefits of transit and active transportation, alternatives to personal vehicle use are not presently a viable option for all road users in the region, and regional coordination is needed to plan, fund, and implement multimodal travel options.

The Portland metropolitan area's transportation networks have resulted in inequitable outcomes for historically and currently excluded and underserved communities.

Many urban interstate highways and major civic centers were deliberately built through neighborhoods with concentrations of people experiencing low incomes and communities of color, often requiring the destruction of housing and other local institutions (Federal Register 2021). In the eastern Portland metropolitan area, the construction of I-205 exemplifies these outcomes where the planned highway alignment was changed due to political motivation and public protest (Fackler 2009). The alignment was moved away from Lake Oswego, farther east and south into Clackamas County and farther east in Portland, away from majority white and wealthier cities, reinforcing social and economic inequity (Invisible Walls 2019). In Central Portland during the 1950s and 1960s, the construction of I-5, the Veterans Memorial Coliseum, Emanuel Legacy Hospital, the Portland Public School Blanchard site, and urban renewal programs divided and displaced communities in North and Northeast Portland, affecting and burdening communities of color – especially Black communities – in the historic Albina neighborhood (Gibson 2007).

² The U.S. Environmental Protection Agency MOVES model estimates emissions for mobile sources at the national, county, and project level for criteria air pollutants, greenhouse gases, and air toxics, and can be used to model the impacts of changing fractions of fully electronic passenger cars, passenger trucks, and light commercial trucks (EPA 2021b).

Draft Purpose and Need Statement

Because of these discriminatory transportation policies and politics, a geographic mismatch exists between job locations, essential resources, community services, and housing that is affordable (Oregonian 2012). This disproportionality affects communities of color, immigrant communities, people experiencing low income, lesbian, gay, bisexual, transgender, gender non-conforming, and queer (LGBTQ+) individuals, and people living with a disability (Federal Register 2021). Members of these communities have fewer transportation options and travel farther between destinations, which increases transportation costs and dependence on unreliable travel options and adds more time in traffic congestion. Between 2002 and 2012, the number of jobs accessible within a typical commute (7.1 miles for the Portland Metro service area) held steady for white households but fell 12 percent for African Americans, 3 percent for Latin American households, and 4 percent for low-income households (Metro 2018b).

Collectively, these transportation and land use decisions, and the systems that led to them, have resulted in discrimination and unequal investment in these communities. This leads to lasting trauma and continued economic, social, and health impacts for historically and currently excluded and underserved individuals and communities (Federal Register 2021).

For communities located near transportation-related activities, there is a greater risk of concentrated air pollutants and heat islands. Communities located near major roads can experience increased air pollution from cars, trucks, and other motor vehicles, and can have an increased incident and severity of health problems associated with air pollution exposures (EPA 2014). Higher amounts of traffic, congestion, stop-and-go movement, or high-speed operations can increase the emissions of certain pollutants (EPA 2014). Areas with large areas of pavement for transportation uses such as parking areas and roadways can create heat island areas, areas with ground temperatures substantially higher than surrounding areas with less pavement (EPA n.d). Minority communities and individuals experiencing low-income are often in close proximity to high traffic roads and transportation land uses and therefore at an increased risk of exposure to ambient air pollution, heat island areas, and their related health effects (EPA 2021a).

ODOT's Commitment to Equity

ODOT acknowledges that past land use and transportation investments have resulted in negative cultural, health, economic, and relational impacts to local communities and populations and that these investments have disproportionately affected historically and currently excluded and underserved communities. ODOT recognizes that these communities have historically been left out of transportation planning and the decision-making process.

ODOT is committed to serving all Oregonians equitably. To meet this commitment to equity, the Oregon Toll Program convened an Equity and Mobility Advisory Committee (EMAC) made up of equity and mobility experts and advocates who meet regularly and provide input on how tolling on the freeway system can include benefits for populations that have been historically excluded or underserved by transportation planning projects. Together with the EMAC, the Oregon Toll Program developed an [Equity Framework](#) to identify the burdens and benefits of tolling and provide a process for determining how to equitably distribute the burdens and benefits from the toll projects. ODOT will engage communities who use or live near the Project area, especially those who have been historically and are currently excluded and underserved, to participate throughout the development of a project concept, decision-making, and continuing through Project implementation and monitoring.

Goals and Objectives

Project goals and objectives are desirable outcomes of the Project including and beyond the Purpose and Need Statement. The following goals and objectives reflect input collected during the Project's Summer-Fall 2021 engagement and from the Value Pricing Feasibility Analysis Policy Advisory Committee, partner agencies, the Equity and Mobility Advisory Committee, and other Project stakeholders; these goals and objectives will be considered in comparing a congestion pricing Proposed Action against the future No Action (no congestion pricing) alternative. Many of these goals and objectives relate to more than one of the need statements provided above. These goals are not listed by order of priority but are generally grouped by the need statements above.

- **Goal: Support management of congestion and travel demand.**
 - Design the congestion pricing system to improve efficient use of roadway infrastructure and improve travel reliability.
 - Design the congestion pricing system to reduce per capita vehicle miles traveled and vehicle hours traveled to use existing and planned infrastructure efficiently.
- **Goal: Provide benefits for historically and currently excluded and underserved communities.**
 - Maximize benefits and minimize burdens associated with implementing congestion pricing.
 - Support equitable and reliable access to job centers and other important community places.
 - Support equitable and reliable access to health promoting activities.
 - Design the congestion pricing system to support affordable travel options for people experiencing low incomes.
- **Goal: Limit additional traffic diversion from congestion pricing on I-5 and I-205 to affected roads and neighborhoods.**
 - Design the congestion pricing system to limit rerouting of trips away from I-5 and I-205.
 - Design the congestion pricing system to minimize impacts to quality-of-life factors, such as health, noise, safety, job access, travel costs, and environmental quality for local communities from traffic rerouting.
 - Identify potential effects to Equity Framework identified communities and work with local agencies to address diversion routes so that they are not disproportionately impacted by rerouting.
 - Collaborate with local agencies to address the impacts of diversion to transit, bicyclists, and pedestrians.
- **Goal: Support multimodal transportation choices to provide travel options and manage congestion.**
 - Support shifts to higher occupancy vehicles (including carpooling) and other modes of transportation (for example, taking transit, walking, biking, teleworking).
 - Collaborate with transit providers to support availability and enhancements to transit and other transportation services complementary to congestion pricing on I-5 and I-205, especially for historically and currently excluded and underserved communities.

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- **Goal: Create a sustainable revenue stream to fund maintenance, improvements and modernization of existing infrastructure, as well as other transportation system investments.**
 - Develop a congestion pricing program that provides long-term sustainable funding for toll program implementation, operation, and modernization over time
 - Provide net revenues after toll program costs to fund routine operations, maintenance, modernization and improvements on the tolled portions of I-5 and I-205.
 - Generate sufficient revenue such that net revenues after toll program are available to support transportation system investments.
- **Goal: Support safe travel regardless of the transportation mode.**
 - Improve vehicle safety on I-5 and I-205 by managing congested conditions.
 - Support safe multimodal travel options (for example, walking, bicycles, transit, and automobiles) on roadways affected by congestion pricing.
- **Goal: Contribute to regional improvements in air quality and reductions in GHG emissions that contribute to climate change effects.**
 - Contribute to reduced greenhouse gas emissions in the Portland metropolitan area by managing congestion, therefore resulting in more consistent vehicle speeds, less vehicle idling, and fewer overall motor vehicle emission hours on I-5 and I-205 and on local roadways affected by congestion pricing.
 - Reduce localized air pollutants by managing congestion and improving travel efficiency, particularly where pollutants may be concentrated due to traffic congestion.
 - Reduce the per capita amount of motor vehicle miles traveled and motor vehicle hours traveled to contribute to regional improvements to air quality and reduction of greenhouse gas emissions.³
- **Goal: Support statewide and regional economic growth.**
 - Provide for reliable and efficient regional movement of goods and people on the tolled portions of I-5 and I-205.
 - Provide for reliable and efficient movement of goods and people on local roadways affected by congestion pricing.
 - Improve regional access to jobs and employment centers, especially for historically and currently excluded and underserved communities.
- **Goal: Maximize integration with future congestion pricing systems and other transportation systems.**
 - Design a congestion pricing system that can be expanded in scale, integrated with congestion pricing on other regional roadways, or adapted to future congestion pricing system applications.
 - Design a congestion pricing system that is interoperable with other transportation systems in the region and nearby states.

³ Reducing vehicle miles traveled and vehicle hours traveled has benefits across multiple goals, such as for goals related to congestion management and for goals related to reductions of air pollutants and greenhouse gas emissions from vehicles and fuel use.

References

The following documents and studies were used in preparation of this Statement of Purpose and Need and are incorporated by reference. These materials are publicly available using the weblinks provided.

Census Reporter. 2018. Portland-Vancouver-Hillsboro, OR-WA Metro Area. Accessed February 4, 2020. <https://censusreporter.org/profiles/31000US38900-portland-vancouver-hillsboro-or-wa-metro-area/>.

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Consistent with the requirements of 23 U.S.C. 168, the information in this document, and the public and agency input received, may be adopted or incorporated by reference into a future environmental review process to meet the requirements of the National Environmental Policy Act.

Americans with Disabilities Act and Title VI of the Civil Rights Act of 1964

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Regional Mobility Pricing Project

Proposed Action for NEPA Analysis

Consistent with the requirements of 23 U.S.C. 168, the information in this document, and the public and agency input received, may be adopted or incorporated by reference into an environmental review process to meet the requirements of the National Environmental Policy Act.

What is being proposed

ODOT is proposing to implement and operate congestion pricing on all lanes of approximately 55 miles of Interstate-5 (I-5) and Interstate 205 (I-205) in the Portland metropolitan area. Congestion pricing is a type of tolling that charges higher prices during peak traffic periods and at more congested locations. The higher toll encourages drivers to consider other options besides driving alone during rush hour. When a small number of drivers choose other options, travel times and reliability are greatly improved for drivers who choose to pay the tolls.

The purpose of the Regional Mobility Pricing Project is to use congestion pricing on I-5 and I-205 to manage traffic congestion on these facilities in the Portland, Oregon metropolitan area in a manner that will generate revenue for transportation system investments. The project will be evaluated as the “Proposed Action” in the upcoming National Environmental Policy Act (NEPA) environmental review phase. In mid-2023, a full environmental review document, called an Environmental Assessment, will be available for public review and comment. The earliest tolling could begin under the Regional Mobility Pricing Project is in late 2025.

Development of the Proposed Action

The Oregon Department of Transportation (ODOT) initiated planning work for congestion pricing in 2017 with [the Value Pricing Feasibility Analysis](#) and continued developing the project concept over the past three years. ODOT recently conducted a planning phase¹ and will begin the National Environmental Policy Act (NEPA) phase in September 2022. During the planning phase, ODOT consulted with regional project partners and the community to develop a project concept for congestion pricing on I-5 and I-205, which now forms the basis of the Proposed Action.²

Congestion and regional growth

Traffic in the Portland metropolitan area has reached a point of severe congestion and highly unreliable travel conditions during peak periods. This results in delays to auto, freight, and transit travelers, hampers economic growth, and contributes to increased greenhouse gas emissions.

¹ Conducted consistent with guidelines for the US Department of Transportation/Federal Highway Administration planning phase referred to as [Planning and Environment Linkages \(PEL\)](#), which represents a collaborative and integrated approach to transportation decision-making that 1) considers environmental, community, and economic goals early in the transportation planning process, and 2) uses the information, analysis, and products developed during planning to inform the environmental review process.

² [Regional Mobility Pricing Project Summer 2021 Engagement Report](#) and [Regional Mobility Pricing Project Spring 2022 Engagement Report](#).

The Portland metropolitan area is growing quickly and is anticipated to continue to add new residents and jobs, resulting in more congestion on major roadways, even with planned investments in the transportation system. In 2019, the average auto commuter in the Portland metropolitan area experienced 68 hours of congestion delay per year.³ As the region's population continues to grow, the number of vehicles using the system and the hours of congestion are expected to increase as well. The Portland metropolitan area population is expected to increase by more than 20% over the next 20 years, from 2.5 million residents in 2018 to more than 3 million by 2040.⁴

Unpredictable travel times create challenges for freight, services, small businesses, employers, and employees, and anyone using the roads. Overall, the delays due to congestion on freeways were estimated to cost the region \$1.2 million per day in 2019.⁵ Traffic congestion also leads to an increase in fuel consumption and greenhouse gas emissions, as vehicles spend more time on the road idling or moving at very low speeds and repeatedly accelerating and decelerating.

This congestion results in traffic flow breakdowns (stop and go traffic on the interstates) which in turn causes safety issues and reduces the number of vehicles that can efficiently use the system. The congestion on the interstates also leads drivers to seek alternate routes, pushing cars onto adjacent roadways, which causes congestion and safety concerns on these roads.

Future growth projects and transportation modeling show us that current plans to reduce traffic are not enough. Regional transportation plans call for roadway projects, improvements in transit, and increased use of active transportation modes, which will mitigate some of the effects of congestion. However, they will not fully address the expected increase in demand on the transportation network as the region continues to grow. Congestion pricing can work in combination with these other planned projects to reduce regional traffic congestion.

Proposed Action description

The National Environmental Policy Act (NEPA) environmental review will evaluate a single Proposed Action (congestion pricing) in comparison to a No Action scenario (no congestion pricing, further described later in this document). The Proposed Action for evaluation during NEPA includes the following project elements:

Congestion pricing will be applied to all lanes of I-5 and I-205

The project concept includes congestion pricing all lanes of the existing interstate, rather than pricing a single lane or set of lanes, building a new tolled turnpike, or tolling a newly constructed lane. Early analysis of congestion pricing on I-5 and I-205 showed that tolling all lanes can reduce congestion on the

³ Texas A&M Transportation Institute. 2021. *2021 Urban Mobility Report*.

⁴ Census Reporter 2018.

⁵ Oregon Department of Transportation [Portland Region 2020 Traffic Performance Report](#).

entire interstate facility.⁶ It also allows ODOT to keep toll rates lower on an individual basis, providing more affordable benefits to a greater number of users compared to single express lanes.

Assumed toll rates are based on future modeled demand and capacity

To predict how congestion pricing could alter travel patterns, the project team uses a transportation model, [the Metro Regional Transportation Demand Model](#). Demand in the model is based on forecasts of the number and types of trips generated in the region over the course of a typical day. Assumed toll rates for the environmental analysis will be based on modeled demand and capacity.

Reducing demand on the interstates to reduce congestion requires consideration of the time and the location of these trips. In general, a higher toll rate will decrease demand more than a lower toll rate. Therefore, assumed toll rates will be higher during peak hours and at more congested locations, and lower during off-peak hours and at locations with less demand. Assumed toll rates will be lower where highway capacity is greater (for example due to there being more lanes, efficient alternate routes, or other travel options) and higher where capacity is limited.

This overall congestion pricing structure recognizes a need to limit demand as well as a desire to minimize rerouting onto surface roadways. If toll rates are too high, too many vehicles will reroute to local roads, causing congestion on these roads and impacting safety.

Toll rates are based on a set schedule (not dynamic pricing)

Scheduled toll rates allow drivers to determine the cost of their trip before they enter the tolled interstate and make an informed decision about their travel options. The toll schedule will vary based on time of day and location to account for travel demand and supply. Because there are so many possible entry and exit points across 55 miles of interstate, trip costs could vary depending on the specific trip characteristics including entry/exit points and hour of the day.

Toll rates will be monitored and adjusted after implementation

Toll rates adopted by the Oregon Transportation Commission will be initially determined based on modeled demand and supply. After tolling begins, toll rates will be monitored and adjusted on a recurring basis based on actual (not modeled) traffic data.

⁶ In 2017, ODOT conducted the Value Pricing Feasibility Analysis to evaluate different options for congestion pricing on I-5 and I-205. Early analysis documented in [Technical Memorandum #3](#) compared two ways to implement the toll: 1) tolling all lanes; and 2) tolling a single lane, either by tolling an existing lane or constructing a new tolled lane in each travel direction.

All electronic tolling with gantries and transponders

The project concept is developed for an all-electronic toll collection system that does not require drivers to slow down or stop to pay at a toll booth. Gantries are bridge-like structures over the roadway, which support electronic equipment (see Figure 1). Most vehicles will be equipped with transponders, a small device placed on the inside of the windshield connected to a toll account. The equipment on the gantries will read the in-vehicle transponders or capture a picture of the vehicle's license plate. Drivers will be charged from their toll account or be sent a bill to the mailing address associated with the license plate number. Drivers without an account may be charged an additional processing fee.



Figure 1: Conceptual Image of Gantry and Electronic Equipment

Pricing on I-5 and I-205 from the Columbia River to the Boone Bridge in Wilsonville

During the NEPA phase, ODOT will study the maximum extents of I-5 and I-205 in the region to identify the greatest level of benefits and impacts. The evaluation area for the Proposed Action (see Figure 2) includes I-5 from the Interstate Bridge to the Boone Bridge in Wilsonville, Oregon and I-205 from the Glenn Jackson Bridge to the point at which I-205 intersects with I-5 in Tualatin, Oregon. Depending on the analysis, project limits may be adjusted prior to implementation of congestion pricing.

The Regional Mobility Pricing Project is being studied as an independent project, following two other proposed projects that include tolls: the Interstate Bridge Replacement Program and the I-205 Toll Project. Drivers would not pay on additional toll for the Regional Mobility Pricing Project on the sections of I-5 and I-205 that are tolled by these other projects.

Low-income toll program

The Low-Income Toll Report for the Oregon Toll Program was submitted to the Oregon Legislature and Oregon Transportation Commission in September 2022. The report presents an approach to developing a low-income toll program, including discount and income threshold options as well as best practices for implementation of an equitable, inclusive toll system. ODOT is committed to making the low-income toll program available the first day tolling begins, which is planned for the end of 2024 as part of the I-205 Toll Project. Discount options and other applicable program elements will be studied during the NEPA analysis to help inform development of the program. The program will be further defined by the Oregon Transportation Commission during the rulemaking and rate setting process.



Figure 2. Regional Mobility Pricing Project Evaluation Area

Note: The Regional Mobility Pricing Project is not studying tolling on the sections of I-5 and I-205 where tolls are proposed as part of the Interstate Bridge Replacement Program and the I-205 Toll Project.

Project benefits

The project team conducted initial studies to define the project concept and determine how congestion pricing can be most effective. The project concept has been refined throughout the planning phase and forms the basis of the Proposed Action. During the National Environmental Policy Act (NEPA) environmental review process, the project team will conduct additional modeling to test and further assess these results and will review and discuss the findings with partner agencies and community members to determine what further refinements should be made to the Proposed Action.

Decrease the duration of congestion on I-5 and I-205

The initial analysis found that the project concept would decrease the number of hours per day that drivers experience severe congestion on I-5 and I-205. The project concept developed during the planning phase was intended to manage severe congestion, not eliminate all congestion during all hours. If congestion were completely eliminated, tolls would have to be prohibitively high causing financial hardship and significant rerouting to the surrounding roadways to avoid the toll. The project concept was developed with consideration of the entire roadway network, not just to maximize benefits on I-5 and I-205.

Improve travel times and reliability

The initial analysis found that the project concept would improve travel times for people using I-5 and I-205, especially during peak periods, which are generally between 7 a.m. – 9 a.m. in the morning and 4 p.m. – 6 p.m. in the evening. Because there is less congestion during the midday, congestion pricing would have a smaller impact on midday and off-peak travel but would still save travelers time and provide for more reliable travel times on I-5 and I-205.

Support regional greenhouse gas emissions reduction goals through reduced vehicle miles traveled (VMT), vehicle hours traveled (VHT) and single occupancy vehicle trips

The total number of VMT and VHT by all vehicles provides a measure of overall roadway use in the region and is often correlated with vehicle emissions. A decrease in regional VMT and VHT indicates reduced vehicle emissions because drivers are taking fewer trips or choosing closer destinations, more direct routes, carpooling, or traveling by a different mode (or a combination of these). Decrease in VHT, a measure of total time spent driving, also indicate less time spent in car due to congestion management (reduced congestion delay and improved travel times). VHT considers vehicle speeds, another key determinant of emissions, as a vehicle travelling at faster speeds (above 30 mph) generally contributes less to emissions compared to a slower moving vehicle (below 30 mph).

The initial analysis found that congestion pricing would reduce VMT and VHT on a regional and per capita level. These reductions appear to be attributed to a number of factors, including reduced peak hour congestion, shifts in travel time to less congested periods, and changes in trip destination to closer locations. Some drivers also would shift their travel mode from single occupancy vehicle trips to other modes of travel, including transit, walking, biking or carpooling, reducing greenhouse gas emissions associated with driving alone.

No Action

ODOT will also evaluate a No Action scenario in the National Environmental Policy Act (NEPA) environmental analysis. The evaluation of the No Action scenario considers two future years (2027 and 2045) without the Regional Mobility Pricing Project's application of congestion pricing on I-5 and I-205. The scenario is used as a baseline to create an "apples to apples" comparison of the benefits and impacts of the Regional Mobility Pricing Project and to better understand the implications of not applying congestion pricing.

The Metro Regional Travel Demand Model will be used to model and evaluate the effects of the No Action scenario. The No Action scenario assumes the same levels of growth in population and employment forecast for the future years (2027 and 2045) in the region as the Proposed Action. The No Action scenario also includes all transportation system improvements that are part of the financially constrained Regional Transportation Plan (RTP) that would be under construction or complete by 2045. Table 1 summarizes the key major system improvements assumed that are included in the 2027 and 2045 future-year financially constrained network and No Action scenario. The No Action scenario also assumes that the Interstate Bridge Replacement (IBR) Program and the I-205 Improvements Project are constructed or under construction and incorporates into the modeling the most recently available toll rate information for IBR and the I-205 Toll Project. Therefore, the same tools and regional assumptions that are used to evaluate the Proposed Action will be used to evaluate the No Action scenario.

Table 1. Major System Improvements in No Action Scenario/Regional Mobility Pricing Project

Improvement	Expected Completion Year	In 2027 Network	In 2040 Network
Interstate Bridge Replacement Program - Improvements	2040	X	√
Interstate Bridge Replacement Program - Tolls	2027	√	√
I-205 Improvements Project	2026	√	√
I-205 Toll Project	2026	√	√
I-5 Rose Quarter (both directions)	2027	√	√
OR 217N: OR 99W to Scholls Ferry (Auxiliary Lane)	2024	√	√
OR 217S: Beaverton-Hillsdale to OR 99W (Auxiliary Lane)	2024	√	√
OR 224 Milwaukie Expressway Improvements	2027	√	√
I-5N: Braided Ramps I-205 to Nyberg	2040	X	√
I-5N: Nyberg to Lower Boones Ferry (Auxiliary Lane)	2040	X	√
I-5S: Wilsonville Rd to Wilsonville-Hubbard Hwy (Auxiliary Lane)	2040	X	√
I-5S: Truck Climbing Lane (Marquam to Multnomah Blvd). PE and ROW and CON phases	2040	X	√
US 26: Widen to six lanes from Brookwood to Cornelius Pass (both directions)	2040	X	√
OR 217S: Braided Ramps Beaverton-Hillsdale Hwy to Allen Blvd	2040	X	√
OR 212/224 Sunrise Hwy Phase 2: SE 122nd to SE 172nd (CON)	2040	X	√
CON = construction phase; I- = Interstate; OR = Oregon Route; PE = preliminary engineering; ROW = right-of-way; US = U.S. Route			

These transportation system improvements are also assumed in baseline future year analysis (2027 and 2045) for the Regional Mobility Pricing Project. The only difference from the No Action scenario is the application of congestion pricing on I-5 and I-205 associated with the Regional Mobility Pricing Project.

Regional Mobility Pricing Project

Memorandum

September 2022

Community and Environmental Resources to be Evaluated in the Environmental Assessment

Beginning in October 2022, the Federal Highway Administration (FHWA) and the Oregon Department of Transportation (ODOT) will begin preparing an analysis of the beneficial and adverse effects of the proposed Regional Mobility Pricing Project on the natural and human environment. This analysis is being conducted pursuant to the National Environmental Policy Act (NEPA), as amended. ODOT and FHWA have regularly coordinated during the project planning phase and have determined that the appropriate NEPA class of action is Class III, requiring preparation of an Environmental Assessment.

The proposed Regional Mobility Pricing Project would apply congestion pricing on all travel lanes of Interstate 5 (I-5) and Interstate 205 (I-205). The physical effects of project construction would be limited to the installation of overhead gantries and associated signage on the interstates, as well as the installation and connection of associated electrical and communications infrastructure. Mitigation measures to address transportation impacts may also require minor construction. Effects on the human and natural environment would be largely limited to those resource types that would be directly affected by potential changes in traffic patterns associated with the implementation of congestion pricing. Table 1 lists the resource types that will be studied in the Regional Mobility Pricing Project NEPA Environmental Assessment and summarizes the scope of the analysis that will be conducted. Additional methods for the analysis of these effects will be developed over the course of the NEPA environmental review process.

Table 1. Resource Types to be Evaluated in the NEPA Environmental Assessment

Resource Type	Brief Description of Scope of Analysis	Recommended Format for Analysis
Transportation	Tolling is anticipated to change traffic and travel patterns, including changes in traffic volumes on the interstates, adjoining and parallel arterials, and local roads. Changes could occur in travel demand, travel times, travel predictability, and congestion across multiple travel modes (motor vehicle, transit, bicycle, pedestrian), as well as in the frequency and intensity of safety incidents for these modes.	Prepare detailed technical report; summarize transportation effects in the Environmental Assessment (EA). Use technical information to support analysis of other resource types (air quality, greenhouse gas emissions, economics, noise, social resources and communities, environmental justice).
Air Quality	Changes in traffic and travel patterns could change the amount and location of vehicle emissions, resulting in effects on regional and local air quality.	Prepare detailed technical report; summarize in EA.
Greenhouse Gas Emissions	Changes in traffic and travel patterns could alter the amount of energy consumed by vehicles and could affect the regional greenhouse gas emissions from vehicles. Changes in local and regional greenhouse gas emissions could contribute to cumulative climate change effects.	Prepare detailed technical report; summarize in EA.

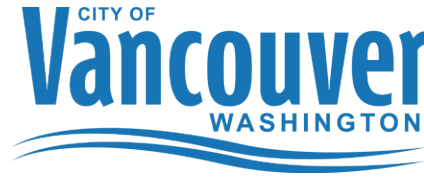
Regional Mobility Pricing Project

Community and environmental resources to be evaluated in the Environmental Assessment

Resource Type	Brief Description of Scope of Analysis	Recommended Format for Analysis
Economics	Changes in traffic and travel patterns could alter vehicle volumes or travel times along business corridors and districts, affecting business access and sales. Changes in traffic patterns could also affect the cost of operations for businesses reliant on road transport. The fees associated with congestion pricing could also change the cost of transportation for goods movement and service businesses, affecting these businesses and the larger local and regional economy.	Prepare detailed technical report; summarize in EA. Use technical information to support analysis of other resource types (social resources and communities, environmental justice).
Noise	Changes in traffic and travel patterns could alter noise levels on the interstates, adjoining and parallel arterials, and local roads.	Coordinate with FHWA and ODOT subject matter experts. Prepare detailed technical report if warranted; otherwise, address directly in EA.
Social Resources and Communities	Changes in traffic and travel patterns could alter vehicle volumes in neighborhoods and business districts, as well as access to medical and educational services, park and recreation facilities, places of cultural significance, or other areas important to communities. These changes in traffic volumes or access could affect the quality of life in these areas.	Prepare detailed technical report; summarize in EA.
Environmental Justice	Changes in traffic and travel patterns could alter vehicle volumes on roads in environmental justice communities, resulting in changes in travel times, congestion, access, and safety. The fees associated with congestion pricing may be a burden for some environmental justice populations.	Prepare detailed technical report; summarize in EA.
Visual Quality	Project construction would be limited to existing interstates, and no effects on local scenic features are anticipated. No national scenic byways directly adjoin the proposed project area.	Prepare brief analysis to determine appropriate level of documentation. Prepare detailed technical report if warranted; otherwise, address directly in EA.
Land Use	No right-of-way acquisition is anticipated, and substantive changes in land use are not expected with the application of congestion pricing.	Address directly in EA; no separate technical report is required.
Geology and Soils	No impacts on geology and soils are anticipated because construction would be limited with no major earthwork.	Address briefly in EA; no separate technical report is required.
Hazardous Materials	Project construction would be limited to existing interstates where tolling infrastructure would be constructed. No effects on or use of substantial quantities of hazardous materials are anticipated.	Complete hazardous materials survey and prepare memorandum with results; summarize in EA.
Historic and Archeological Resources	Project construction would be limited to existing interstates where tolling infrastructure would be constructed. No effects on historic or archaeological resources are anticipated.	Complete cultural and historic resources survey and prepare memorandum; summarize in EA.
Vegetation and Wildlife	Project construction would be limited to existing interstates and no changes to a natural area would occur; therefore, no impacts on vegetation and wildlife are anticipated.	Address briefly in EA; no separate technical report is required.
Wetlands and Water Resources	Project construction would be limited to existing interstates and no in-water work would occur; therefore, no impacts on wetlands or water resources are anticipated.	Address briefly in EA; no separate technical report is required.
Cumulative Impacts	Changes in transportation patterns and resulting effects addressed under other resource types could combine with the effects of other past, current, and future proposed projects to contribute to cumulative impacts.	Prepare detailed technical report; summarize in EA.
Energy	Project construction would have minor and temporary expenditures of energy. Energy use by tolling equipment is anticipated to be minimal.	Not addressed in EA.

December 20, 2022

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The City of Vancouver, a Participating Agency of the Oregon Department of Transportation's Toll Program for the Regional Mobility Pricing Project (RMPP), is submitting the following comments on materials released as part of scoping for the Project's NEPA Environmental Analysis phase. All comments are guided by, and in alignment with, the City's policy framework on the ODOT Toll Program as described in a letter submitted to the ODOT Toll Program Director on March 22, 2022 (Attachment A). Primary themes of the City's policy framework include:

- Analysis conducted as part of implementing any toll proposal must be region-wide and include the entire bi-state transportation network.
- Mitigation of impacts from toll projects must consider the entire regional system and be equally applicable in both Oregon and Washington. Also, mitigations must include increased transit options regardless of state of origin.
- Tolling revenues should be used to address operational, safety, and congestion management issues throughout the bi-state region.
- Implementation of tolling should be collaborative, equitable and include ongoing opportunities for meaningful participation by policymakers and community members from throughout the entire bi-state region.

1. Comments on Draft Purpose and Need Statement

The City understands the stated needs for Toll Program, namely:

- Daily traffic congestion negatively affects quality of life in, and the economy of, our growing Vancouver-Portland region
- State and federal transportation revenues are not adequate to meet infrastructure needs
- We must reduce greenhouse gas emissions through congestion management as well as VMT reduction
- Multimodal travel options are not comprehensive enough to meet mobility needs in order to help reduce congestion
- Our regional transportation networks have negatively and inequitably impacted historically and currently excluded and underserved communities

We also understand the stated goals and objectives to address these needs.

2. Comments on Proposed Actions for NEPA

All proposed actions noted in the following must align with the City's policy framework as well as the goals and outcomes developed through collaboration with the Equity and Mobility Advisory Committee (EMAC) and presented to the Oregon Transportation Commission in fall 2022.

Action 1: Congestion pricing will be applied to all lanes of I-5 and I-205

Description: The project concept includes congestion pricing of all lanes of the existing interstate, rather than pricing a single lane or set of lanes, building a new tolled turnpike, or tolling a newly constructed lane. Early analysis of congestion pricing on I-5 and I-205 showed that tolling all lanes

can reduce congestion on the entire interstate facility. It also allows ODOT to keep toll rates lower on an individual basis, providing more affordable benefits to a greater number of users compared to single express lanes.

City of Vancouver Comment: Enhanced travel options such as transit service increases and new active transportation facilities must be part of mitigation to address impacts for loss of non-tolled travel lanes.

Action 2: Assumed toll rates are based on future modeled demand and capacity

Description: In general, a higher toll rate will decrease demand more than a lower toll rate. Therefore, assumed toll rates will be higher during peak hours and at more congested locations, and lower during off-peak hours and at locations with less demand. Assumed toll rates will be lower where highway capacity is greater (for example due to there being more lanes, efficient alternate routes, or other travel options) and higher where capacity is limited. This overall congestion pricing structure recognizes a need to limit demand as well as a desire to minimize rerouting onto surface roadways. If toll rates are too high, too many vehicles will reroute to local roads, causing congestion on these roads and impacting safety.

City of Vancouver Comment: There must be defined mitigations to assist low-income system users who have no other option than to travel the tolled system during higher rate times. We also support mitigations that address negative impacts due to diversion to local road networks.

Action 3: Toll rates are based on a set schedule (not dynamic pricing)

Description: Scheduled toll rates allow drivers to determine the cost of their trip before they enter the tolled interstate and make an informed decision about their travel options. The toll schedule will vary based on time of day and location to account for travel demand and supply. Because there are so many possible entry and exit points across 55 miles of interstate, trip costs could vary depending on the specific trip characteristics including entry/exit points and hour of the day.

City of Vancouver Comment: The City supports a set toll schedule that allows users to make decisions about if, when and how to travel to best meet their needs.

Action 4: Toll rates will be monitored and adjusted after implementation

Description: Toll rates adopted by the Oregon Transportation Commission will be initially determined based on modeled demand and supply. After tolling begins, toll rates will be monitored and adjusted on a recurring basis based on actual (not modeled) traffic data.

City of Vancouver Comment: The City advocates for further definition for when or how toll rate adjustments would be determined by the Oregon Transportation Commission. The methodology for this determination must be made in an inclusive and equitable manner and not solely through the Statewide Toll Rulemaking Advisory Committee.

Action 5: All electronic tolling with gantries and transponders

Description: The project concept is developed for an all-electronic toll collection system that does not require drivers to slow down or stop to pay at a toll booth. Most vehicles will be equipped with transponders, a small device placed on the inside of the windshield connected to a toll account. The equipment on the gantries will read the in-vehicle transponders or capture a picture of the vehicle's license plate. Drivers will be charged from their toll account or be sent a bill to the mailing address associated with the license plate number. Drivers without an account may be charged an additional processing fee.

City of Vancouver Comment: No comment.

Action 6: Pricing on I-5 and I-205 from the Columbia River to the Boone Bridge in Wilsonville

Description: During the NEPA phase, ODOT will study the maximum extents of I-5 and I-205 in the region to identify the greatest level of benefits and impacts. The evaluation area for the Proposed Action (see Figure 2) includes I-5 from the Interstate Bridge to the Boone Bridge in Wilsonville, Oregon and I-205 from the Glenn Jackson Bridge to the point at which I-205 intersects with I-5 in Tualatin, Oregon. Depending on the analysis, project limits may be adjusted prior to implementation of congestion pricing. The Regional Mobility Pricing Project is being studied as an independent project, following two other proposed projects that include tolls: the Interstate Bridge Replacement Program and the I-205 Toll Project. Drivers would not pay on additional toll for the Regional Mobility Pricing Project on the sections of I-5 and I-205 that are tolled by these other projects.

City of Vancouver Comment: The City is requesting a side-by-side comparison of the geographic scope and modeling methodologies of the RMPP and Interstate Bridge Replacement tolling analyses. The intent of our request is to understand consistencies and/or inconsistencies of how each program will be evaluated, and ultimately how travelers in the vicinity may be impacted by both programs in their entirety.

Action 7: Low-income toll program

Description: The Low-Income Toll Report for the Oregon Toll Program was submitted to the Oregon Legislature and Oregon Transportation Commission in September 2022. The report presents an approach to developing a low-income toll program, including discount and income threshold options as well as best practices for implementation of an equitable, inclusive toll system. ODOT is committed to making the low-income toll program available the first day tolling begins, which is planned for the end of 2024 as part of the I-205 Toll Project. Discount options and other applicable program elements will be studied during the NEPA analysis to help inform development of the program. The program will be further defined by the Oregon Transportation Commission during the rulemaking and rate setting process.

City of Vancouver Comment: The City supports the proposed approach of centering outcomes from the Low-Income Toll Report during program development as well as the rulemaking and rate setting process. Mitigations for low-income communities, including reduced rates and access to a variety of travel options, must be equally available to low-income travelers in Oregon and Washington.

3. Comments on Community and Environmental Resources to be Evaluated in the Environmental Assessment

The City supports the list of resource types to be evaluated in the NEPA EA, namely:

Transportation	Social Resources and Communities	Hazardous Materials
Air Quality	Environmental Justice	Historic and Archaeological Resources
Greenhouse Gas Emissions	Visual Quality	Vegetation and Wildlife
Economics	Land Use	Wetlands and Water Resources
Noise	Geology and Soils	Cumulative Impacts
Energy		

We look forward to engaging in the development of technical reports noted for each of these resources. As those are developed, the following are issues the City advocates be addressed:

Attachment F: Draft letter from City of Vancouver to ODOT re: RMPP Scoping Documents

- 1) Define assumptions on what can be mitigated, and to what degree they might be mitigated? In particular, define assumptions on how impacts to SW Washington may be mitigated.
- 2) A process to address how toll revenues will be allocated for mitigation and for future projects, and how those will be prioritized.
- 3) Determine how transit enhancement opportunities will be analyzed and defined, including opportunities for improved transit operations and ongoing maintenance.
- 4) Addressing how restrictions on bi-state revenue flows for mitigations to SW Washington system users might be overcome.
- 5) Review of tolling on additional facilities in the future (such as those noted in the City's policy framework, Attachment A).

We look forward to continuing our engagement as a Participating Agency in this process, and advocating for the needs of SW WA community members and bi-state commuters.

Sincerely,

Anne McEnerny-Ogle, Mayor

cc: Vancouver City Council
Garet Prior, ODOT Toll Program Policy Manager
RMPP email: oregontolling@odot.oregon.gov

Attachment:

A: City of Vancouver Policy Framework on ODOT Toll Program

ODOT Toll Program Update

Regional Mobility Pricing Project (RMPP)

Katherine Kelly

Senior Policy Advisor

Community Development Department

December 19, 2022



Workshop Purpose

- ODOT Toll Program Overview and Status Update
- Discuss Draft Comments on Environmental Assessment “Scoping” Documents
- Council Direction on Draft Letter to ODOT
 - Whether to Submit
 - Content of the Letter



Agenda



**Program
Overview**



**Program
Status**



**Feedback on
Draft Comments**



**Next
Steps**

Program Overview

Regional Mobility Pricing Project (RMPP)

Congestion pricing on all lanes of I-5 and I-205 in the Portland metropolitan area to **reduce traffic congestion** and **raise revenue** for transportation system investments.



Program Overview

City of Vancouver Policy Framework on ODOT Toll Program (March, 2022)

Key Themes

- Analysis conducted as part of implementing any toll proposal must be region-wide and include the entire bi-state transportation network.
- Mitigation of impacts from toll projects must consider the entire regional system and be equally applicable in both Oregon and Washington. Also, mitigations must include increased transit options regardless of state of origin.
- Tolling revenues should be used to address operational, safety, and congestion management issues throughout the bi-state region.
- Implementation of tolling should be collaborative, equitable and include ongoing opportunities for meaningful participation by policymakers and community members from throughout the entire bi-state region.

Program Status

Planning and Environmental Linkages Phase

- Identify transportation and environmental concerns (completed September, 2022).

Environmental Review Phase

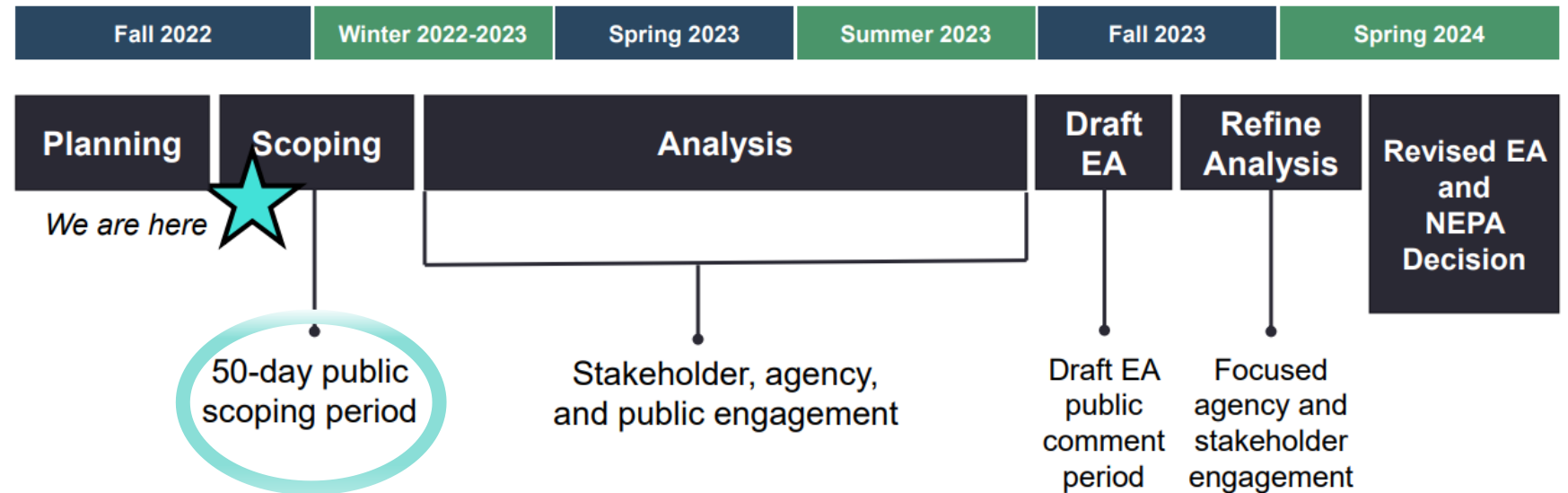
- “Scoping” (November 18, 2022 - January 6, 2023)

Seeking input on the range or “scope” of community and environmental issues to study.

1. The **Draft Purpose and Need Statement**.
 2. The **Proposed Action**, which describes the congestion pricing concept to be studied.
 3. The scope of the **community and environmental resources** to be evaluated in the environmental analysis, such as air quality, neighborhood traffic, and the regional economy.
- When Scoping is complete results are published in a report called an Environmental Assessment (EA).

Program Status

Environmental Analysis Timeline



Draft Comments

1. Purpose and Need

Purpose: The purpose of the Regional Mobility Pricing Project (RMPP) is to use congestion pricing on Interstate-5 (I-5) and Interstate-205 (I-205) to manage traffic congestion on these facilities in the Portland, Oregon metropolitan area in a manner that will generate revenue for transportation system investments.

Needs:

- Daily traffic congestion negatively affects quality of life in, and the economy of, our growing Vancouver-Portland region
- State and federal transportation revenues are not adequate to meet infrastructure needs
- We must reduce greenhouse gas emissions through congestion management as well as VMT reduction
- Multimodal travel options are not comprehensive enough to meet mobility needs in order to help reduce congestion
- Our regional transportation networks have negatively and inequitably impacted historically and currently excluded and underserved communities

Draft City Comment: The City understands the stated purpose and needs for the Toll Program as well as the stated goals and objectives to address these needs.

Draft Comments

2. Proposed Actions

Action 1: Congestion pricing will be applied to all lanes of I-5 and I-205

Draft Comment: Enhanced travel options such as transit service increases and new active transportation facilities must be part of mitigation to address impacts for loss of non-tolled travel lanes.

Action 2: Assumed toll rates are based on future modeled demand and capacity

Draft Comment: There must be defined mitigations to assist low-income system users who have no other option than to travel the tolled system during higher rate times. We also support mitigations that address negative impacts due to diversion to local road networks.

Action 3: Toll rates are based on a set schedule (not dynamic pricing)

Draft Comment: City supports a set toll schedule that allows users to make decisions about if, when, and how to travel to best meet their needs.

Action 4: Toll rates will be monitored and adjusted after implementation

Draft Comment: The City advocates for further definition for when or how toll rate adjustments would be determined by the Oregon Transportation Commission. The methodology for this determination must be made in an inclusive and equitable manner and not solely through the Statewide Toll Rulemaking Advisory Committee.

Draft Comments

2. Proposed Actions, Continued

Action 5: All Electronic Tolling with Gantries and Transponders

Draft Comment: No Comment.

Action 6: Pricing on I-5 and I-205 from Columbia River to Boone Bridge

Draft Comment: City requests a side-by-side comparison of the geographic scope and modeling methodologies of the RMPP and Interstate Bridge Replacement tolling analyses. The intent is to understand consistencies and/or inconsistencies of how each program will be evaluated, and ultimately how travelers in the vicinity may be impacted by both programs in their entirety.

Action 7: Low-Income Toll Program

Draft Comment: City supports centering outcomes from the Low-Income Toll Report during program development as well as rulemaking and rate setting process. Mitigations for low-income communities, including reduced rates and access to a variety of travel options, must be equally available to low-income travelers in OR and SW WA.

Draft Comments

3. Topics to be Studied

- Transportation
- Air Quality
- Greenhouse Gas Emissions
- Economics
- Noise
- Energy
- Social Resources and Communities
- Environmental Justice
- Visual Quality
- Land Use
- Geology and Soils
- Hazardous Materials
- Historic, Archaeological Resources
- Vegetation and Wildlife
- Wetlands and Water Resources
- Cumulative Impacts

Draft City Comment: The City supports the list of resource types to be evaluated in the Environmental Assessment. As these topics are evaluated, the Toll Program must also address:

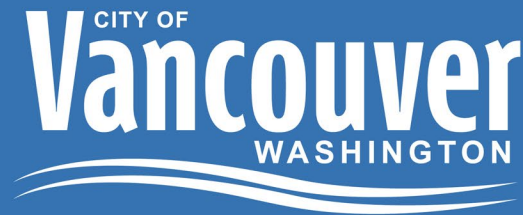
- Assumptions on what can be mitigated and to what degree they might be mitigated (especially impacts to SW Washington).
- How toll revenues will be allocated and prioritized for mitigation and future projects.
- How transit enhancement opportunities will be analyzed and defined, including operations and ongoing maintenance.
- How restrictions on bi-state revenue flows for mitigations to SW Washington system users might be overcome.
- Tolling on additional facilities in the future.

Next Steps

- Comments due by January 6, 2023 on:
 - Purpose and Need
 - Proposed Actions
 - Topics to be Addressed
- Council to provide feedback on draft letter
 - Whether to submit letter to ODOT
 - Any content changes
- Continued engagement in the ODOT Toll Program

Thank You

To learn more, visit [\[website\]](#)



Main Street Promise Update

City Council Workshop
December 19, 2022



Teresa Brum
Deputy Director, Economic Development

Ryan Lopossa
Streets & Transportation Manager

Will Grimm
Principal, First Forty Feet

Katy Belkony
Principal, Point North



Agenda

- Introduction
City Staff
- Project Description
First Forty Feet
- Engagement
Point North



Overview

The case for Main Street:

- The roadway, sidewalks, and adjacent outdoor spaces on Main Street will be reconfigured to improve safety, foster a sense of community, and support economic prosperity.

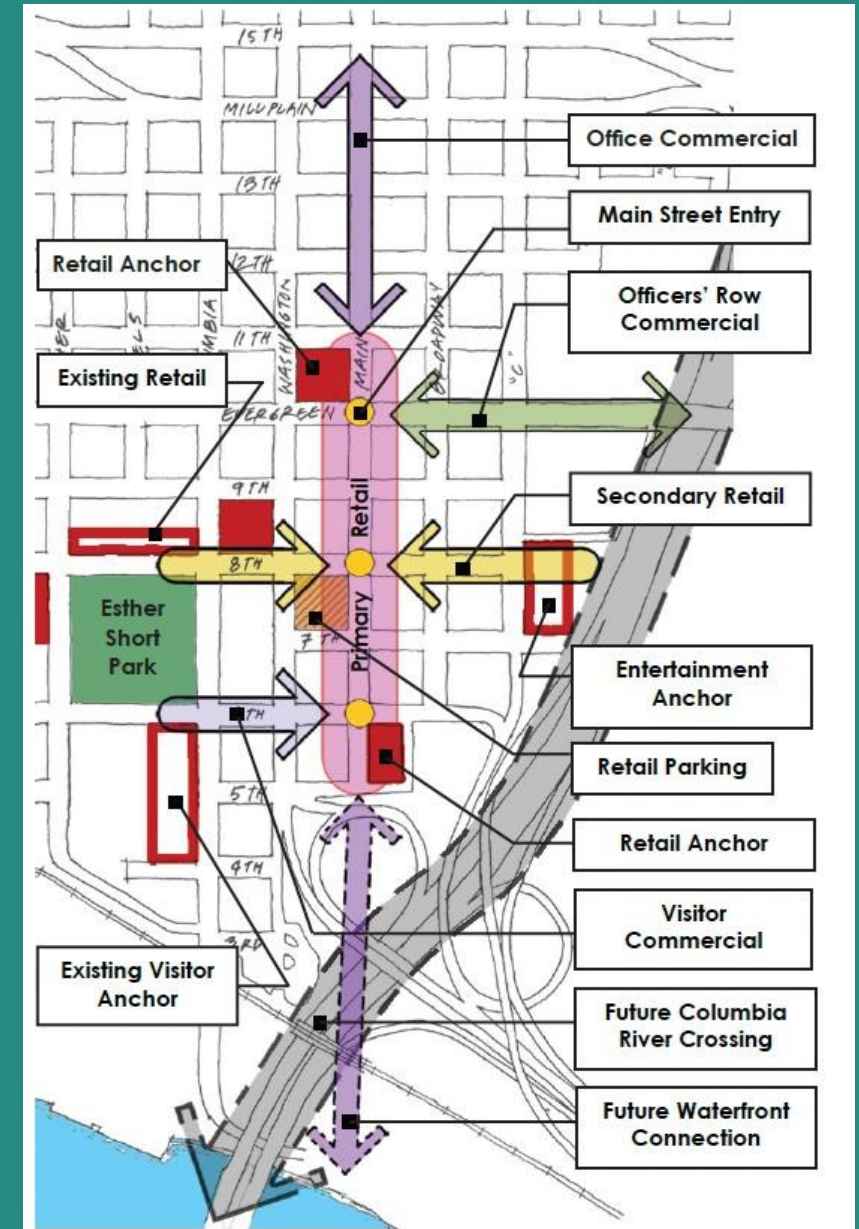
Funding:

- American Rescue Plan Act (ARPA)
- City Transportation Fund
- Multi-family Tax Exemption Public Benefit
- Utility Funding
- City of Vancouver General Fund



Where Have We Been?

- **1993:** Main Street Project First Identified
- **2003:** First Design & Cost Estimate
- **2006:** Main Street 95% Plans Begin
- **2009:** Main Street Design Handbook
- **2014:** Second Design Update
- **2019:** Third Design Update – Stakeholders
- **2021:** City Receives ARPA Funding & Main Street Project Identified
- **2022:** Design Contract Approved for MacKay Spósito



Project Goals and Guiding Principles

Goals

- Increase safety for people and vehicles
- Welcome visitors
- Support Main Street businesses
- Improve infrastructure



Guiding Principles



- Honor and celebrate the history of downtown Vancouver



- Build upon existing, and establish new, partnerships with local businesses and the community



- Create a stronger sense of community identity and a welcoming place for Vancouver residents and visitors



- Create an environment for renewed businesses and property owners' investment



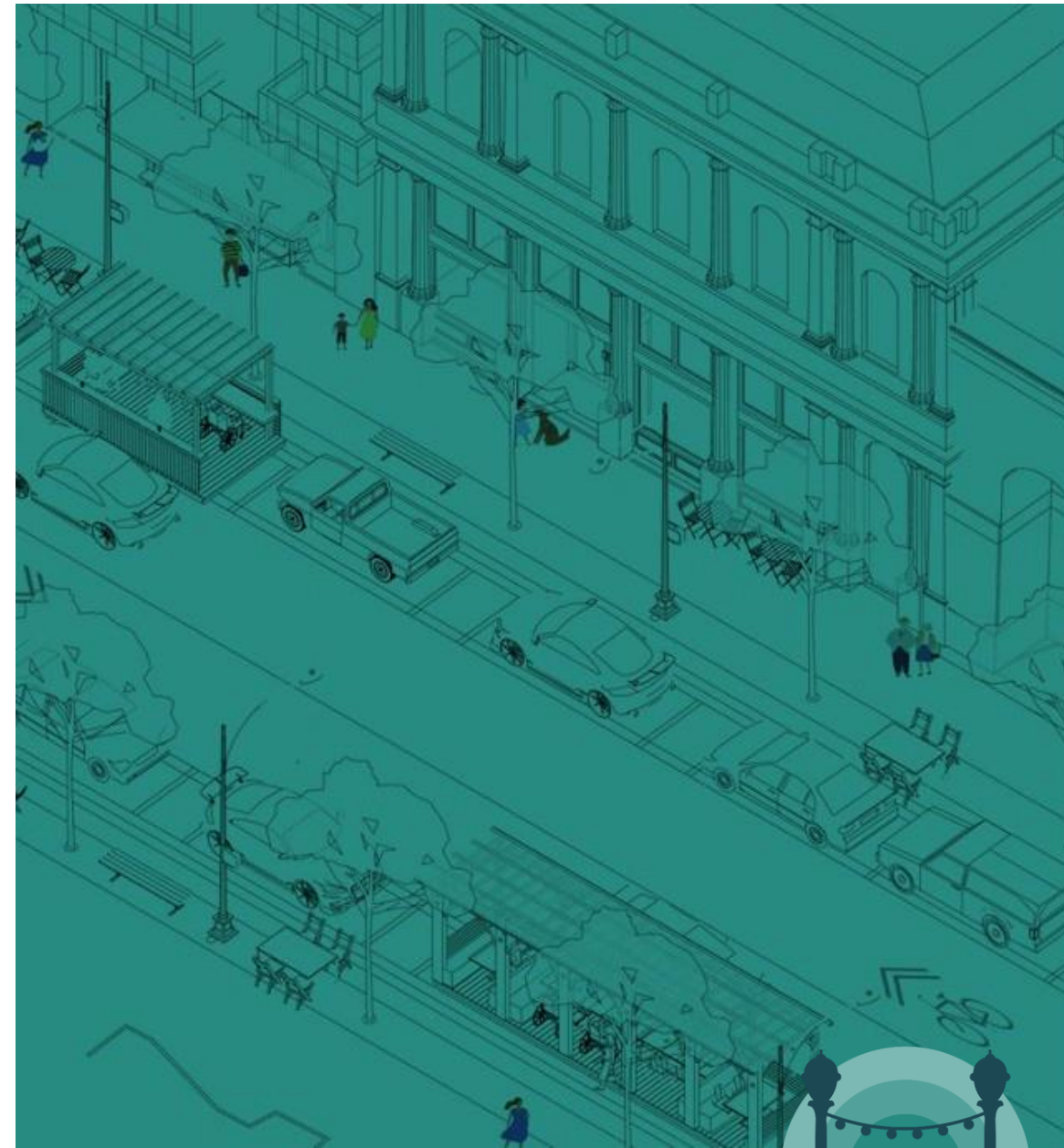
- Connect Main Street, Esther Short Neighborhood, the Waterfront and Fort Vancouver National Historic Site



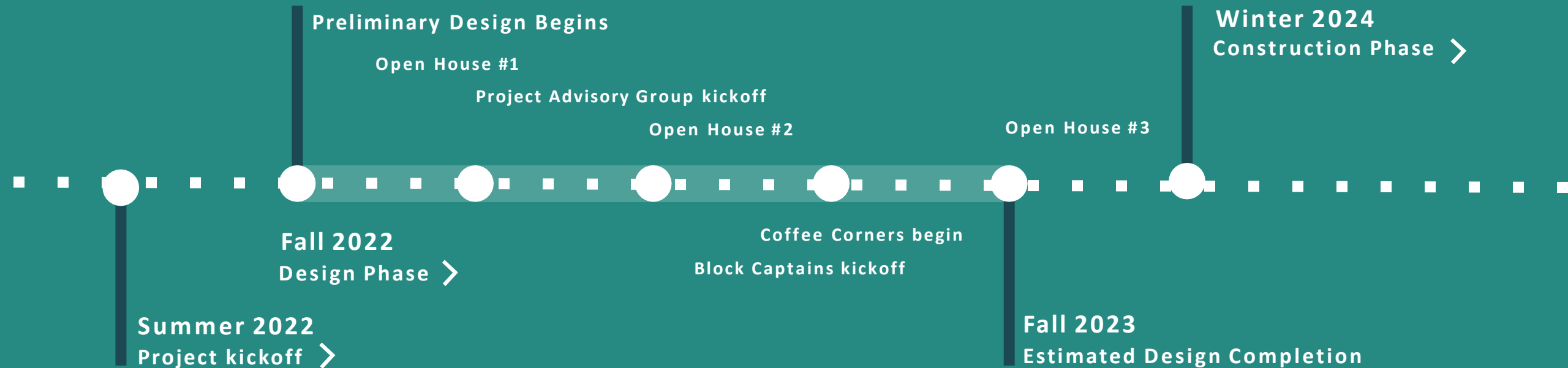
- Create an attractive, coordinated and quality downtown environment that can be a model for future improvements

Project Elements

- **Widen sidewalks to improve pedestrian access and support businesses**
 - Enhance opportunities for sidewalk cafes
- **Enhance pedestrian crossings to improve safety**
- **Consider new elements to activate the street**
 - Street furniture
 - Decorative lighting
 - Café and outdoor seating
 - Bike parking
 - Additional art
- **Add new LED streetlights**
- **Update existing traffic signals**
- **Upgrade water mains, sewer mains, stormwater facilities**
- **Repave and restripe Main Street**



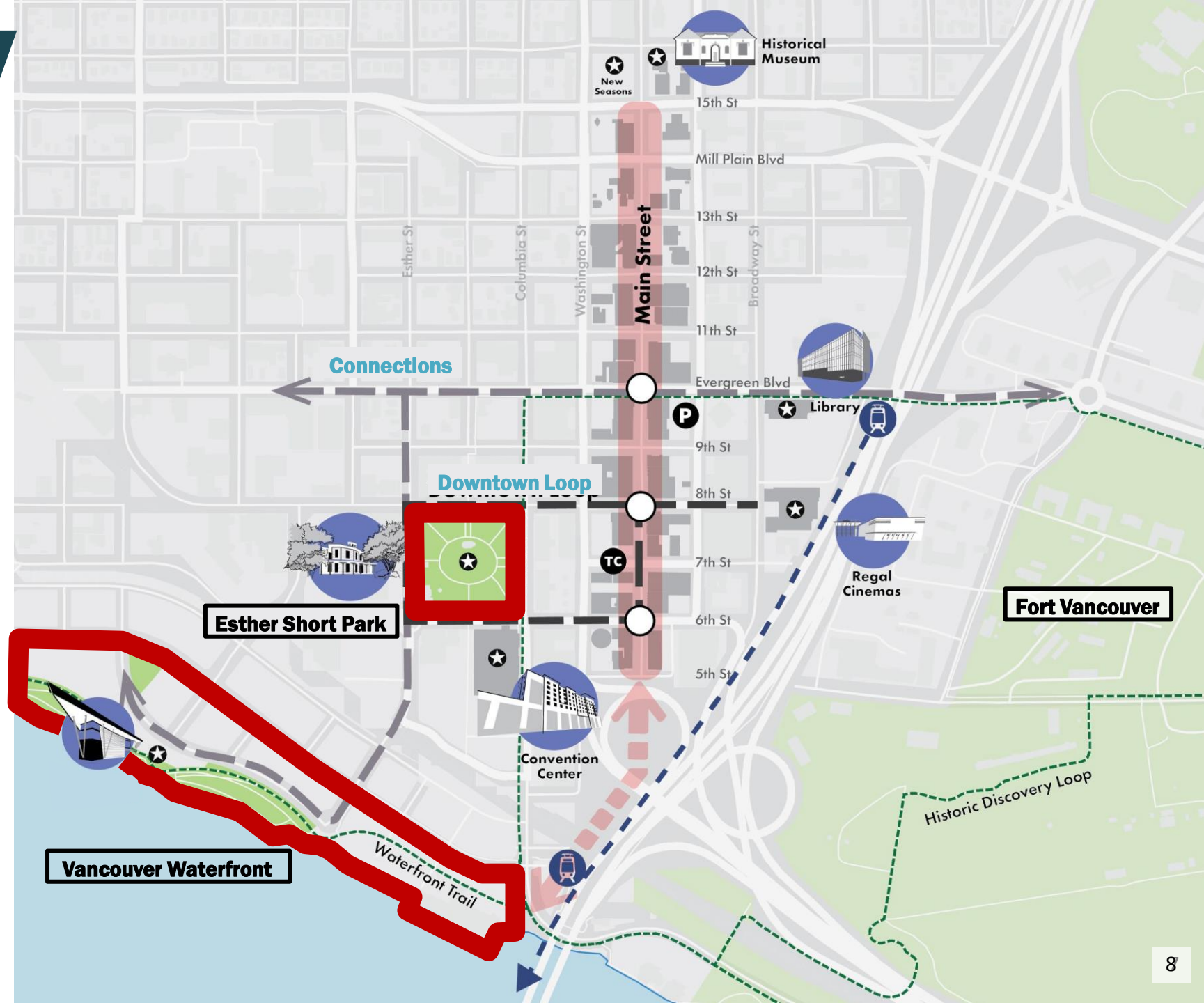
Project Timeline



Where We Are Now

Destination Downtown

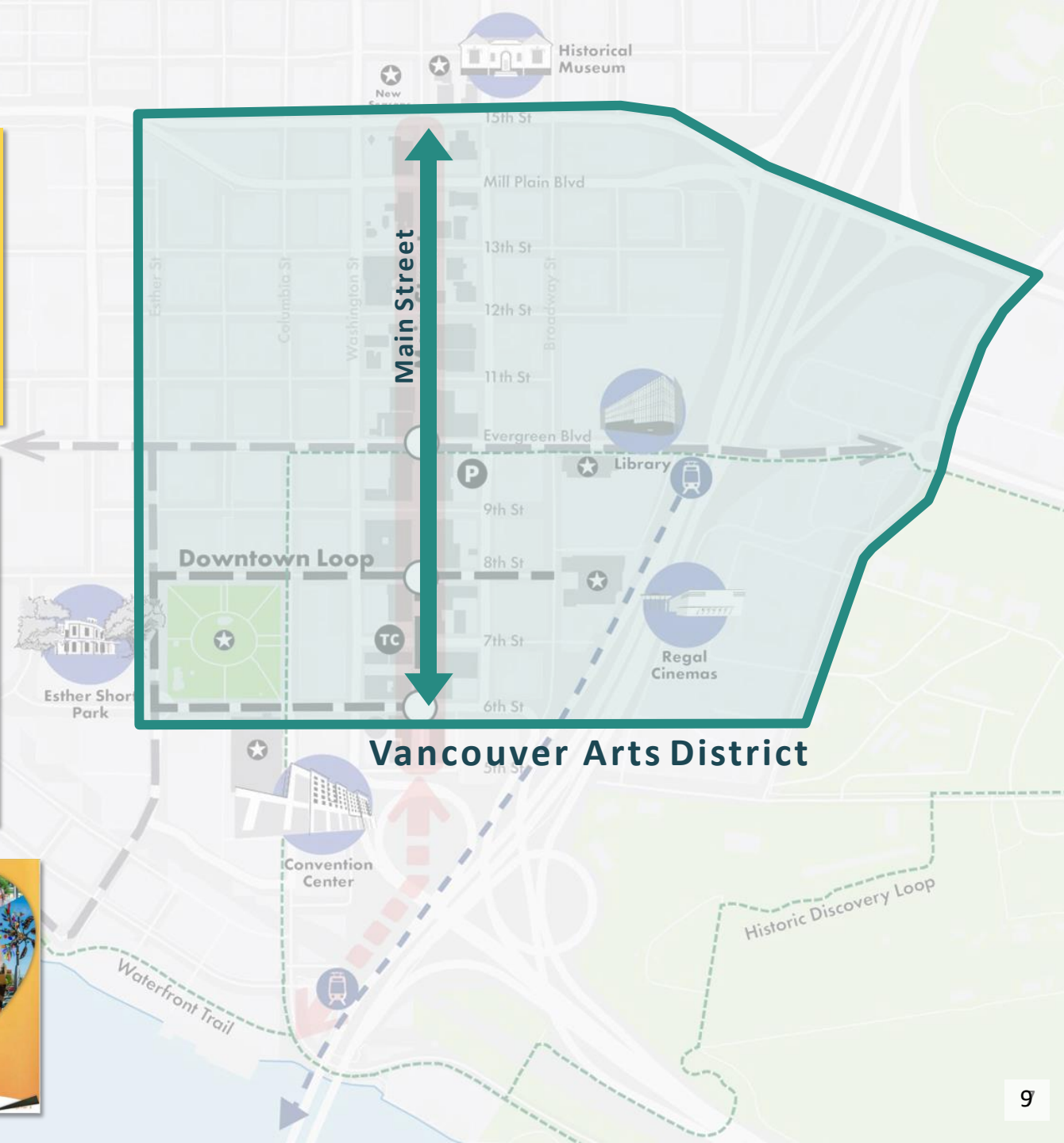
- Main Street, Esther Short Park, Waterfront & Fort Vancouver
- The Loop
- Connections



Where We Are Now

Destination Downtown

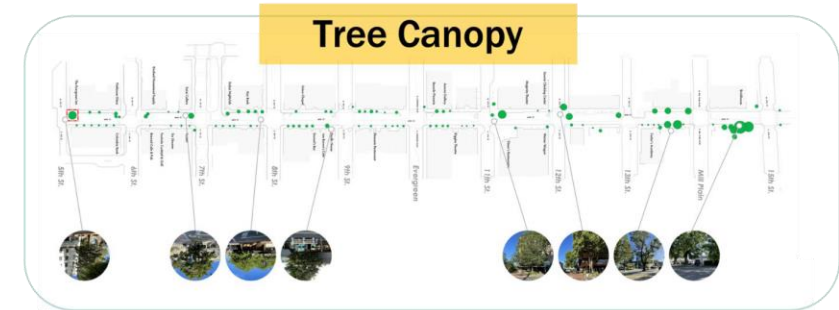
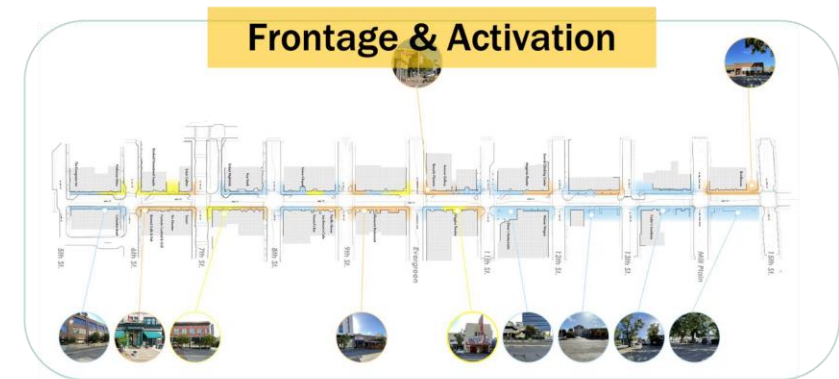
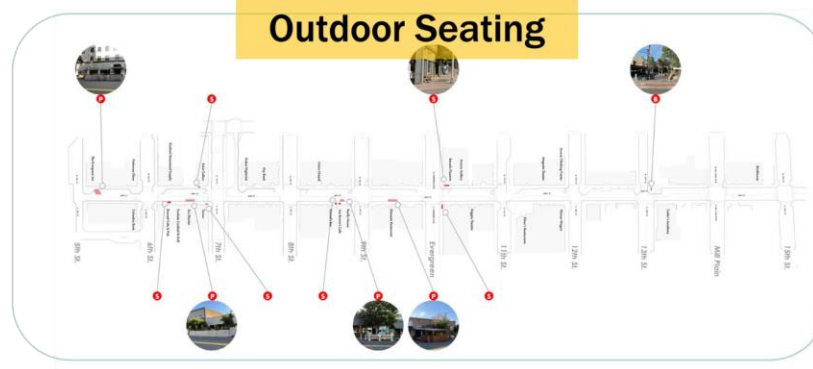
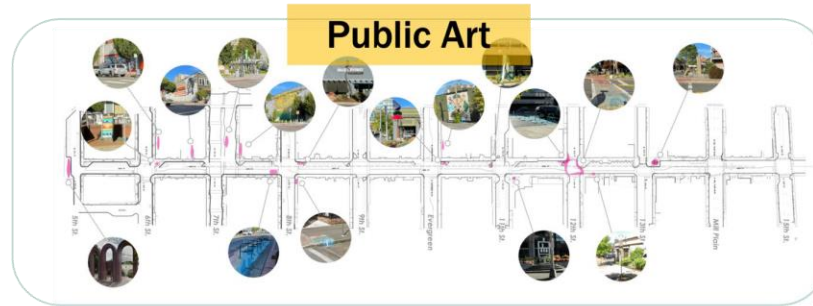
- Vancouver Arts District



Where We Are Now

Existing Assets

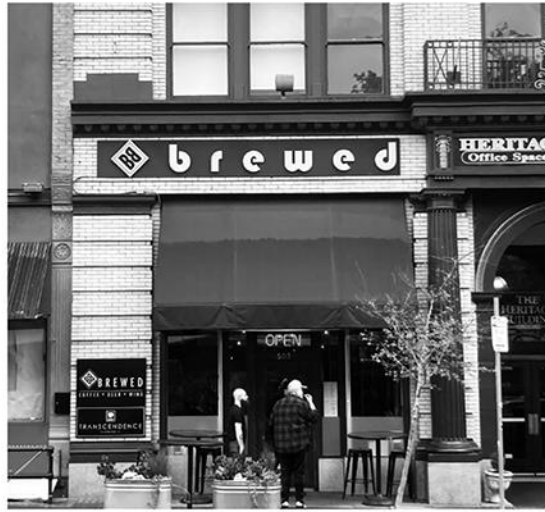
- Documented full inventory of existing street features
- Mapped high activity areas and unique features to preserve



Where We Are Now

Existing Assets

- Walking tour of corridor
- Ongoing outreach and meetings with businesses
- Initiated Vancouver Downtown Stakeholder Forum to gather feedback



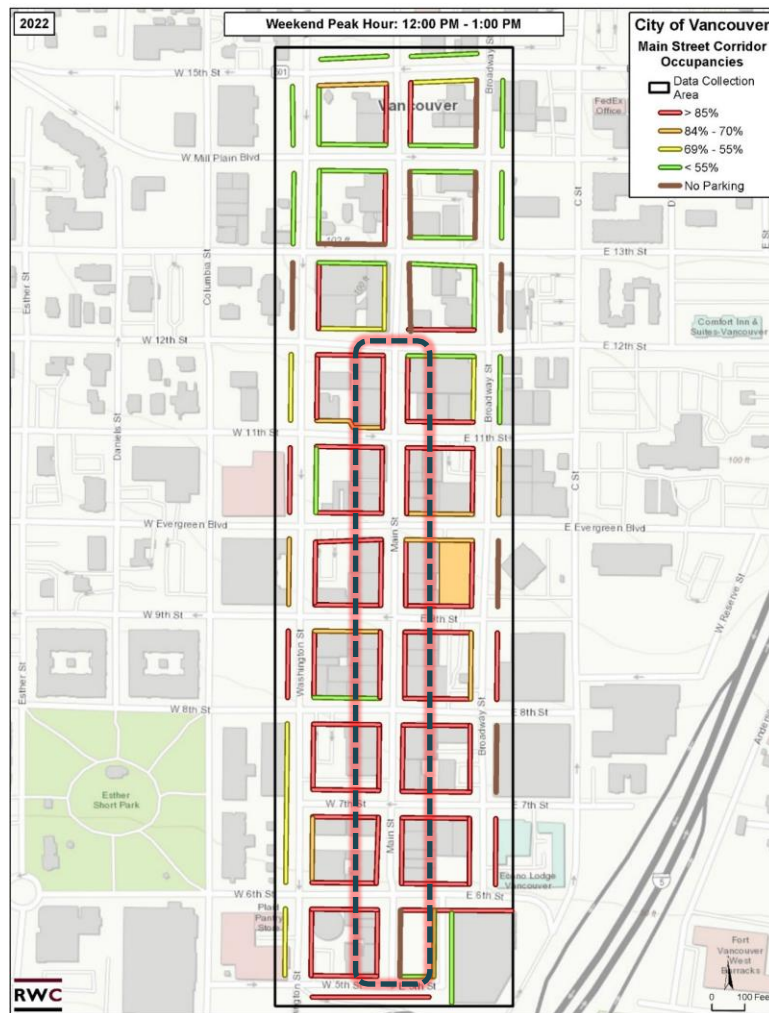
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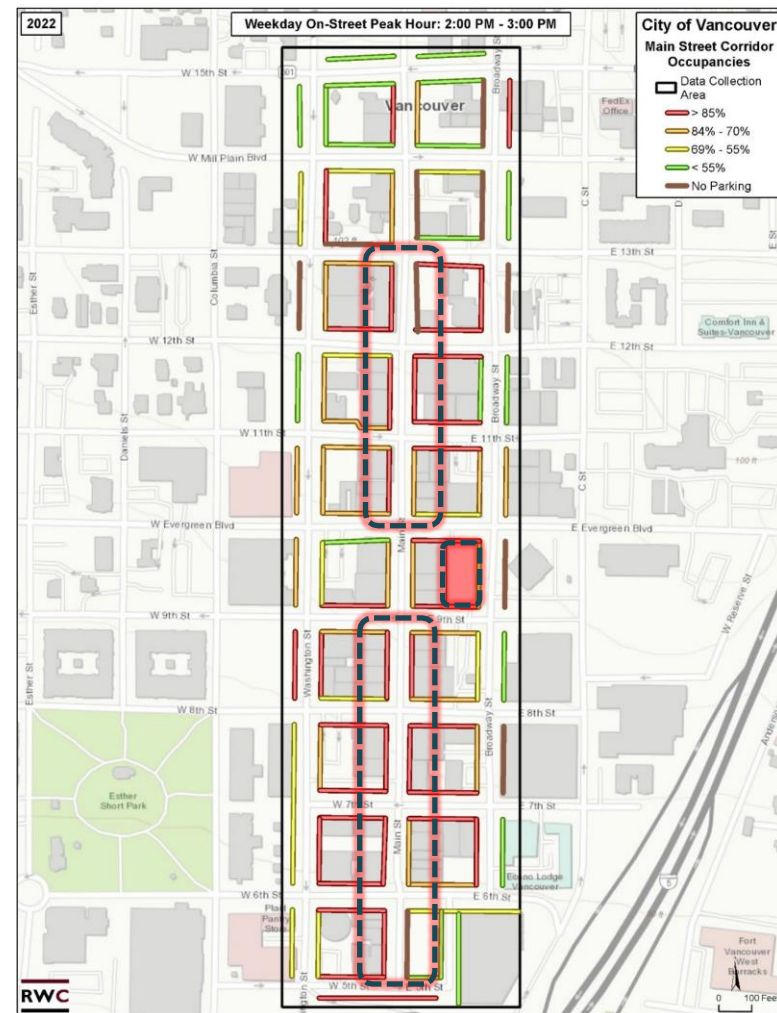
Where We Are Now

Parking Strategy

- Where are parking demand hotspots?



Weekend Hot Spot 12-1pm



Weekday Hot Spots 2-3pm

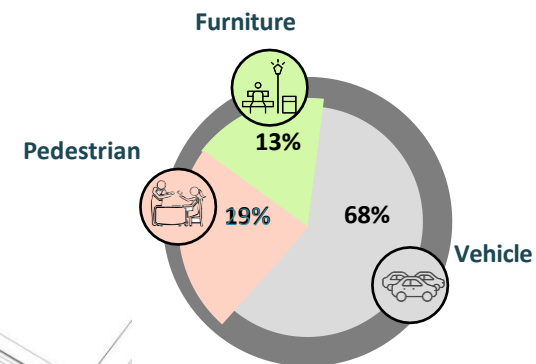
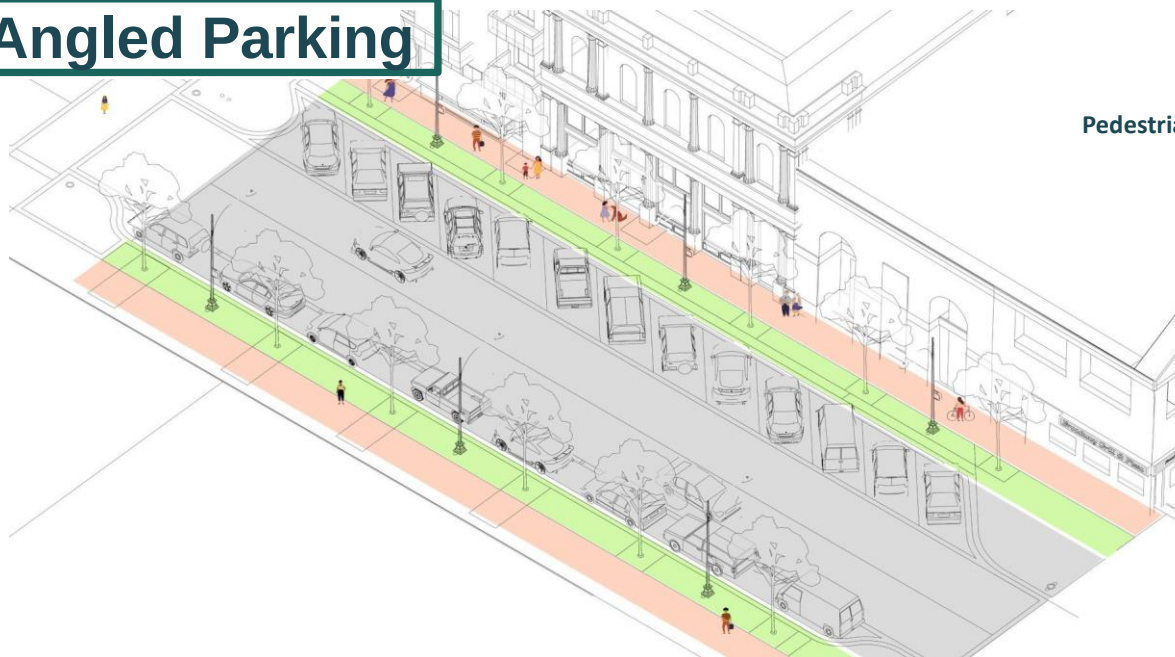
Where We Are Now

Parking Strategy

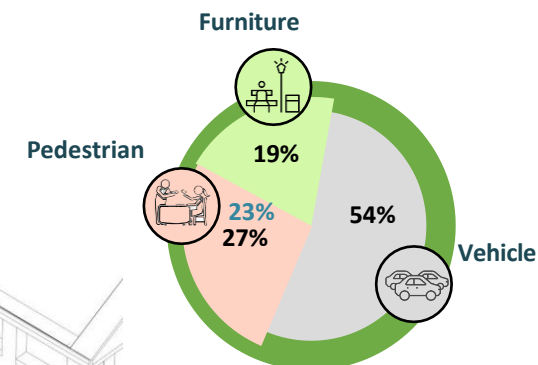
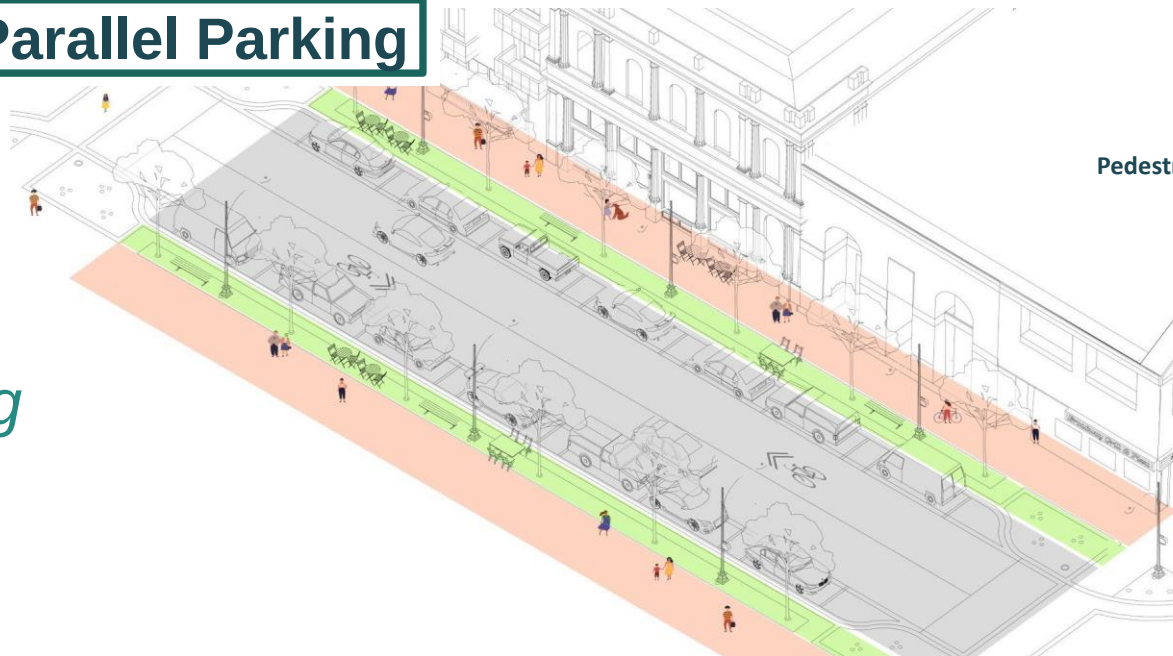
- Parking balanced with comfortable and active sidewalks

With a narrow street like Main Street, angled parking limits sidewalk area.

Angled Parking



Parallel Parking



Where We Are Now

Parking Strategy

- **Parking balanced with visibility and safety**

Angled parking creates visual barriers in the street, posing safety concerns for people and vehicles.

Storefront Visibility

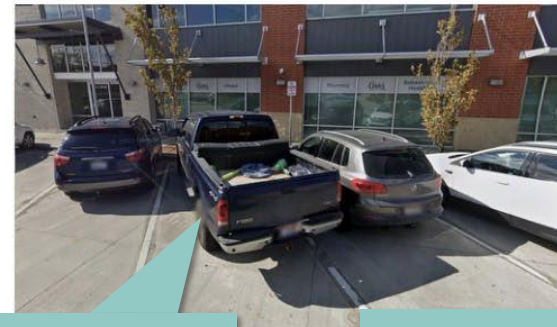
Storefronts and sidewalks visible from the street – Improves business & safety



Parking is balanced



Parking dominates



More blind spots for drivers



Parked vehicles limit views to and from storefronts and sidewalks

Where We Are Now

Parking Strategy

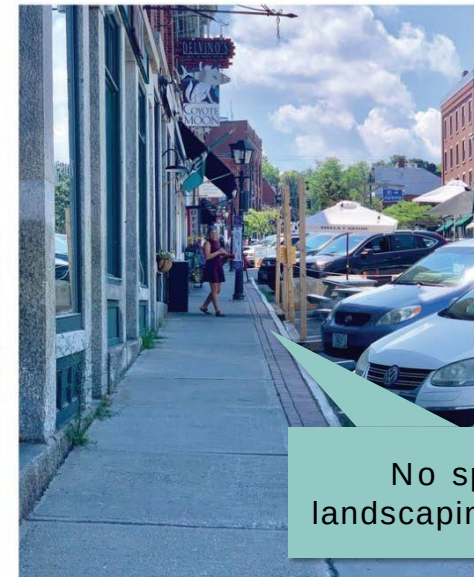
- **Parking balanced with safe, comfortable and active sidewalks**

Parallel parking paired with wider sidewalks improves safety and reduces conflict for people and vehicles

Sidewalk Environment



NARROW SIDEWALKS



WIDE SIDEWALKS



Where We Are Now

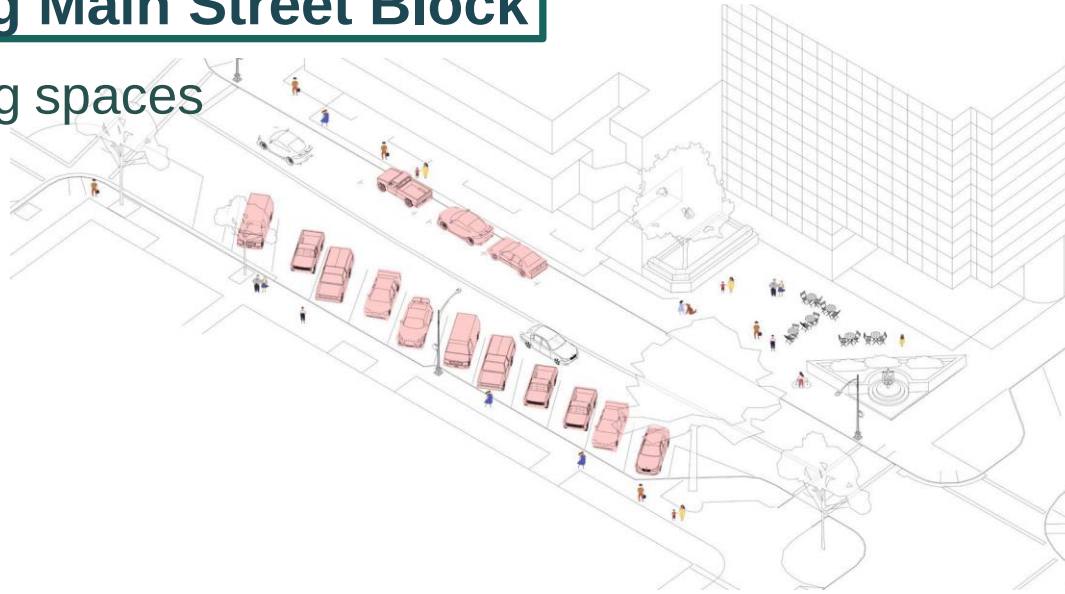
Parking Strategy

- Parking balanced with comfortable and active sidewalks

Reallocate parallel parking along all blocks, increase additional parking on side streets, strive for no net loss of parking

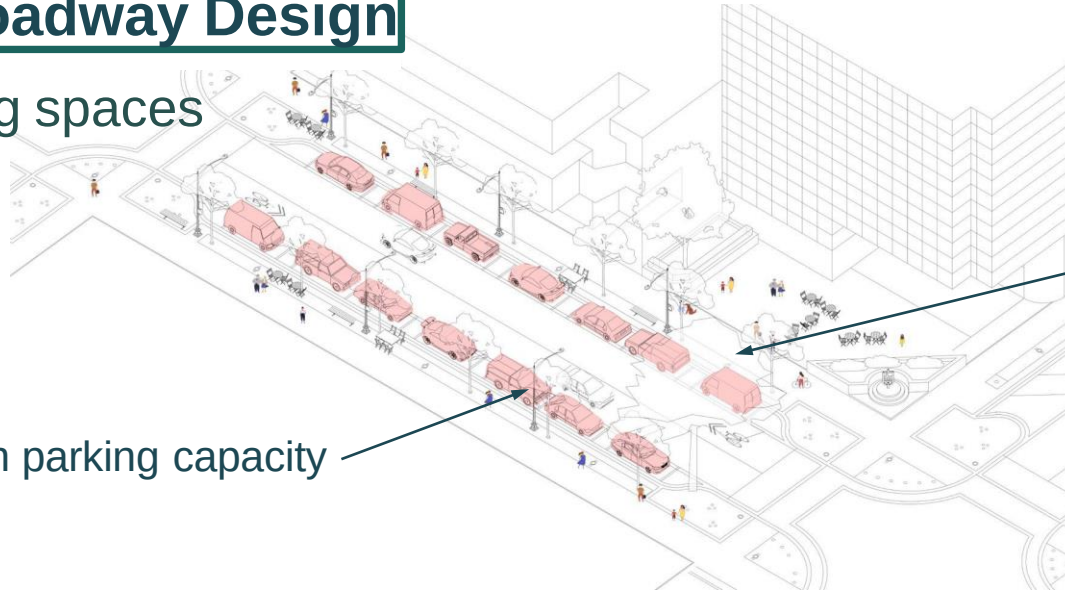
Existing Main Street Block

14 parking spaces



New Roadway Design

14 parking spaces



Widen sidewalks

Maintain parking capacity

Where We Are Now

Case Study Oregon City Main St.

- Increased visibility for retail storefronts and improved pedestrian walkability
- 43 new business openings in last three years
- \$1 million annual private sector investment

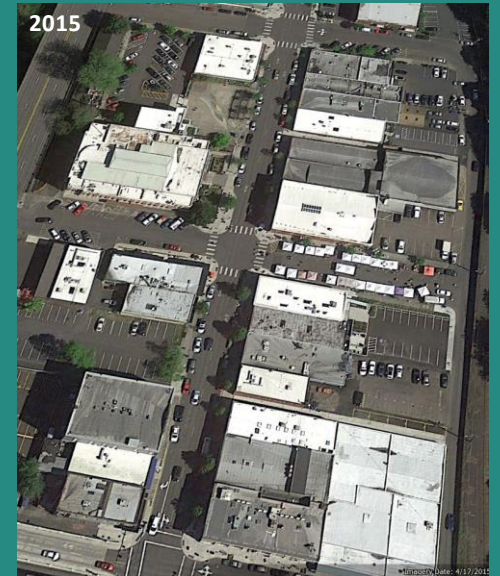
Oregon City wanted to upgrade their Main Street to support a thriving downtown commercial district of retail, restaurants and professional offices.



Before - Angled Parking



After - Parallel Parking



Where Are We Going?

- **2022-2025:** Public Engagement and Business Retention
- **2022-2023:** Design and Environmental Work
- **2024-2025:** Construction Underway (subject to completion of design and environmental work)
- **2025:** Construction Complete



Open House

11/30/2022

- Open For Business
- We're Listening
- Visioning and Inspiration
- Project Area Map
- Public Comment Sheet



How to Stay Engaged

- **Subscribe**

[Beheardvancouver.org/MainStreetPromise](https://beheardvancouver.org/MainStreetPromise)

- **Attend**

Stakeholders Forum

4th Tuesdays, 1:00-2:00 pm

Future Open Houses

Q1 and Q3 2023

- **Take Surveys**

[Beheardvancouver.org/MainStreetPromise](https://beheardvancouver.org/MainStreetPromise)

- **Email**

smallbusiness@cityofvancouver.us

- **Stay up to date**

With the Project Advisory Group





Meet the Team

VDA, MacKay Sposito, First Forty Feet, Point North, City of Vancouver

Thank You

To learn more, visit www.beheardvancouver.org/MainStreetPromise





Staff Report: 208-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/19/2022

SUBJECT Award for consulting services to provide community engagement support and to develop a community driven and equitable 10-year investment strategy, including prioritization for American Rescue Plan Act (ARPA)-funded projects, for the Fourth Plain Corridor in Vancouver, WA, per RFP #38-22

Key Points

- On November 15, 2021, the Vancouver City Council endorsed an investment framework for American Rescue Plan Act (ARPA) funds that allocated approximately 75% of the \$33M award to the Fourth Plain Corridor in central Vancouver.
- Building on successes of implementing the 2008 Fourth Plain Corridor Subarea Plan and 2015 Fourth Plain Forward Action Plan, the City of Vancouver aims to co-create a 10-year investment strategy with the local community that incorporates the dedicated ARPA funding and provides guidance on future programmatic investments.
- The Fourth Plain Investment Strategy will guide and foster future projects and programs in Central Vancouver. The strategy will be rooted in community needs and aspirations, and equitable development practices and principles.

Strategic Plan Alignment

Goal 3: Create new programs that engage people of all ages, cultures, family configurations, educational backgrounds, trades, and professions

Goal 6: Facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services- “20-minute neighborhoods”

Objective 6.2: Improve amenities and services that allow residents to “age in place”

Goal 8: Strengthen commercial, retail and community districts throughout the city

Objective 8.2: Strengthen neighborhood business districts

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

Objective 9.1: Create infrastructure and policies that support job creation

Goal 10: Use our influence to support community partners' actions, projects and initiatives that improve our community's livability and prosperity

Present Situation

The COVID-19 pandemic created dual nationwide crises: a public health crisis combined with an economic crisis. The American Rescue Plan Act (ARPA) was passed in 2021 to deliver immediate relief for American workers and families and build a bridge to an equitable economic recovery. One of the ways ARPA provides support to struggling communities is through the distribution of more than \$360 billion in emergency funding for state, local, territorial, and Tribal governments.

The City of Vancouver is receiving \$32.6 million in funding to help support our efforts to recover from the pandemic-induced economic and housing crisis, which disproportionately impacted socially and economically vulnerable communities and small independent businesses. In addition to the ARPA allocation, additional general funds are being leveraged for a combined \$40.6 million in one-time resource allocation to deploy to serve critical needs in the community. On November 15, 2021, the Vancouver City Council endorsed an investment framework for ARPA funds that would allocate around 75% of the total federal award funds to the Fourth Plain area in central Vancouver. This funding will focus on the largest, most diverse and economically vulnerable areas in Vancouver that have experienced disproportionate health and economic impacts from the pandemic.

Building on the successes of implementing the 2008 Fourth Plain Corridor Subarea Plan and 2015 Fourth Plain Forward Action Plan, the City aims to co-create a 10-year investment strategy with the local community that incorporates the dedicated ARPA funding, as well as prepares the City to take advantage of other future funding sources and opportunities to continue advancing equity, safety, mobility, access to jobs and services, a thriving small business ecosystem, and improved parks and open spaces for the Fourth Plain community. The investment strategy will be developed through a co-created process that includes robust public engagement. Based on previous planning and policy development efforts and ongoing outreach, staff anticipate that the final investment strategy will include projects and programs that increase access to affordable housing and support anti-displacement efforts, support transportation safety and mobility projects, include parks and recreation improvements, and likely identify other programmatic investments in social supports like childcare, workforce training or other needs. ARPA funding must be obligated by the end of 2024 and spent out by the end of 2026, so it will be necessary to begin work immediately to ensure all selected projects can be completed in this timeframe.

A Request for Proposals (RFP 38-22) was issued on August 17, 2022. The City received four proposals for consulting services to develop an investment strategy for the Fourth Plain area that incorporates ARPA funding. After concluding the evaluation process, City staff determined Parametrix, LLC the most qualified proposer for consulting services in the amount of \$364,997.00.

Advantage(s)

1. The project will establish an investment strategy for the next ten years that is firmly rooted in community needs and aspirations and reflects a vision for the community that was created by the community.
2. The project will co-create an engagement process with the community that is transparent and inclusive of a broad cross section of Fourth Plain residents, businesses, and community-based organizations.
3. The project will foster a process that collaboratively works across departments and organizations to successfully meet project deadlines.
4. The project will incorporate equitable development and anti-displacement practices and principles as a key component of the investment strategy, and it will address impacts and ensure equitable distribution of benefits of the improvements being proposed.
5. The project will include strategies that aim to build wealth in the community.
6. The project will include transparent reporting so that the community can clearly see how their leadership and engagement is reflected in the investment strategy, and how ARPA funds were distributed and used to fund projects.

Disadvantage(s)

None

Budget Impact

Allocation of ARPA funding for the development of the 10-year investment strategy, as well as future ARPA-funded projects was included in previously completed budget processes, including the 2022 spring supplemental budget and the 2023-2024 biennial budget.

Prior Council Review

1. November 15, 2021: Approval of ARPA Funds Investment Framework
2. October 3, 2022: Update on ARPA-funded investments in the Main Street and Fourth Plain Corridors

Action Requested

Award a consulting services contract to the most qualified proposer, Parametrix LLC, in the amount of \$364,997.00, and authorize the City Manager or designee to execute a contract with the same.

Shannon Williams, Senior Planner, 360-487-7898

ATTACHMENTS:

- ▢ Contract



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101097**

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

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

WHEREAS, the City advertised and issued a Request for Proposal, numbered 38-22 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

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

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

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

Contractor to provide consulting services in development of a community-driven and equitable ten-year investment strategy for the Fourth Plain area.

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 \$364,997.00 USD.

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

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

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

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

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

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on December 21, 2022 and continue until December 31, 2023. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
9. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
10. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor

hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.

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

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

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

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

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

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

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

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

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

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

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	

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

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

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

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

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

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

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Ryan Farncomb

Parametrix, Inc

700 NE Multnomah Street, #1000

Portland, OR 97232

Email: rfarncomb@parametrix.com

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

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

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

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

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

- 23. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 24. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 25. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 26. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 27. BYRD ANTI-LOBBYING AMENDMENT:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- 28. PROCUREMENT OF RECOVERED MATERIALS:** Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 29. WARRANTIES:** All products shall be warranted against defects or faulty workmanship and materials by the Supplier for one (1) year following inspection and acceptance of the products by the City. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This one-(1) year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Supplier warrants that all goods and services furnished under this Contract are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, the Vendor shall replace the product at their own expense, including shipping charges. Any replacement product will be warrantied for one (1) year from the date it is delivered. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Contract.
- 30. 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:

Parametrix, Inc

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

FOURTH PLAIN INVESTMENT AND ARPA FUNDING STRATEGY

Scope

The City intends to develop an ongoing, iterative and co-creative process with community members. The City recognizes that the extent to which this process can deliver equitable outcomes and build trust in the community is highly dependent on how the process is designed, and we would like the community to be involved in creating the process to the greatest extent possible. It will be important to apply a strategic and equitable engagement approach that establishes and enhances relationships with community members, rather than extractive engagement approaches that focus solely on obtaining information from respondents.

Task 1. Project Management

1.1 Meetings

The Project Management Team (PMT) consisting of the Consultant project manager, Consultant deputy project manager, Agency project manager, and additional agency staff will meet biweekly on the project. Meetings may be in-person or virtual and will last up to one hour. Consultant shall take brief notes at each meeting and post to the project SharePoint.

Consultant shall also participate in up to 6 additional coordination meetings with City staff such as Public Works, Parks, or others as directed by the City.

1.2 Project Administration

Consultant shall administer the project including:

- Developing a refined schedule for the Investment Strategy in collaboration with the City
- Sending monthly progress reports and invoices for the duration of the project (expected to be 10 months) in a format approved by the City.
- Monitoring subconsultant work and the project budget overall.

Task 2. Public Outreach and Engagement

2.1 Engagement Plan

Consultant shall develop a comprehensive plan that engages community stakeholders from the very beginning, and also meets required timelines associated with ARPA funding. Prior to developing the plan, City and consultant staff will coordinate to identify a small group of 4-6 community stakeholders to meet once to discuss the project and an outline of the outreach approach. Feedback from the meeting will inform development of the engagement plan.

The outreach plan shall include or address the following:

- Boundary as determined by the City

- Demographic information to augment City information already in-hand about the community and discussion of how community demographics should influence the engagement approach
- Non-traditional engagement techniques and best practices in reaching diverse communities
- Public communication materials – both printed and digital – necessary to conduct identified engagement efforts
- Outreach timeline
- Engagement activities
- An initial list of interested stakeholders
- A strategy for CBO engagement and CBO/stakeholder compensation
- Survey design and analysis
- Identification of roles and responsibilities for the project team (Consultant and City)
- Outreach goals and performance measures, as relevant
- Distribution plan for printed and digital materials

Consultant shall develop up to two written engagement summaries during the project that describes the co-creation process, provides detailed summaries of engagement opportunities and feedback, and details how public feedback guided and informed recommendations in the Investment Strategy.

2.2 Communication Materials

Consultant shall develop communication materials to support outreach throughout the project. Consultant shall develop:

- Develop and launch a project-specific Be Heard page
- Up to two fact sheets or fliers, translated into Spanish
- Website content and up to 3 updates
- One postcard
- Social media posts (up to four rounds)

Assumptions:

- Consultant shall translate written materials into Spanish.
- City will translate materials as needed for languages other than Spanish.
- City will maintain the project website, consultant will provide copy/materials
- Consultant will update the project-specific Be Heard page

2.3 Engagement Activities

Consultant shall support the City in conducting community-wide engagement. Consultant shall perform the following:

- Develop up to one Open House
- Develop materials and conduct tabling at up to 4 community events

- Identifying 3-5 community representatives (students/volunteers) and/or CBOs that will act as project ambassadors, specifically assisting with engagement efforts (tabling/ canvassing) in the community. Consultant shall compensate CBOs or individuals.
- Conduct up to one round of business canvassing

Assumptions:

- Consultant will provide in-person Spanish translation services as needed
- City will provide in-person translation services for languages other than Spanish
- City will lead Open House logistics, including securing the venue, food, etc., with support from Consultant as needed
- Consultant shall develop and print up to 15 boards
- Up to four consultant staff will attend the Open House
- City will take the lead in identifying CBO and community representatives and Consultant will support identifying and reaching out to representatives

2.4 Stakeholder Meetings

Consultant shall present at up to four meetings, such as neighborhood association meetings, Fourth Plain Forward or other relevant CBOs meetings.

Additionally, an Investment Strategy Committee (ISC) will be established. The ISC will meet up to four times; up to three members of the Consultant team shall attend in-person:

- ISC MEETING #1: Refine Vision and Goals; review initial investment options list
- ISC MEETING #2: Review public feedback, discuss initial screening & evaluation of investment options
- ISC MEETING #3: Review draft Investment Strategy
- ISC MEETING #4: Confirm final investment strategy & set stage for implementation

Consultant shall participate in Transportation and Mobility Commission (TMC), City Council, Housing Authority Board, or other decision-making body meetings, up to six total. Consultant shall develop materials to support these meetings.

Assumptions:

- City and Consultant staff will collaborate to identify tabling/canvassing opportunities
- City staff will identify and coordinate meeting attendance
- City staff shall coordinate ISC meetings logistics
- Materials for TMC, Council and other meetings will be largely derived from presentations developed for the ISC or other groups.

Task 3. Investment Strategy

3.1 Investment Options

Consultant shall develop a memorandum that summarizes findings from current and past planning efforts in the community. Planning efforts will be examined broadly. Based on this review, Consultant team will include the following in the memo:

- A list of plans, projects, or documents (include outreach summaries from current projects) reviewed
- Needs and issues identified from the plans and documents
- Commentary on actions taken to address the needs or issues and an assessment of how plan goals have or have not been addressed
- A summary of key questions, issues, gaps, or other topics that should be explored further during public outreach to inform understanding of needs and the Investment Strategy
- A summary of the apparent unaddressed key issues and needs and an initial list of potential investments to address those needs. For potential capital projects identified, the Consultant shall include a preliminary assessment of the likely timeline to accomplish the capital project to understand as early as possible whether a potential capital investment could be accomplished within the ARPA timeframe.
- A summary of ARPA funding program requirements and goals and commentary on the eligibility of projects and programs

Consultant will develop a draft memorandum for review by the City and ISC and a final memorandum that responds to comments.

3.2 Draft Investment Strategy

Vision and Goals

Based on the findings from 3.1 and outreach, the Consultant shall develop an initial Vision, Goals, and Evaluation Criteria memorandum that will be revised and vetted through outreach.

Investment Option Development

The Consultant will then develop Investment Options alternatives that address corridor needs and the vision, goals, and evaluation criteria. Alternatives may include infrastructure investments, other capital investments (e.g., parks and recreation), housing investments and programs, business support programs, and other community investments. Investments will be developed sufficiently to convey the intent, timeline for implementation, benefit, costs, and long-term impacts in the community; this may include drawings or sketches, pictures, narrative descriptions, case studies or examples from other communities, costs (one-time, capital, ongoing), and other details as relevant. Investment options alternatives will be directly informed by community engagement and feedback, and will be reviewed and refined by the ISC and other stakeholders as outlined in Task 2.

Investment options will be evaluated using the criteria developed previously by the technical team and reviewed and further refined by the community and ISC. The investment options and evaluation will be reviewed and refined in collaboration with the Fourth Plain community and ISC. This assessment will also include an evaluation of:

- (1) whether the project or program is eligible for ARPA funding,
- (2) whether the project or program would create a new ongoing need for financial support or investments beyond any initial ARPA investment, and
- (3) who the main implementors of the project or program are likely to be.
- (4) capacity of implementors, whether increased capacity will be needed for implementation, and if so, how much additional capacity will be needed.
- (5) expected outcomes for each project or program and associated assessment indicators

This evaluation will help to identify those projects and programs that are most beneficial in addressing community needs as well as those that would be eligible for ARPA funding. Additionally, it will also indicate whether an ARPA investment would create a new program that requires ongoing support from the City or other partners.

Investment Strategy

Once investment options have been reviewed and refined with the public and stakeholders, the Consultant will develop a Draft Investment Strategy. The Investment Strategy will include, at a minimum:

- The vision statement and associated investment goals and principles (developed earlier in Task 3.2)
- Summary of past plans and investments, including progress towards previous plan goals, derived from the memo developed in Task 3.1.
- Public outreach and engagement summary that details the co-creation process and ties community feedback to recommendations and priorities included in the final investment strategy.
- A description of the investments, including near-term ARPA-funded investments and longer term projects and programs.
- Implementation actions, including future programmatic investments and linkages between different recommendations and maximizing community benefit.
- Identification of likely implementors, with lead implementor called out
- Potential funding sources for each project or program
- ARPA-funded project prioritization, including implementation details that describe next steps toward accomplishing the projects within the ARPA deadlines. These implementation details will include details on design needs, ROW acquisition (if needed), and permitting and construction timelines to meet ARPA deadlines.

3.3 Final Investment Strategy

Consultant will develop a Draft Final and Final Investment Strategy document that responds to community and stakeholder feedback, comments, and concerns as well as direction from policymakers.

Task 4. ARPA Justification Memos

4.1 Draft Memos

Consultant shall develop up to 4 ARPA justification memos related to capital investments. These memoranda are expected to be brief and focused. They will:

- Address 3 elements described in the Final Rule: **(1)** harm or need addressed, **(2)** why a capital expenditure is appropriate, and **(3)** compare against other alternative capital expenditures that could be made
- Be succinct
- Confirm the project can be accomplished within the timeframe

4.2 Final Memos

Consultant shall respond to comments from the City of Vancouver and develop final memos for submission to the Treasury Department as warranted.

Contingency Task C1. Additional Outreach and Engagement

C1.1 Additional Engagement Activities

Consultant shall conduct additional engagement activities. These may include:

- One additional project fact sheet or flyer
- An online open house
- One additional in-person open house or community forum
- Materials and attendance at up to 3 additional tabling events

C1.2 Additional Stakeholder Meetings

Consultant shall participate in up to one additional ISC meeting and up to four other additional stakeholder meetings as directed by the City, in addition to preparation of materials.

ARPA Budget		TOTAL
Project # 274-2598-XXX		
Task 1	Project Management	\$ 43,357
1.1	Meetings	\$ 21,729
1.2	Project Administration	\$ 21,628
Task 2	Public Outreach and Engagement	\$ 133,680
2.1	Engagement Plan	\$ 19,961
2.2	Communication Materials	\$ 28,778
2.3	Engagement Activities	\$ 50,617
2.4	Stakeholder and Decision-maker mtgs (ISC too)	\$ 34,324
Task 3	Investment Strategy	\$ 140,272
3.1	Investment Options	\$ 46,002
3.2	Draft Investment Strategy	\$ 79,942
3.3	Final Investment Strategy	\$ 14,329
Task 4	ARPA Project Justification Memos	\$ 17,798
4.1	Drafts	\$ 10,884
4.2	Finals	\$ 6,914
		\$ -
Base		\$ 335,107
CT	Contingency	
C1	Additional Engagement Activities	\$ 23,140
C2	Additional Stakeholder Meetings	\$ 6,750
	Contingency	\$ 29,889
	Base	\$ 335,107
	TOTAL COST	\$ 364,997



Staff Report: 209-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/19/2022

SUBJECT Professional services for the Comprehensive Plan and Title 20 Land Use Code Update

Key Points

- The comprehensive plan is a significant policy document that plays a major role in guiding growth and development, influences how the community looks and feels, and how it functions and operates over time. Washington's Growth Management Act requires the City to adopt an updated plan and modify its zoning code and development standards necessary to implement the plan no later than June 30, 2025.
- On April 4, 2022, staff outlined core components and deliverables of the proposed Comprehensive Plan scope with the City Council, and on April 12, 2022, staff reviewed the same content with the Planning Commission; feedback from these workshops was incorporated into the final scope of work utilized for the Procurement process and is reflected in the final scope attached to the professional services contract before Council for review.
- The City issued a Request for Proposals from qualified respondents to update the City's Comprehensive Plan and Land Use Code in accordance with requirements under state law. Three competitive proposals were submitted in response to the request.
- City staff recommends awarding a contract to WSP in an amount not to exceed \$2,705,998.30 (consists of a \$2,353,042.00 overall budget plus 15% contingency) for these services.

Strategic Plan Alignment

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

Goal 3: Create new programs that engage people of all ages, cultures, family configurations, educational backgrounds, trades and professions

Objective 3.2: Improve services available to underserved or vulnerable communities

Goal 6: Facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services

Objective 6.2: Improve amenities and services that allow residents to age in place.

Goal 7: Build on our status as the largest City on the Columbia River by strengthening connections to the river and the waterfront

Goal 8: Strengthen commercial, retail and community districts throughout the City

Objective 8.1: Make downtown Vancouver a vibrant destination for the community and the region

Objective 8.2: Strengthen neighborhood business districts

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

Objective 9.1: Create infrastructure and policies that support job creation

Present Situation

The City of Vancouver's comprehensive plan provides the overall long-term vision and policy direction for managing the built and natural environment in Vancouver and providing necessary public facilities to achieve that vision. The City adopted its first comprehensive plan under Washington's Growth Management Act in 1994 (Chapter 36.70A RCW), with a major re-write occurring in 2004, and a less substantive update occurring most recently in 2011.

Since the last time the plan was updated, significant changes have occurred in the community, including increased population growth, greater diversity in the demographic and socio-economic characteristics of the community, expanded private sector investment and development activity, rising awareness of the impacts of climate change and need for immediate climate action, new technologies that have transformed how people move around the region and engage with each other, and, not least, endured a global pandemic and associated public health and economic crises that impacted all community members. In addition, Council policy priorities have evolved to place a priority emphasis on climate action, community safety, and equitable access to opportunities and resources. These trends and priorities require a re-imagining of the City's 20-year growth and development plan and new policies and programs to meet the needs of the Vancouver community now and into the future, reflective of a target year of 2045 for fully achieving the vision outlined in the plan. The Comprehensive Plan update will establish a new community vision and a set of goals, policies, and implementation strategies to achieve it, and will ensure that Vancouver continues to meet and exceed the requirements of the State's Growth Management Act. This effort is broken down into the following five tasks:

- **Co-Creation:** Establish a process to develop and create the plan with members of the community, conduct community engagement activities in a method consistent with state law, and place an emphasis on elevating the perspectives of communities that have been historically underrepresented, excluded or negatively impacted from public decision-making processes.
- **Comprehensive Plan:** Perform a holistic re-write of the existing Comprehensive Plan, that

includes defining a new set of goals, objectives, policies, and overall strategy that is responsive of identified issues and needs identified during the process of co-creation with plan stakeholders and the public, while also accounting for long term trends that will affect the community in the future. The plan strategy will establish an overall land use framework that specifies where and how the City will grow and the infrastructure needs necessary to achieve that vision, as well as overall strategies related to housing, climate, environment, resiliency, community health, public facilities and services, economic development and opportunity, and achieving equitable outcomes.

- **Implementation Strategy:** Develop a detailed strategy for implementing the goals, objectives, policies, and overall strategy outlined within the revised plan, including recommendations for future programs and policy work, and a public facing tool to help staff and members of the public understand how implementation of the plan is progressing over the long term;
- **Land Use Code:** Modify the existing zoning code (Title 20 of the Vancouver Municipal Code) to reflect the goals and policies identified in the revised plan and achieve the community's vision;
- **SEPA:** Complete the Environmental Impact Statement (EIS) process in compliance with the State Environmental Policy Act (SEPA);

After a competitive procurement process, the project evaluation committee selected WSP's proposal as the best suited to address the overall nature and complexity of this work; provide solid, defensible, and useful data and analysis to support policy decisions; and establish an overall process that ensures policy outcomes are reflective of the needs of the community and delivered in an equitable manner.

Advantage(s)

1. The selected proposal and team support an organized and strategic approach to delivering an updated Comprehensive Plan and Land Use code as outlined by the City in its Request for Proposals, and integrates and reflects the Council's policy priorities of safety, equity and climate action.
2. The selected proposal and team demonstrated the greatest capacity to deliver an updated Comprehensive Plan and development code that complies with the Washington State Growth Management Act (GMA) and State environmental Protection Act (SEPA), and provides expertise in communication and engagement, community visioning and technical analysis that reflects international best practices while responding to the Vancouver context and the specific issues facing this community.
3. The selected proposal and team demonstrated the greatest capability for providing background data and various levels of analysis needed to inform policy making, particularly from a Housing, Economic, and Environmental perspective, as well as demonstrated capacity to communicate findings and takeaways in a manner that is easy and accessible to broad, non-technical audiences.

Disadvantage(s)

No identified disadvantages.

Budget Impact

The project costs have been anticipated and funding was included in the 2022 Spring Supplemental 2023-2024 Biennial budgets. This project scope of work is anticipated to extend beyond the 2023-2024 biennium, and the remaining additional project cost associated with scope is anticipated to be addressed with a subsequent budget request.

Prior Council Review

- April 4, 2022, City Council Workshop reviewing the scoping process for the project.
- Approval of the 2022 spring supplement and 2023-2024 biennial budgets, both of which included decision packages to support the project.

Action Requested

Award a consulting services contract with WSP USA, Inc. to provide professional planning services for the Comprehensive Plan and Title 20 Land Use Code Update in the amount of \$2,705,998.30 and authorize the City Manager or designee to execute the contract and authorize any legal action necessary to enforce the terms of the same.

Rebecca Kennedy, Deputy Community Development Director, 360-487-7896; Domenic Martinelli, Senior Planner, 360-487-7943

ATTACHMENTS:

- ▣ Contract
- ▣ Project Scope
- ▣ Project Budget
- ▣ RFP 34-22



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101101**

This Services Agreement (hereinafter referred to as the “Agreement”) is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and WSP USA Inc. 210 E. 13th ST. Suite 300 Vancouver, WA 98660 (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the “parties” or individually as a “party”.

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

WHEREAS, the City advertised and issued a Request for Proposal, numbered 34-22 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

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

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

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

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.

1. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$2,705,998.30 USD.

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

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

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

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

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

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

3. **TERM OF AGREEMENT:** The term of this Agreement shall commence on December 20, 2022 and continue until December 31, 2025. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.

4. **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.
5. **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.
6. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
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>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
15. **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	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$5,000,000
V. Professional Liability	
Policy shall include coverage against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor	\$1,000,000

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.

- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an “occurrence” basis. This must be indicated on the Certificate.

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

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

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:

Brian Carrico

WSP USA Inc.

210 E. 13th Street, Suite 300

Vancouver, WA 98660-3231

Email: brian.carrico@wsp.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:
WSP USA Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SCOPE OF WORK

PROJECT UNDERSTANDING.

The goal of this Scope of Work is to produce an updated City of Vancouver (City) Comprehensive Plan and Updated Vancouver Municipal Code Title 20 (Title 20) that is thoughtful and intentional in responding to the shifting development, demographic, economic, and social trends facing the community. This will require a comprehensive and thorough re-assessment of the vision, goals, policies, and implementation strategy of the existing comprehensive plan, and present unique, creative, and innovative solutions to the issues facing the community. The City intends for this work to be a co-creative and iterative process with members of the community, with particular emphasis on elevating the perspectives of communities that have been historically underrepresented, excluded or negatively impacted from public decision-making processes.

OVERALL PROJECT ASSUMPTIONS.

This scope of work was developed based on the following overall project assumptions. Task-specific assumptions are included in each task.

- The City intends for the Comprehensive Plan update to be a co-creative process involving contributions of the public and City staff in the process and the resulting update. This and the multi-year length of the project result in the likelihood that the specific tasks and deliverables identified within this scope of work will require changes. The Consultant and the City recognize that modifications may be made upon mutual agreement both within the task budget and/or requiring use of Task 7 Contingency Funds.
- The project work will last approximately 36 months. The majority of the project work will be completed by the first quarter of 2025 with limited efforts such as follow up communications with plan stakeholders and the public, work needed to support the implementation phase of the project, utilization of additional time allotted to the City in the event of an extension being granted by the Department of Commerce, or other minor circumstances not identified herein, extending until December 31, 2025.
- Given the City's interest in a co-creative process with the community, the community and technical advisory groups and equity team referenced throughout this scope may ultimately have different names and interact in a variety of ways. This scope is intended to allow flexibility for the community to provide input into the structure and naming conventions for these groups while addressing the not-to-exceed level of effort required by the Consultant to support, facilitate, and participate with these groups throughout the project.
- The combined number of consultant team members and City Staff team members will not exceed half the number of participating community partners at any given meeting in order to achieve an equitable power dynamic at each meeting.
- The analysis completed throughout the project and the updated comprehensive plan policies and elements will developed to be consistent and generally compliant with applicable

Washington State Requirements under the Growth Management Act (GMA). However, the Consultant is not responsible for review of the plan by state agencies or others or for potential legal challenges to the City's actions taken to update the plan or development regulations.

- Under Task 2, each comprehensive plan element is described separately; however, all elements will be integrated and the analysis and work completed under each subtask will inform the other subtasks in Task 2.
- All baseline data, information, and existing planning reports and policies, for example GIS data or the existing comprehensive plan, will be provided by the City.
- All final work products will be provided in PDF, Excel, or shapefile format. Iterative work products may be provided in Microsoft Word, if desired.
- One (1) round of review by the City on all work products is anticipated unless further specified in this scope of work.
- Legal services are not being provided as part of this scope of work.
- City staff will be the point of contact on all project materials and will handle all media inquiries
- The City will provide any required project-specific email addresses

SCOPE OF WORK.

The following scope of work details the tasks that will be completed to update the City's Comprehensive Plan, Title 20 Land Use Code Update, and background technical documentation, and support of City community engagement activities.

TASK 1. COMMUNITY PARTNERSHIP, ENGAGEMENT, INVOLVEMENT, AND CO-CREATION.

The Consultant Team's approach to community partnership, engagement, involvement, and co-creation incorporates community voices throughout the planning process in order to develop a vision that identifies and promotes equitable and sustainable policy choices, that support a vibrant future for Vancouver. For Task 1, the Consultant Team will conduct the following tasks:

- Prepare a public involvement plan and equity strategy that outlines open and transparent two-way communication to engage equity-priority communities, key stakeholders, and the broader community.
- Develop a Community Profile that provides insight into representation of the community being served. This profile will be used throughout the project to inform other tasks and will be incorporated into the Community Atlas prepared in Task 2.
- Develop a Stakeholder Database, utilizing existing data and contact information from past community engagement efforts by the City, as a starting point.

- Establish project community and technical advisory groups, and an equity team to prepare a vision, inform the planning process and technical analyses, evaluate findings and policy language, and make recommendations for implementation.
- Prepare an Equity Framework to guide the planning process and ensure equitable outcomes.
- Form a network of compensated community partners to lead community working groups.
- Develop project-specific branding and communications materials, including a *Be Heard Vancouver* page to fully utilize the City's existing engagement platforms, and providing support with City website content.
- Engage the broader community through community workshops, events, and *Be Heard Vancouver*.
- Prepare a Community Engagement and Involvement Summary and Accountability Matrix that captures all comments, evaluations, and input throughout the process.

These tasks are further detailed in the subtasks below.

Task 1.1. PUBLIC INVOLVEMENT PLAN (PI PLAN) AND EQUITY STRATEGY.

The Consultant Team will work with City staff to develop a Public Involvement Plan (PI Plan) that will inform collaborative community partnerships representative of the City's diverse communities, identify and prioritize engagement with equity-priority communities, integrate the technical work completed in other tasks, and ensure equitable policies are incorporated into the final plan. The PI Plan will provide a framework for meaningful and comprehensive public engagement, as well as the outreach and participation strategies necessary to build trust, excitement, and support among residents and other stakeholders for the City's Comprehensive Plan Update.

The PI Plan will include the development of a community profile and stakeholder database representative of the community being served. The community profile and stakeholder database will inform the selection and development of the advisory groups, as well as help to guide the general outreach approach for the project. The community profile will include an evaluation of demographic data for priority equity communities based off of the City's Equity Atlas, key population groups and identity factors, which will inform prioritization of engagement activities and equity outcomes. This information will be included in a prioritization framework included in the PI plan that outlines how input and insights collected from different community groups and individuals will be prioritized and integrated into policy development. The PI Plan will also outline the strategies, tools, tactics, and timing of activities in conjunction with the project schedule and with the City's input and priorities established at kickoff. The Plan will further define traditional and digital engagement tools, specifically *Be Heard Vancouver*, and roles and responsibilities of advisory groups, community groups, stakeholders, and policy makers. The plan will define communications protocols and tactics and identify key interest groups that reflect a diverse range of Vancouver's voices to be part of community working groups (as described in other tasks), identify key stakeholders, business interests and project partners, and reflect the City-wide analysis included in the community atlas (as described in other tasks).

ASSUMPTIONS:

- The PI plan will be updated up to four times throughout the Project.
- Community profile will be based on existing data sources and no additional demographic information will be collected via survey or other method.
- Stakeholder database will be updated at least bi-weekly throughout the project and following each engagement activity.

DELIVERABLES:

- Draft and final PI plan and four updates
- Stakeholder Database

Task 1.2. PROJECT ADVISORY GROUPS.

The Consultant will work in collaboration with City staff to establish advisory groups that will intersect to create equitable community-based policies that will be incorporated into technical work and the planning process from project kickoff through delivery. The groups are anticipated to consist of the following. The final structure and naming conventions of the groups will be based on input from community members and City staff.

- Equity team
- Community working groups led by community partners
- Technical advisory group
- Technical working groups

The Consultant and City staff will work in close collaboration with the groups listed above to provide opportunities for continuous and meaningful input throughout the plan's development. The individual groups are described in the subtasks below.

Task 1.2.1. Equity Team.

The equity team will be facilitated by the Consultant and will include key members of the consultant team, City staff, and community partners (described in Task 1.2.2). The equity team will provide insight on issues and needs, guide approaches to public engagement and comprehensive plan development, inform technical analysis and focus areas, and review and consult on recommendations included as part of the final comprehensive plan. To support the equity team, the Consultant team will complete the following:

- Convene the equity team and prepare a schedule and cadence for equity team meetings. The equity team is anticipated to meet approximately monthly throughout the Project.
- Develop an Equity Framework that defines what equity means for the project and how success will be measured.
- Develop agendas, presentations, and summaries for each equity team meeting.

ASSUMPTIONS:

- The equity team will meet up to 24 times for 90 minutes each, throughout the Project.
- Up to 4 Consultant Team members will be on the equity team. All equity team members may not attend all meetings in order to achieve a balance at each meeting of community partners and Consultant and City staff.
- The Equity Lead, Radhika Nair, will facilitate and prepare agendas for the equity team meetings.
- One Consultant Team support staff will attend equity team meetings to take notes.
- Up to two Consultant Team technical staff may attend up to half the equity team meetings to provide information and continuity with the technical tasks.
- Materials for equity team meetings will consist of agendas and presentations. All other technical materials reviewed by the equity team will be prepared under other tasks.

DELIVERABLES:

- Draft and final equity framework
- Development of one (1) agenda and one (1) presentation per equity team meeting (24 total)
- Meeting summary from each equity team meeting

Task 1.2.2. Community Partners and Community Working Groups

Under this task, the Consultant will coordinate with City staff to develop relationships with community partners to provide consistent and meaningful input through all stages of the planning process. To identify the community partners, information from the community profile, stakeholder database, and key community interests outlined in the PI Plan will be used to inform targeted outreach with community partners representative of the City. The scope of work supports up to 10 community partners who will be able to pinpoint distinct characteristics and challenges from a grassroots level. We will identify potential community partners who understand the historical and current challenges of the City and who will aid in recruiting members to participate in community working groups. The community partners will be identified by two different means. Half the community partners will be identified from established relationships of the Project Team (City or Consultant). The other half will be selected from a community application process. The community partners will be part of the equity team described in Task 1.2.1. The community partners will play an integral role in the review of technical materials prior to distribution and presentations to the public, in addition to bringing forward ideas, developing policy concepts, and providing both recommendations and advisement to staff and the consultant throughout the plan development process. To support the community partners and community working groups, the Consultant team will complete the following:

- Develop a list of five community partners based on established Project Team relationships that represent the key neighborhoods identified in the PI plan. The list will be reviewed with the City as part of the kick off meeting.
- Develop an application form for City distribution to recruit five additional community partners that represent the key neighborhoods in the PI plan not covered by the previously identified community partners.

- Review applications and prepare a short-list of applicants.
- Meet with the City to review the applicant short-list.
- Coordinate and facilitate two introductory four-hour training workshops with community partners to introduce them to the Project, and establish expectations and roles and responsibilities.
- Coordinate and facilitate up to five, 1-hour meetings with community partners to co-create policy and debrief on community working group meetings.
- Coordinate up to 12 community working group meetings, online and in person throughout the project. These meetings will include the vision workshops as identified in Task 2:
 - Community working group meetings will be facilitated by community partners. The Consultant team staff will work with the community partners to set the agendas and provide technical support as needed.
 - Consultant team staff will prepare community conversation kits to be used at community working group meetings. These kits will include materials that describe the purpose and intent of the project, specific topic (i.e. land use, housing, climate, etc.) briefing papers (as applicable), facilitation guides, and sample questions to guide conversations. The kits are intended to be a resource for community partners to facilitate community working group meetings.
 - Consultant team staff will prepare up to two (2) informational project fact sheets to provide technical project information to the community working group upon request and identified need.
 - Community partners will recruit participants for the community working groups from their networks and communities.

ASSUMPTIONS:

- Up to 10 community partners will be identified. Up to 5 community partners will be part of the Consultant contract and identified by the Consultant Team and City staff. Up to 5 additional community partners will be identified through an open application process and will be compensated as vendors through direct expenses. Up to 65 hours for each community partner is included in this scope. The hourly rate for community partners will not exceed \$125.
- Consultant will coordinate and facilitate two 4-hour training workshops with Project Team and community partners to provide materials and education around executing vision workshops (described in Task 2) and other community working group meetings; training workshops will include up to 6 Consultant staff members and all community partners.
- Up to three Consultant team staff will attend, facilitate, and prepare summaries for five 1-hour meetings with community partners.

- Up to 12, two-hour community working group meetings will be held, six will be in-person, six virtual, and five will be open to the general public. The City will lead the community-wide meetings with support from the Consultant team and community partners.
- The community partners will be responsible for recruiting participants and facilitating community working group meetings, including the preparation of agendas and meeting summaries. Technical materials prepared under other tasks, will be provided by the technical team, as applicable.
- Community meeting participant incentives, such as coupons, grocery gift cards, etc., and expenses for parking, venue reservations and childcare at community working group meetings are included up to \$25,000.
- Consultant expense budget includes printing costs for community working group materials, community conversation kits, and factsheets.
- Up to 10 topic briefing papers will be prepared.
- One initial round of community conversation kits will be prepared. Kits will be updated up to two times throughout the project.
- Up to two Consultant team staff will attend the community working group meetings to provide support and technical project information.
- Up to 30 hours of material translation is included for community working group meetings.
- On site interpreters for community working group meetings are not included.

DELIVERABLES:

- One initial and two updated community conversation kits for use by community partners
- Draft and final briefing papers
- Meeting agendas, presentations and summaries for community working group meetings
- Meeting agendas and summaries for community partner meetings

Task 1.2.3. Technical Advisory Group and Technical Working Groups.

The technical advisory group will be a set group of approximately 10-12 technical experts, including City staff and outside partners, who review policies and analysis from a technical perspective. With the Consultant supporting as the lead, the equity team will manage the technical advisory group to ensure that equity is centered in Group discussions and recommendations. Up to 14 meetings of the technical advisory group are anticipated, which will be topic-focused (vision, land use, housing, economic opportunity, etc.). The Consultant will coordinate the technical advisory group's collaboration with the community advisory group and the equity team to define questions related to technical work and planning milestones. These will be used in discussions and inform survey questions that will be used in broader community outreach (tabling events and surveys through Be Heard Vancouver). The technical advisory group will also review draft policies and make recommendations.

The technical working group will be comprised of the Consultant team and City staff. Technical working group meetings will be focused on each plan element. Each meeting will include

technical team members, on an as-needed basis given the topic being discussed. Up to eight (8) technical working group meetings are anticipated.

To support the establishment and meetings of the technical advisory group and technical working group, the Consultant team will complete the following:

- Develop a list of potential technical advisory group members to be discussed with the City at Project Kick Off.
- Prepare invitations for the technical advisory group to be distributed by the City.
- Prepare a technical advisory group charter to identify the group's purpose, roles and responsibilities, and a timeline of meetings and potential topics. The draft charter will be reviewed with the group at their first meeting. Group input will be reflected in a revised charter for the group's endorsement via email.
- Prepare agendas, presentations, meeting summaries, and facilitate up to 14 technical advisory group meetings
- Prepare agendas, presentations, meeting summaries, and facilitate up to eight (8) technical working group meetings
- Meet with City staff once prior to each technical advisory group meeting to set agendas and prepare for the meetings.

ASSUMPTIONS:

- Up to 14, 2-hour technical advisory group meetings will be held with up to 4 Consultant team staff participating in each meeting.
- Up to 8, 2-hour technical working group meetings will be held with up to 6 Consultant team staff.
- The technical advisory group will be composed of City partners, decision makers, and key stakeholders.
- The technical working group will be composed of Project Team (Consultant and City) technical staff.
- Technical materials prepared under other tasks will be used to develop meeting presentations and materials.
- Prep meetings with City staff will be one hour and include up to four Consultant team staff.

DELIVERABLES:

- List of potential technical advisory group members
- Draft and final invitation
- Draft and final technical advisory group charter
- Meeting agendas, presentations and summaries for technical advisory group meetings and technical working group meetings

- Preparation of agendas, meeting materials, and meeting summaries for each meeting

Task 1.3. PROJECT BRAND AND IDENTITY.

The Consultant will create a project brand and messaging that will be used throughout the project to provide a consistent graphic identity on all publicly distributed materials including the Be Heard website, Community Conversation Kits, notices of events and meetings, and that will promote the project, inform, and build consensus. To prepare the Project brand and identity, the Consultant will:

- Conduct a brand workshop with city staff and the Strategic Plan Advisory Committee
- Prepare up to 3 project logos for the City and Strategic Plan Advisory Committee to review
- Prepare a final project logo, including fonts, colors, and icon library
- Prepare a Quick Reference Brand Guideline
- Prepare material templates, including factsheet, flyer, postcard, open house board, PowerPoint, and Word masthead for announcements

ASSUMPTIONS:

- Up to 3 Consultant staff will participate in the 2-hour brand workshop.

DELIVERABLES:

- 3 draft project logos and 1 final with fonts, colors, and icon library
- Quick Reference Brand Guideline
- Material templates

Task 1.4. BROAD COMMUNITY ENGAGEMENT.

In addition to the outreach described in the tasks above, the Consultant team will conduct outreach with the broader community through online and in-person activities. The Consultant will work with the City, advisory groups, and equity team to determine the specific outreach activities that are needed at each project milestone in coordination with the technical work included in other tasks. In general, broader community outreach will include the following:

- Community tabling events that will be organized and facilitated by the Consultant team staff. These events will serve to connect with community members where they are; at locations and times that are accessible and convenient for them. Tabling events will utilize existing City events such as the farmers market, movies in the park, and others.
- Development of a project-specific Be Heard Vancouver webpage.
- Regular updates regarding the Project on Be Heard Vancouver and on the City's website.
- Development and promotion of 3 interactive surveys to garner community input on the Project on Be Heard Vancouver and through the City's social media channels. Timing and content for each survey will be determined in conjunction with City staff, advisory groups, and equity team.
- Project updates and outreach through the City's social media channels

ASSUMPTIONS:

- Up to 20 community tabling events with up to 2 Consultant staff and a Community Partner. Costs for event registration not included.
- Materials for community tabling events will be prepared in other tasks.
- City will provide Consultant log in credentials for Be Heard Vancouver.
- Consultant will prepare an initial page for Be Heard Vancouver and monthly updates. The Consultant will post to the site following approval by the City.
- Be Heard Vancouver materials will include messaging, quick polls, up to 3 community surveys, event announcements, and graphics for an average of 1 post per month.
- Consultant will prepare content and the City will post materials to the City's website.
- Consultant will prepare up to 24 social media messages (approximately 1 per month) (written content).
- City will post to social media channels and monitor feedback and provide Consultant with relevant questions or comments.
- Technical materials prepared under other tasks will be used to develop Be Heard Vancouver and social media messaging and content.
- Community-wide meetings are covered in Task 1.2.2.

DELIVERABLES:

- Initial establishment of Be Heard Vancouver webpage.
- Content updates for Be Heard Vancouver, including survey and quick poll language
- Content for social media posts
- Community survey summaries

Task 1.5. PLANNING COMMISSION AND CITY COUNCIL WORKSHOPS AND ADOPTION HEARINGS.

Throughout the Project, the Consultant team will support City staff with presentation development for updates on insights garnered from the public involvement activities, as well as the technical aspects of the project to the Planning Commission and City Council. The Consultant will also support the City through the adoption hearings at the conclusion of the project.

ASSUMPTIONS:

- Participation by up to two consultant team staff in Planning Commission and City Council work sessions and hearings (up to 20 total). Each meeting is assumed to be two hours or less.
- The City will prepare presentations for each work session and hearing using graphics and materials prepared in other tasks.
- The Consultant will support the City through the adoption process, but cannot guarantee plan adoption.

DELIVERABLES:

- Peer review of presentations

Task 1.6. ENGAGEMENT SUMMARY AND ACCOUNTABILITY MATRIX.

The feedback received throughout the community engagement process will be tracked by the equity team in an accountability matrix which will be used over the course of the project to document the public outreach process, track recommendations and decisions and record what action has been taken to address the feedback, if any. The community feedback will be used in the reporting and analysis of key project documents as identified throughout other tasks. All engagement activities will be tracked and at the end of the project, an engagement summary will be finalized that documents all engagement activities and summarizes findings from key community outreach activities. The accountability matrix will be included in the engagement summary to document the feedback heard over the course of the project and demonstrate how feedback was implemented. The accountability matrix will be designed in such a way that it can easily be utilized post-adoption of the plan effort to support accountability for follow up on implementation items, and be utilized by community members and staff to track progress on defined outcomes.

ASSUMPTIONS:

- The accountability matrix will be updated following each outreach activity.
- Two draft and one final engagement summary will be provided.

DELIVERABLES:

- Draft and final engagement summary and accountability matrix

TASK 2. COMPREHENSIVE PLAN UPDATE.

The purpose of the comprehensive plan update task is to create a shared vision that reflects the communities' voices, addresses vital needs, and leads to a vibrant future. The Consultant team will work with the City to create a living comprehensive plan document that is user-friendly, provides a clear and concise vision of the future, reflects the ideals of the community, integrates all plan elements, is data-driven, graphic-forward, and implementable. To achieve this goal, we have structured this task to include the following subtasks:

- **Task 2.1:** Community Atlas and Visioning
- **Task 2.2:** Land Use + Development
- **Task 2.3:** Housing
- **Task 2.4:** Equity
- **Task 2.5:** Climate, Environment, Community Health, Sustainability, and Resiliency
- **Task 2.6:** Economic Opportunity
- **Task 2.7:** Parks, Recreation, and Open Space
- **Task 2.8:** Transportation and Mobility
- **Task 2.9:** Infrastructure, Public Facilities and Services, Utilities, and Ports
- **Task 2.10:** Comprehensive Plan Document

While each element is included in an individual subtask, the development of the elements will be fully coordinated and integrated with the analysis from one task informing the other and policies developed in tandem. The analysis and policies developed for each element will be captured in the updated comprehensive plan document and guide the preparation of the Title 20 updates prepared in another task.

Task 2.1. COMMUNITY ATLAS AND VISIONING.

To establish a framework and foundation for the comprehensive plan, the Consultant will complete two tasks at the outset of the project that will inform the development of each plan element.

Task 2.1.1. Community Atlas.

It is imperative to begin the process with a clear understanding of the work that has been done, the underlying fundamentals of the community and a clear understanding of how the plan can best address critical issues and opportunities. The Community Atlas will be designed as a standalone document to be appended to the comprehensive plan. For this task, the Consultant team will complete the following:

- An inventory of past and current plans and studies.
- An existing conditions overview of demographics, housing, parks and opens spaces, infrastructure and transportation, and the built and natural environment, including identification of natural areas resilient to climate impacts, and vital habitats for pollinator and endemic as well as adaptive species and key migration routes.
- A community profile, including population and demographic data to inform the plan's equity focus, as well as an outline of the historical context and past actions that have led to inequities and disproportionate impacts. This information will be obtained from conversations with community partners and community working groups. An analysis of past racially disparate impacts in land use and housing policy may be delivered as a standalone document as determined appropriate by the Consultant and the City. The profile will also be built on previous work conducted during the Reside Vancouver Plan, Fourth Plain Forward Plan, the Heights Equitable Development Strategy, the City's Equity Index and Displacement Risk Assessment Tools, and the Transportation System Plan update.
- An evaluation of the existing comprehensive plan's centers and corridors by the principles of the 15-minute City.
- An audit of existing comprehensive plan policies and associated documents, including the Countywide Planning Policies and current GMA requirements.
- An evaluation of economic development trends.

ASSUMPTIONS:

- The community profile included in the community atlas will be prepared under Task 1 and will inform the PI plan.
- Information will be gathered from existing plans and data sources.
- City will provide the following data to support preparation of the Community Atlas:

- GIS data that includes:
 - Parcels
 - Land use and zoning polygons
 - Facilities point locations (fire stations, police stations, parks, recreation facilities, senior centers, libraries, etc.)
 - Street Centerlines, sidewalks, and bicycle and pedestrian paths and facilities
- Any visitation data related to public facilities
- Available traffic and/or turning movement counts
- Performance metrics related to public facilities (i.e. 1 fire station per xx number of residents or spacing requirement)
- Permit data over the last 5 years (or for a similar or longer timeframe), including type of permit and size of development
- Existing capital project list (completed and programmed), and additional capital project lists that are adopted by City throughout the duration of the project.
- Existing community profile information prepared during Reside Vancouver Plan, Fourth Plain Forward Plan, the Heights Equitable Development Strategy, and the City's Equity Index and Displacement Risk Assessment Tools.

DELIVERABLES:

- Draft and Final Community Atlas

Task 2.1.2. Visioning.

Open and transparent communication with the community and stakeholders is essential in creating a useful plan that can be adopted and address future needs. The intent of the visioning process will be to create an overarching vision for the entire comprehensive plan and vision statements for each plan element. The Consultant will work collaboratively with the City and community partners to establish a grass-roots visioning process that seeks to understand the community's vision and how that can be reflected in the urban form. The Consultant will use ArcGIS Urban and CityEngine to support the visioning process. For this task, the Consultant will complete the following steps:

- Participate in a vision kickoff meeting with City staff to address timing and roles and responsibilities for vision activities.
- Use the community conversation kits prepared in Task 1 as a guide to vision workshops with project advisory and working groups. Include information related to the land use framework and the principles of the 15-minute city.
- Participate in up to four meetings with City staff and the team completing the visioning work for the City's Strategic Plan update.

- Prepare a base model in ArcGIS Urban for the City to input into CityEngine and to be used during the vision workshops, enabling workshop participants to see in real-time how their vision ideas would be reflected in the urban form.
- Host vision workshops with community working groups to seek input specifically from those historically excluded or underserved by planning processes.
- Host vision workshops with the project advisory groups.
- Conduct interactive vision surveys through Be Heard Vancouver
- Conduct vision exercises at community tabling events described in Task 1. The vision exercises would mimic the workshops conducted with the community working groups and advisory groups, using a tablet or laptop to provide real-time examples of participant vision.
- Preparation of a community vision and values document reflecting the information gathered during the visioning workshops, surveys, and tabling events and including vision statements for each plan element.
- Review and affirmation of the vision statements by the equity team.

ASSUMPTIONS:

- Up to 8 Consultant team staff will participate in a 4-hour vision kickoff with City staff.
- Up to 2 Consultant team staff will participate in up to 4, 1-hour meetings with City staff and the team completing the visioning work for the City's Strategic Plan update.
- Consultant will host up to 3, 2-hour vision workshops with community working groups (one of which will be open to the general public), and one 2-hour vision workshop with both the community partners and technical advisory group. Consultant time for participation in the workshops is included in Task 1.
- City staff will input information into CityEngine and Consultant team member will operate the CityEngine model during the vision workshops and tabling events.
- Community-wide outreach efforts are included in Task 1.

DELIVERABLES:

- ArcGIS Urban base model
- Draft and final vision workshop summaries
- Draft and final vision survey summaries
- Draft and final vision tabling event summaries
- Draft and final vision and values memorandum, including Vision Statements for each Plan element

Task 2.2. LAND USE + DEVELOPMENT.

The Land Use and Development element is the heart of the comprehensive plan and establishes the vision for the urban form and future development in the City. This task will build on the information gathered during the community atlas and vision tasks, to develop a land use and

development element that reflects the community's land use vision. The Consultant will work closely and collaboratively with the City and community to develop scenarios and solutions that integrate housing, parks and open space, transportation, resilient infrastructure, principles of climate mitigation and adaptation, and equitable outcomes into a strategy that aspires to create a 15-minute City.

During this task, the team will prepare land use and growth scenarios, establish appropriate residential densities, identify locations and strategic interventions that will aspire to the 15-minute City framework, while also addressing the need for annexation. The land use and development element will include the following key activities:

- Conduct a land use and parking analysis to inform the preparation and evaluation of land use scenarios. The analysis will include the following:
 - Overview of the land use trends over the past 20 years
 - Overview of existing land use makeup throughout the City and UGA
 - Overview of the performance and function of existing commercial, office, and industrial development
 - Evaluation of the current Vacant and Buildable Lands Model.
 - Parking policy and code review, including a parking analysis to identify the existing parking supply and demand within current conditions in the City.
- Prepare three land use scenarios to represent a 15-minute city, using ArcGIS Urban in combination with CityEngine and Unreal Engine. These tools create a dynamic model where we can test the impact of varying key development assumptions, community benefit options, and different zoning and development standards (e.g., use allowances, height, site coverage, FAR, parking standards, etc.). The ArcGIS Urban tool will also be used in providing metrics on the three land use scenarios. The metrics that the model will evaluate will be determined by discussions with city staff and the consultant team.
- Conduct a workshop with City staff and the project team to determine the ArcGIS Urban modeling metrics and prepare a modeling methodology memorandum.
- Complete workshops with the advisory groups (included in Task 1) to evaluate the land use scenarios and make recommendations for a preferred scenario.
- Seek feedback from the public through broad community outreach (described in Task 1).
- Prepare visualizations and graphics for each land use scenario.
- Meet with the City to review the feedback from the public and advisory groups and identify a preferred land use scenario and the alternative to be evaluated in the EIS (described in a subsequent task).
- Prepare an annexation blueprint update that considers the future transportation and infrastructure needs identified in those elements, as well as the City's equity and climate goals.

- Meet with the City and Clark County to discuss the annexation blueprint and updates that are needed to reflect the land use vision and preferred land use scenario.
- Prepare updated land use policies and land use element, including an updated comprehensive plan map, and recommendations for zoning map and code updates. The land use policies will reflect the integration of all other plan elements with specific policies focused around new growth centers and corridors (as identified in the preferred land use scenario), policies specific to downtown, policies that enhance the urban form, create interesting places, and complete, connected neighborhoods, policies that reflect the strategy and recommendations included in the updated Annexation Blueprint, as well as updated parking policies consistent with and supportive of the City's Climate Action Framework/Goals and the land use vision. The land use analysis, scenario process, input, and updated policies will be included in an updated land use element.
- Identify draft implementation measures to support the updated land use policies, including strategies to achieve growth and density targets.

In addition to evaluating parcels of land within the City where new land development could feasibly occur within reasonable constraints, strategic evaluation of public right of way within key focus areas and nodes defined in the Land Use Scenarios will occur. This may include additional dedication of public right-of-way to optimize the City's complete streets network to optimize mobility *and* accessibility from an active transportation standpoint, potential vacation of right-of-way for new development activity or green / resilient infrastructure needs, or to mobilize other community needs and priorities established during the community visioning process.

ASSUMPTIONS:

- Consultant will use ArcGIS Urban, ArcGISPro, and CityEngine to prepare three land use scenarios
- Regular meetings will be held with City staff to review and refine the land use scenarios and prepare for advisory group and public outreach activities
- Up to 6 Consultant team staff will participate in a 2-hour workshop with City staff to determine the ArcGIS Urban/CityEngine metrics.
- Following agreement from the City on the modeling methodology, metrics will not be updated.
- Licensing fees for the City to use ArcGIS Urban/CityEngine are not included.
- Following completion of the project, the ArcGIS/CityEngine models will be provided to the City.
- Public, stakeholder, agency, and advisory group meetings to review the land use scenarios are included in Task 1.
- Prepare up to 5 visualizations or graphics to represent each land use scenario.

- Up to 3 Consultant team staff will participate in a 2-hour meeting with City and County staff to discuss the annexation blueprint.
- The City will prepared the updated zoning map based on Consultant recommendations and to correspond with the updated comprehensive plan map.
- Draft implementation measures will be finalized in Task 4.

DELIVERABLES:

- Land Use Analysis Methods and Assumptions Memorandum
- Land Use Analysis Memorandum
- Three (3) Land Use and Growth Scenarios to represent a 15-minute city
- One map showing two-dimensional land uses and street networks, and up to 4 perspective sketches for each scenario
- Preferred Land Use Scenario model in ArcGIS Urban and corresponding map and visualizations
- Updated Comprehensive Plan Map and Future Land Use Designations
- Updated Land Use Policies and New Plan Element
- Updated Annexation Blueprint
- Draft Implementation Measures Addressing the Planning Framework

Task 2.3. HOUSING.

The need to produce more housing is one of the most significant challenges facing the Vancouver community and is a critical element in successfully advancing policy priorities focused on equity, climate action and community safety. More housing is needed to accommodate increasing growth, account for persistent, decades-long underproduction, and better accommodate diverse household and community needs of the whole community across the income spectrum. Our housing policy approach will focus on effectively bridging the gap in housing needs, customized to unique community conditions in Vancouver. To complete the Housing element, the Consultant team will complete the following tasks:

- Conduct a housing needs assessment, including:
 - An audit of the housing and community development elements to evaluate consistency with the current vision and housing needs.
 - A housing market analysis. The market analysis conducted in the housing need assessment is intended to serve two functions. First, the market analysis will evaluate housing market trends at sub-area geographies (either project study areas that will be used across other aspects of the project or sub-markets aligned with the residential real estate market) to provide a common baseline of information for city staff and stakeholders to understand recent residential market trends and current conditions. The market analysis will compare trends on rental prices, sales prices, permit activity, and housing production by type and income level across the sub-areas and compared to the City as whole. As part of this task, the Consultant will also engage with real estate

professionals who work across Vancouver to understand how these actors view market opportunities and challenges in the sub-areas and across the City.

- A pro forma feasibility analysis using the market analysis data. Pro forma inputs that will be collected during the market analysis include achievable rent by unit type, achievable sales prices by unit type, construction costs by development type, and metrics of expected financial returns. Collecting these pro forma inputs during this task allows us to contextualize project level pro forma inputs within the broader context of the housing market across Vancouver and integrate market data earlier into the vision and alternatives processes to be better aligned with community desired development patterns and types.
- An evaluation of the feasibility of various development types including middle housing, multifamily housing, and mixed-use development to test the effectiveness of development incentives to support desired housing outcomes and the future land use vision to be defined during this project. This analysis will utilize development *pro formas* using various prototypes and conducted at the parcel level to understand how different land use scenarios relate to housing production, housing diversity, and housing affordability goals across different areas of Vancouver. The parcel-based feasibility analysis will be conducted utilizing the most appropriate tools to support integration with the ArcGIS Urban platform that will be used in the land use scenarios analysis.
- Prepare a housing disparity study to assess disparities in the access to housing options, affordability, and homeownership opportunities. The analysis that will do into this study will disaggregate data by race/ethnicity and other key priority population characteristics to understand disparities in the access to housing options, affordable housing, and homeownership opportunities.
- Complete workshops with the advisory groups (included in Task 1) to review the housing analysis.
- Prepare updated housing policies and housing element. The updated policies will reflect the housing vision defined during the visioning task, the housing analysis described above, and incorporate new state requirements, included in HB1220, such as policies to accommodate emergency housing/shelters and permanent supportive housing. The updated policies will address key state requirements that call for housing elements to address provisions for moderate density housing options within urban growth areas (UGAs) and barriers to housing availability such as gaps in local funding and development regulations. The background, analysis, and updated policies will be captured in an updated housing element.
- Identify draft implementation measures, including strategies, a timeline for implementation, and performance metrics to help the City gauge progress toward achieving their housing goals and objectives.

ASSUMPTIONS:

- Housing analysis and updates will address the requirements of HB1220.
- Input from outreach activities described in Task 1 will inform housing analysis and policy and element updates.

- Implementation measures will be finalized in Task 4.
- **DELIVERABLES:**
- Housing Needs Assessment, Housing Trends and Development Feasibility Analysis Memorandum
- Housing Disparity Study
- Updated Housing Policies and Plan Element
- Draft Implementation Measures Addressing the Planning Framework

Task 2.4. EQUITY.

Vancouver's Comprehensive Plan will identify and elevate policies and practices that support equitable outcomes and promote wellbeing, vitality, prosperity, and quality of life for all community members. Equity will be a central focus for the Comprehensive Plan Update and will be guided by the Equity Framework established at the outset of the planning process by the Equity Team. This task focuses on outcome equity and equity analyses of the planning scenarios, policies, and implementation measures. To achieve equitable outcomes, the Consultant team will complete the following steps:

- Define equity outcomes and metrics as part of the equity framework described in Task 1. The Consultant Team will work with the community working groups, community advisory group, and equity team to define measurable outcomes for equity for the plan and preferred land use scenario. Broad engagement with the community and targeted engagement through the community working groups, with those who experience systemic inequities, will share power and give voice to perspectives that are often unheard in policymaking, and inform final policies that are developed as part of the plan that are reflective and encompassing of the priorities that are identified during this process.
- Complete an equity analysis and report that evaluates each plan element and policies consistent with the equity framework.
- Prepare anti-displacement and equitable development strategies. Consultant team will provide anti-displacement and equitable development goal and policy updates and strategies to support community stability, which will build on the research and work being done as part of the Heights Equitable Development Strategy project. This work will consider how anti-displacement and equitable development strategies can be scaled to city-wide and incorporated into the preferred development scenario.
- Prepare equity-specific plan goals and/ or policies to reflect the City's desire to center equity in the comprehensive plan.
- Prepare draft implementation measures. As part of the Capital Facility Plan, equity-based resource allocation would also be linked to strategies that involve infrastructure investment. Additionally, implementation measures will link to neighborhoods and elements highlighted through the Accountability Matrix.

ASSUMPTIONS:

- The most recent and available U.S. Census data will be used for demographic data.
- Community profile will be completed during the PI plan task.

- Input from outreach activities described in Task 1 will inform the equity analysis and policy development.
- A separate Equity element is included as a contingency item.
- Implementation measures will be finalized in Task 4.

DELIVERABLES:

- Equity definitions and metrics
- Equity Analysis Memorandums for Each Plan Element
- Anti-Displacement and Equitable Development Strategies
- Equity-Specific Goals and Policies (Or Plan Element)
- Draft Implementation Measures

Task 2.5. CLIMATE, ENVIRONMENT, COMMUNITY HEALTH, SUSTAINABILITY, AND RESILIENCY.

The updated comprehensive plan must provide a path that elevates environmental and community health and resiliency for a livable, sustainable Vancouver. To integrate climate, environment, community health, sustainability, and resiliency throughout the comprehensive plan and to create a new plan element, the Consultant will complete the following steps:

- Conduct climate, environment, community health, sustainability and resiliency analysis, including:
 - Identify element framework principles and outcomes, including themes from the community visioning, existing plans (e.g., Climate Action Framework and Shoreline Master Program), Commerce Climate Element Model, regional countywide planning policies and state policies (Health Environment for All (HEAL) Act), project kickoff meeting input, or other sources.
 - Develop greenhouse gas (GHG) reduction estimates for transportation related emissions and non-transportation related emissions.
 - Based on the Active Trip Potential analysis (completed during the transportation and multimodal analysis in Task 2.8), the Consultant will develop a climate-benefit analysis that identifies what reduction in emissions are possible based on plan implementation. This analysis will examine the current rates of active and short trips that can be served by active modes or electric micro-mobility and estimate the low and high annual emission reductions possible because of conversions of short trips to walking, biking, or electric micromobility. This analysis will be grounded in the current rates of short trips taking around a ½-mile area of the planned active network, and potential rates of conversion based on available literature, federal emission factors, travel survey results, and comparable jurisdictions. The results of this analysis will be communicated through an infographic showing a heat map of the number of short trips expected to be converted and the expected emission benefits of implementation.

- For non-transportation related emissions, the Consultant will apply the ICLEI Clear Path Software (used for Vancouver's Climate Framework Plan) to evaluate the non-transportation GHG emissions by alternative. It will consider Clark PUD renewable energy strategies as well as the Climate Framework Plan strategies. This analysis will be used in the EIS evaluation as well as inform the climate evaluation for the comprehensive plan.
- Comprehensive Comparisons of GHG Emissions: Consultant will consider the use of the Active Trip Potential outputs and the results of the Clear Path tool, and factor that into the ArcGIS Urban program to come up with a comprehensive review of land use scenarios in terms of GHG emissions.
- Characterize suitability and vulnerability throughout the City, which includes identifying areas of the City and UGA that are constrained with hazards as well as areas suitable for development with important community assets, as well as areas within the City that are potentially impacted the most by localized impacts of climate change. Consultant team will develop spatial information leveraging the University of Washington Climate Impacts Group Tool created for Commerce's model climate element, Washington Tracking Network Environmental Health Disparities, and others.
- Conduct high-level health impact assessment for each land use scenario. In partnership with local public health partners, the Consultant will prepare an evaluation of the potential health impacts of policy outcomes associated with identified plan goals, utilizing the Equity Framework identified in task 2.4 to evaluate differences and disparities between identified groups, as well as vulnerable communities identified under the Community Atlas task. Consultant team will identify vulnerable communities using demographic, health, and the community profile developed under the Community Atlas task (Task 2.1). In developing the Atlas, Consultant will consider data / metrics about people and place addressing climate exposure and community sensitivity and adaptive capacity, as well as consideration for environmental justice communities. The health impact assessment will qualitatively evaluate the impacts or improvements to potential indicators of community health (such as air quality, water quality, ambient noise, and modifications to the built environment and transportation network) between the land use scenarios . While preparing the assessment, Consultant will meet with the City staff and public health officials.
- Provide input on land use scenarios. The climate, environment, community health, sustainability and resiliency analysis will inform the recommended growth scenarios, density thresholds, and transportation and mobility improvements.
- Complete workshops with the advisory groups (included in Task 1) to review the climate, environment, community health, sustainability and resiliency analysis.
- Prepare new climate, environment, community health, sustainability and resiliency policies and element. Based on the steps described above and the Community's vision, the Consultant will prepare new policies advancing climate, environment, community health, sustainability,

and resiliency to be included within a new plan element. The element will apply guidance and recommendations from the Commerce Element Model and address consistency with the City's current Shoreline Master Program.

- Identify draft implementation measures that include a prioritized list of actions and schedules with potential resources to be further refined during the Implementation task (particularly, the capital facility plan) and through ongoing community, stakeholder, and partner engagement (included in Task 1).

ASSUMPTIONS:

- City will provide access to ICLEI tool and data from existing GHG inventories.
- Up to 3 Consultant team staff will participate in one 2-hour meeting with the City to review the framework principles and to identify appropriate assumptions by land use typology to inform GHG analyses.
- Input from outreach activities described in Task 1 and analysis conducted as part of Community Atlas in Task 2.1.1 will inform the climate, environment, community health, sustainability resiliency analysis and policy and element updates.
- Health impact assessment of the land use scenarios will be done in coordination with City staff, Clark County Public Health, Southwest Washington Clean Air Agency, and other agencies with expertise. The assessment will be qualitative and rely on the analysis completed in this task and others. The health impact assessment will be captured in the climate, environment, community health, sustainability and resiliency analysis memorandum.
- The City will organize a meeting with the Consultant team, City staff, Clark County Public Health, Southwest Washington Clean Air Agency, and the Port of Vancouver. Up to 3 Consultant team staff will participate in one 90-minute meeting.

DELIVERABLES:

- Climate, Environment, Community Health, Sustainability and Resiliency Analysis memorandum
- New Climate, Environment, Community Health, Sustainability and Resiliency Policies and Plan element
- Draft Implementation Measures

Task 2.6. ECONOMIC OPPORTUNITY.

The Economic Opportunity element will build off and update the City's existing economic development policies, while incorporating equitable development and anti-displacement strategies from other City plans and initiatives, including Reside Vancouver, Fourth Plain Forward Action Plan, and the Heights District Equitable Development Plan. The Consultant will use their expertise and recent experience in Vancouver, including preparation of the Heights District Equitable Development Plan, to lead the Economic Opportunity element. This body of experience will help us identify feasible contextualized policies to advance Vancouver's economic opportunity objectives. For this task, the Consultant will complete the following:

- Conduct Economic Opportunity Analysis using the best available information from public and private data sources to assess the City and region's economic trajectory. This task will include a quantitative analysis of economic conditions and competitiveness, including measures of employment, growth and productivity, business creation and retention, entrepreneurship, investment flows, access to capital, distribution of wealth and income, and racial and geographic inclusion. Our analysis will center racial equity and geographic inclusion by focusing attention on data sources that we can disaggregate and, when appropriate, data we can focus on smaller geographic units. This information will be incorporated into the Economic Opportunity Element to provide context and inform the direction the City's economic development should take over the next 20 years (minimum).
- Provide input into land use scenarios. Like the analysis completed for the other plan elements, the economic opportunity analysis will inform the land use scenarios, including the integration of uses and the location, scale, and character of commercial and employment centers.
- Collaborative goal setting with the City, the community working groups, community advisory group, technical working groups, and technical advisory group to determine a preliminary set of goals, policies, and programs for the Economic Opportunity element (meetings are included in Task 1). The goals are a key place to name the importance of targeting economic benefits and improved outcomes for Vancouver's BIPOC communities, and our team will work with Vancouver to be clear and consistent about the City's commitment to racial equity. These goals will build off the vision established in Task 2.1 and will be evaluated by the equity team against the equity framework.
- Prepare updated economic opportunity policies and element. Consultant will identify policy changes that can lower barriers to employment growth, advance equitable access to economic opportunity, support existing businesses within Vancouver, reduce displacement, and increase the likelihood of employment growth that meets the City's economic development and equity objectives. This step will also include a review of other City plans and initiatives, including Reside Vancouver, Fourth Plain Forward Action Plan, and the Heights District Plan to identify new goals, policies and programs related to economic opportunity, equitable development and business stabilization that should be incorporated into the comprehensive plan. The economic opportunity analysis, goals, and updated policies will be captured in an updated Economic Opportunity element.
- Identify draft implementation measures. Consultant will develop draft implementation measures and a strategy to guide the City's economic development actions. We will review the Clark County Comprehensive Economic Development Strategy and implementation actions that have advanced. We will evaluate outstanding actions, specifically those designated for the City, and expand on how City staff and leadership can support implementation. We will also consider actions that partner organizations are pursuing to identify synergies and opportunities for collaboration. We will capture the implementation measures and strategy in an economic opportunity strategic plan to guide next steps and recommendations. The plan will highlight how City staff can support small businesses and entrepreneurs, specifically those owned by women and BIPOC. The plan will also include recommendations to consider for the next iteration of the Clark County Comprehensive

Economic Development Plan to continue the City's engagement and momentum with this work.

ASSUMPTIONS:

- Input from outreach activities described in Task 1 will inform the economic opportunity analysis and policy and element updates.
- Implementation measures will be finalized in Task 4.

DELIVERABLES:

- Economic Opportunity Analysis memorandum
- Updated Economic Opportunity Goals, Policies, and Plan element
- Economic Opportunity Strategic Plan

Task 2.7. PARKS, RECREATION, OPEN SPACE, AND COMMUNITY WELL-BEING.

Planning for the future must include parks, recreation, and open space areas that will contribute to community well-being. The Consultant will lead the development of the Parks, Recreation, Open Space, and Community Well-Being element to integrate parks and open space planning into the land use scenarios described in previous tasks. For this task, the Consultant will complete the following:

- Conduct parks, recreation, open space, and community well-being analysis. The analysis for this task will build on the ecological, parks, and open space mapping included in the community atlas and information included in the City's Parks, Recreation and Cultural Services Comprehensive Plan. The analysis will also be informed by the visioning included in Task 2.1.1 and will address how public rights-of-way can be considered in the analysis of available land for parks and open space. For this task, the Consultant will utilize the existing service areas for parks to identify potential gaps in facilities. We will evaluate existing park visitation data provided by the City and determine where future development could strain existing facilities based on the land use visions. Consistent with RCW 36.70a.070(8), the parks analysis will incorporate the analysis completed for the Parks, Recreation and Cultural Services Comprehensive Plan, including an estimate of park demand for the 20-year planning horizon (minimum), an evaluation of facilities and service needs, and an evaluation of intergovernmental coordination opportunities to provide regional approaches to meet demand. Additionally, we will evaluate current parks and recreation standards and determine if changes are needed to reflect the community vision and preferred land use scenario.
- Complete an estimation of future revenue growth from park impact fees based on current and forecasted development trends. We will compare existing funding sources and costs to determine funding gaps and identify implications for increases in overall impact fees across desired development and land use outcomes and identify potential new revenue sources that could potentially fill funding gaps. The funding analysis will be incorporated into the capital facilities plan.
- Provide input into land use scenarios. This task will provide input into the integration of new parks, urban plazas, and trail networks and identify areas for future critical natural

environments, open spaces, parks and greenway systems and their potential to create a meaningful “green network” that will knit neighborhoods together.

- Complete workshops with advisory groups (described in Task 1) to seek input into the desired park, recreation, and trail facilities and needed amenities.
- Prepare updated parks, recreation, open space, and community well-being policies and element. Consultant will prepare updated policies to support parks, recreation, open space, and community well-being. Detailed recommendations for this element will be created in collaboration with the land use / development and housing components and identified policies for growth centers and corridors to ensure that parks and open space types and proposed design standards align with the place types and character established in the preferred scenario, increase access for equity populations, and increase environmental performance. The analysis, input, and updated policies will be included in an updated Parks, Recreation, Open Space, and Community Well-Being element.
- Identify draft implementation measures. Draft implementation measures will be developed that address the planning framework, specifically measures relative to high-performance green infrastructure and ecological enhancement. This may include ecosystem diversity, stormwater management, heat island effect, tree canopy, human health indicators, and park space per capita by type ratios.

ASSUMPTIONS:

- Input from outreach activities described in Task 1 will inform the parks, recreation, open space, and community well-being analysis and policy and element updates.
- This task will not update the City’s Parks, Recreation and Cultural Services Comprehensive Plan.
- Implementation measures will be finalized in Task 4.

DELIVERABLES:

- Parks, Recreation, Open Space, and Community Well- Being Analysis Memorandum
- Updated Parks, Recreation, Open Space, and Community Well-Being Policies and Plan Element
- Financing and Funding Strategies Memorandum
- Draft Implementation Measures

Task 2.8. TRANSPORTATION AND MOBILITY.

The Transportation and Mobility element must integrate land use, urban design, engineering, modeling, public health, and safety to create a well-designed and equitable transportation system. Vancouver’s transportation system should provide safe and accessible streets for everyone in the City. The Consultant will lead this task for active transportation and micro mobility analysis and recommendations to inform an equity-centered approach to transportation and mobility. The Consultant will complete the following steps to prepare an updated Transportation and Mobility Element:

- Conduct transportation and mobility analysis, including:

- Development of a regional transportation and mobility model. The Consultant will work with the SW Washington Regional Transportation Council (RTC) and Portland Metro to conduct regional model runs to evaluate the land use scenarios described in the previous task. Evaluations are expected to include changes in vehicle trip demand, mode share, and vehicle travel patterns (roadway volume changes). The regional model results will be used to inform the GHG analysis, the transportation analysis in the EIS, and policies for the comp plan Transportation Element.
- An active trip potential analysis. The Consultant proposes the use of local travel demand models, Replica Places, or StreetLight Origin-Destination (OD) data to understand existing travel patterns with special attention on short trip distances that can be made as active trips. These short trip estimates will be compared to model estimates of existing active trip behavior in the study area to understand the gap between real and ideal. This analysis will produce two maps. The first map will be a composite choropleth map that reveals patterns of high and low demand, and the second map will be a desire line map illustrating corridors with high numbers of short trips that could conceivably be converted to active transportation trips. The corridor maps will use an advanced geospatial conflation technique that associates short and active trips to the corridor study segments based on every desire line's number of trips, proximity, trip length, and parallelism (alignment) with the corridor study segments. These corridor demand scores will help identify where large numbers of active potential trips align with the desire lines of existing traveler activity.
- Complete workshops with the advisory groups (described in Task 1) to inform and review the transportation and mobility analysis and updated policies and plan element.
- Prepare updated transportation and mobility policies and element that specifically address active transportation modes, micro- mobility, reductions in auto-dependency, and support community- wide reductions in vehicle miles traveled (VMT). The analysis and updated policies will be included in an updated Transportation and Mobility Element.
- Identify draft implementation measures that address the goals and policies identified in the updated plan element. Potential actions include recommendations for updates to the Transportation System Plan, modified road standards, specific projects, and regulatory tools.

ASSUMPTIONS:

- Consultant will work with the SW Washington RTC and Portland Metro to complete regional transportation model runs to analyze traffic effects of land use scenarios prepared in Task 2.2.
- Up to 2 Consultant team staff will participate in 3 1-hour meetings with RTC and Portland Metro.
- City will provide land use alternative allocations by Transportation Analysis Zone.

- Consultant team will process model files received from RTC and summarize key performance measures including vehicle trip demand, mode share, and vehicle travel patterns (roadway volume changes).
- Existing traffic counts will be provided by the City.
- Up to 4 Consultant team staff will meet with the City for 2 hours to review the draft Transportation Analysis Methods and Assumptions Memorandum.
- Safety and other analyses from the City's Transportation System Plan update will be provided by the City.
- Input from outreach activities described in Task 1 will inform the transportation and mobility analysis and policy and element updates.
- Implementation measures will be finalized in Task 4.

DELIVERABLES:

- Draft and Final Transportation Analysis Methods and Assumptions Memorandum
- Draft and Final Transportation and Mobility Analysis Memorandum
- Draft and Final Active Trip Potential Analysis Memorandum
- Draft and Final Updated Transportation and Mobility Policies and Plan element
- Draft Implementation Measures addressing the planning framework

Task 2.9. INFRASTRUCTURE, PUBLIC FACILITIES AND SERVICES, UTILITIES, AND PORTS.

This element is necessary to support the growth and development goals founded in the vision of the plan and without them the City will not be able to achieve the outcomes embodied in the plan. The GMA also requires that capital facilities be in place or planned and funded to support the growth identified in the plan. This element will be led by the Consultant and will set the stage for the next 20 years of budgetary decisions (minimum), as the GMA requires that capital budget decisions are made in conformance with the plan. To prepare an updated Infrastructure, Public Facilities and Services, Utilities, and Ports element, the Consultant will complete the following subtasks:

- Conduct infrastructure, public facilities and services, utilities, and ports analysis that will include gathering and evaluating all related City plans and programs, including sewer, water and stormwater plans, fire and police strategic and capital plans, urban forestry plan the current and in process update to the Transportation System Plan and the Parks, Recreation and Cultural Services Comprehensive Plan as well as the plans of partner agencies such as WSDOT, Clark Public Utilities, school districts, C-Tran, Clark Regional Wastewater district, and other service providers within City limits and the urban growth area.
- Provide input into land use scenarios. The plans included in the analysis above will be evaluated for capital improvements to determine services standards, if they support the land use scenarios and if changes may be required to address the growth envisioned in the land use scenarios.

- Complete workshops with advisory groups (described in Task 1). The equity team will evaluate existing plan policies against the Equity Framework to determine updates that will be needed to address equity. Equity considerations can include whether siting or provisions of services impact historically underrepresented and underserved communities, as well as an assessment of how capital projects will provide equitable community benefits, specifically addressing investments in portions of Vancouver that have not seen the positive benefits of government spending, and whether increased service is needed to address historic disinvestment.
- Prepare updated infrastructure, public facilities and services, utilities, and ports policies and plan element. The Consultant will review the policies in the existing Public Facilities and Services element to determine if changes or updates are needed to reflect the community's vision and the land use scenarios. Goals and policies will specifically align with and support the City's Climate Action Framework and will consider improvements necessary to inform services that are resilient to the localized impacts of climate change and natural disasters that the community is susceptible to in the near term and long term. Updated policies and supporting analysis will be included in an updated Infrastructure, Public Facilities, Services, and Utilities element. This element will also include the capital improvements costs and funding sources from the existing plans.
- Identify draft implementation measures. This task will include identification of specific implementation actions the City and others will need to take to meet the goals and policies identified in the updated plan element. Potential actions include additional planning and updates of supporting plans, targeted investment strategies, funding opportunities, and evaluating different service methods.

ASSUMPTIONS:

- The Consultant will rely on existing capital facilities plans to complete this element. Updated plans are not included in this scope of work.
- A separate Ports element per RCW 36.70A.085 is not included in this scope of work.
- Input from outreach activities described in Task 1 will inform the Infrastructure, Public Facilities and Services, Utilities, and Ports analysis and policy and element updates.
- Implementation measures will be finalized in Task 4.

DELIVERABLES:

- Infrastructure, Public Facilities and Services, Utilities, and Ports Analysis Memorandum
- Updated Policies and Plan Element
- Draft Implementation Measures

Task 2.10. COMPREHENSIVE PLAN DOCUMENT.

The culmination of the comprehensive plan task is the preparation of an updated comprehensive plan document. The Consultant will lead this task and create a document that follows the project's overall brand, reflects the community's vision, and is easy to read and understand. The document will include all the updated elements described in the subtasks above, as well as

appendices to incorporate the full breadth of analysis and outreach conducted throughout the process. The document will include infographics and other visuals to tell the story of the comprehensive plan.

The comprehensive plan document will be designed for digital and hard copy display and include an executive summary to highlight key aspects of the plan for a broader, non-technical audience. The digital version of the plan will be hosted on the City's website and integrate user-friendly navigation, interactive maps, and dashboards, as appropriate.

Early in the project, we will prepare a comprehensive plan outline and template so we can build the full comprehensive plan document as we complete the steps included in the subtasks above. The Consultant will prepare four drafts of the comprehensive plan document.

- Draft 1: Prepared for staff and equity team review
- Draft 2: Incorporating staff and equity team comments and prepared for technical advisory group review
- Draft 3: Final draft, incorporating technical advisory group comments and prepared prior to the adoption process described in previous
- Draft 4: Final, adoption-ready document incorporating comments and feedback from initial Planning Commission and City Council work sessions.

ASSUMPTIONS:

- The comprehensive plan outline and template established early in the project will be the base for the comprehensive plan document. No significant changes will be made following acceptance by the City.
- Up to 4 Consultant team staff will participate in 3, 2-hour meetings with city staff to review the comprehensive plan drafts and address redline changes.
- A standalone website to host the comprehensive plan document is not included.

DELIVERABLES:

- Comprehensive Plan Outline and Template
- Three Draft and One Final Adoption-Ready Comprehensive Plan Document
- Complete Set of Comprehensive Plan Appendices
- Comprehensive Plan Executive Summary
- Digital Document with Interactive Maps and Dashboards

TASK 3. LAND USE AND DEVELOPMENT CODE UPDATE.

Task 3.1. Title 20 Audit

The City's existing Title 20 will be audited to provide input into the land use visioning process through the identification of regulatory and process barriers to implementation of the overall strategy identified in the Comprehensive Plan Update. The audit is an analysis that identifies technical and policy barriers that make it difficult to achieve the goals of the plan update (Land

Use, Development + Infrastructure, Housing, Equity and Opportunity and Climate + Environment). The audit will inform the planning process and the update to VMC Title 20.

To conduct the audit the Consultant will meet with City staff responsible for implementation of the land use code to develop a list of criteria and questions that will form the framework for the audit. The Consultant and Staff will then complete an independent audit based on the criteria and questions that will result in a list of initial areas to evaluate. This will help to inform the Community Atlas and Visioning process in a previous task.

The Consultant and City will establish a Technical Advisory Group to assist in the Code Audit and Title 20 update process. This group would include community stakeholders with a vested interest in land use and development within the City and may include developers, design professionals, non-profit housing providers, and general community members to provide input in the technical aspect of the code. The focus of this technical advisory group will be to evaluate the code for ease of use and how it will result in achieving the land use scenarios and not to provide significant input on policy choices that are part of Task 2. The technical advisory group will review and provide input into the initial audit work conducted by the Consultant and City.

Once the land use scenarios have been determined in a previous task, an additional audit will be conducted to evaluate regulatory and process barriers to achieving the identified land use scenarios. This will be completed by the Consultant and City and reviewed by the technical advisory group.

ASSUMPTIONS:

- The audit will focus on Chapters within Title 20 that will be subject to the update and identified in a following task but will include discussions of interlinkages with other VMC Titles and chapters in Title 20 as needed.
- The audit will consider how well the code meets the requirements identified in the RFP:
 - Contain clear and concise language, and clearly emphasizes the intent behind each regulation.
 - Provides a friendly user experience and can be easily and accurately interpreted by the public, the development community, community nonprofit organizations, and other applicable parties.
 - Be organized in a logical and efficient manner.
 - Utilize principles of form-based land use regulation, rather than traditional Euclidian methods that primarily focus on separation of land uses within key identified nodes of future growth, and other areas of the City as applicable and appropriate.
 - Contributes to high quality urban design outcomes in the community.
 - Accurately reflect the overall vision and goals instituted within the comprehensive plan.
 - Effectively mobilizes the plan's short to mid-term implementation strategy.

- Comply with all applicable local, state, and federal laws and regulations.
- Identifies and resolves any overriding conflicts with existing regulations within the Vancouver Municipal Code.
- The Consultant and City will identify a list of potential technical advisory group members and the City will make a final determination and invite technical advisory group members to participate.
- Two review meetings will be conducted with technical advisory group members.

DELIVERABLES:

- Draft and Final Initial Title 20 Audit
- Draft and Final Updated Title 20 Audit

Task 3.2. Title 20 Update

This task will build from the previous audit to the development an updated Title 20 to be adopted with the comprehensive plan. The updated Title 20 will serve to implement the goals and policies established by the plan consistent with the requirements identified in the RFP. To complete the update the Consultant will:

- Conduct a workshop with the City and identify potential options to update the code using form-based code principles. The Consultant will prepare for the workshop by identifying precedent examples from other jurisdictions the selection of which will be guided by the audit findings and preparing three different approaches for consideration. This framework will address key provisions such as the structure, types of reviews available (i.e., design and site plan), special and conditional uses, special uses, where graphics can be used to support or take the place of code language, and specific development standards (e.g., parking, landscaping). Some code provisions would not be addressed to the same degree because of the specificity of state regulations (e.g., land divisions and SEPA) or recent/ current updates (e.g., Critical Areas) or other aspects that limit flexibility. The framework will be reviewed by the City and the technical advisory group and a final framework established.
- Using the findings of the audit, the selected framework, and the preferred land use scenario the Consultant team will develop the first draft of the code for staff review. This draft will contain all expected sections and preliminary language and identification of necessary figures and graphics to address form-based code principles.
- Draft 2 will incorporate City comments and will include completed graphics based on those identified in the first draft. This will be suitable for stakeholder input and public review during plan development. This draft will be subject to review and input by the technical advisory group and be used for review by advisory groups and the community through community partnership, engagement, and co-creation process.
- Draft 3 will be developed by the Consultant to include updates in response to stakeholder comments and public review, in consultation with the City. This will form the proposed Title 20 update that will be addressed in the SEPA review and presented to the Planning Commission as part of the public adoption process.

- Draft 4 will be completed after the review process addressing updates through the Planning Commission hearing. The draft will be presented to the City Council for adoption.

ASSUMPTIONS:

- The existing VMC Title 20 will be the baseline starting point for the update.
- The following chapters will not be considered for change in the updated Title 20 other than minor changes for consistency, potential reorganization, and exceptions as noted:
 - 20.100 Administration (all chapters except for changes that may be dictated by updates to other sections)
 - 20.220 Review Bodies (except for potential additions related to form based code)
 - 20.245 Conditional Use Permits
 - 20.250 Development Agreements
 - 20.285 Text and Map Amendments
 - 20.290 Variances
 - 20.300 Land Division (all chapters)(except for design or dimensional standards)
 - 20.670 The Heights (HX) Plan District (except for review for consistency with updates to other sections)
 - 20.680 Riverview Gateway Plan District Revised (except for review for consistency with updates to other sections)
 - 20.690 Section 30 Employment Center Plan District (except for review for consistency with updates to other sections)
 - 20.710 Archaeological Resource Protection
 - 20.740 Critical Areas Protection
 - 20.760 Shoreline Management Area
 - 20.820 Adult Entertainment
 - 20.830 Bed and Breakfast Establishments
 - 20.855 Essential Public Facilities (except for review for consistency with updates to other sections)
 - 20.860 Home Occupations (except for review for consistency with updates to other sections)
 - 20.880 Manufactured Home Parks
 - 20.884 Marijuana Businesses
 - 20.885 Temporary Uses
 - 20.890 Wireless Communication Facilities
 - 20.909 Escrow and Assurances
 - 20.910 Exceptions and Interpretations
 - 20.915 Impact Fees Revised
 - 20.960 Signs
 - 20.970 Solid Waste Disposal and Recycling

- The code audit may identify the need to provide more significant review and update of the excluded code sections. This may result in the need to modify the scope to include funds from the Contingency in Task 7.
- Up to 20 new graphics will be prepared for the code update.
- The initial workshop will be conducted in person, will be up to 4 hours in length and attended by up to 4 members of the consultant.
- Updates in response to the review of Drafts 2 and 3 will be minor in nature and will not require the development of new sections, changes in overall approach, new graphics or other similar efforts.
- The City will be responsible for evaluation of the Title 20 update for legal sufficiency.

DELIVERABLES:

- Workshop Agenda, Materials, Presentation, and Summary Notes
- Technical Advisory Group Meeting Agenda, Materials, Presentation, and Summary Notes
- Preliminary Code Framework
- 3 Drafts of Updated Title 20
- Final Draft Updated Title 20

Task 3.3. Development Impact Fee Structure

This task will complete an evaluation of the development-impact fee structure in the context of meeting the overall land use strategy and vision. The Consultant will leverage the feasibility analysis conducted in a previous task to test the sensitivity of development outcomes relative to the existing and potential development impact fee structures. This approach will allow us to develop an understanding of the relationship between fee structures and the market realities for various scales and types of development across different market areas in Vancouver. This will also allow us to identify the “tipping point” at which additional fees might make desired development types and land use outcomes more or less feasible and make recommendations that could support a tiered structure designed to support desired outcomes. Consideration will also be given on how impacts fees meet equity goals by considering effects on various types of housing and relative costs.

ASSUMPTIONS:

- This task covers evaluation of the existing impact fee program and does not include update or analysis for updating the fees.

DELIVERABLES:

- Impact Fee Analysis Technical Memorandum

TASK 4. IMPLEMENTATION.

The Consultant will develop a detailed strategy to implement the goals and policies established under Task 2 and that are not addressed by Task 3. Throughout the planning efforts in a previous tasks, the Consultant will develop potential implementation measures for each element of the comprehensive plan for each alternative based on the specific goals and policy measures developed. This will provide a list of potential implementation measures that will be used as part of the evaluation process.

Evaluating and identifying implementation measures will start with those identified in the current plan and applicable subarea plans as well as other implementation measures identified in relevant policy documents evaluated by the consultant as part of the Community Atlas. The Consultant will identify and evaluate the identified measures and determine whether they are still valid and available, whether they have been actively worked on, and whether they have been successful or have they fallen short in achieving plan goals. Some will be carried forward into the updated plan, while those that have fallen short will direct the need to investigate new or supplemental measures.

As goals and policies are identified in a previous task, potential additional implementation measures—beyond Title 20 in the previous task and the existing actions identified above—will be identified and evaluated. Evaluation criteria will be established based on the limits of City or partner agency powers, industry best practices, agency abilities and plans, ease of implementation, risk of success and failure, and consequences. Potential implementation measures could include:

- Direct funding of actions or using funding to influence outcomes
- Regulatory (beyond Title 20)
- Incentives for private investment actions or development
- Future planning efforts such as subarea or district planning and capital facilities plans

Potential metrics to measure success of the implementation measures will be included. The Consultant will develop an Implementation Technical Report that will include details and background on available implementation measures and application of the evaluation criteria. This will assist the City in making decisions on what implementation measures will be carried forward in the plan and to develop future work programs. This will be updated as the plan progresses and then used to inform either a specific element in the plan or implementation sections within the individual elements consistent with the process in a previous task. An initial draft will be prepared for city review and comment which will be addressed in the final technical report. A land use and housing dashboard will also be prepared for the final land use framework that is adopted in the plan, that will assist staff and members of the public to track long term progress towards implementation of the land use vision over time.

ASSUMPTIONS:

- This task will identify implementation measures but will not develop code or policy language, undertake the identified implementation or other similar efforts.

- Consultant will prepare the land use and housing dashboard using Microsoft Power BI or similar tool with data from other tasks. Data points to include in the dashboard will be developed in consultation with the City and will come from available sources. The Consultant will utilize available existing sources of data, as well as data and analyses that are generated during the plan update process. The Consultant will not collect additional data beyond this to support the dashboard unless specified in the scope of work. The City will provide ongoing updates to the dashboard.

DELIVERABLES:

- Draft and Final Implementation Technical Report
- Land use and housing data dashboard

TASK 5. ENVIRONMENTAL IMPACT STATEMENT.

Review of the City's Comprehensive Plan Update and associated activities under the SEPA is both a legal requirement and a tool to assist the City in evaluating the environmental consequences of proposed actions as part of an informed decision-making process. As such, the SEPA process should be integrated into the project process, which is reflected in our approach. Both the GMA and SEPA include provisions for integrating the environmental review and the planning process and we have integrated this into our approach. For example, Task 2 anticipates development of different growth scenarios, and we propose to consider environmental impacts of the different alternatives in the evaluation of those scenarios. This step does not include a formal SEPA document but can serve to inform the SEPA review later in the process.

SEPA rules allow for the integration of the SEPA analysis into the plan document. We are not currently recommending this integration, as it can dilute the focus on the vision, goals, and policies of the plan.

Based on the scope and consequences of the Plan, an Environmental Impact Statement (EIS) is anticipated. The SEPA process is defined in Washington Administrative Codes and the Consultant will assist the City in meeting the requirements. This includes a public scoping process, completing environmental analysis and reflecting the findings in a Draft EIS that is published for public and agency review and comment and a Final EIS that responds to those comments. Key considerations under SEPA include defining the alternatives that will be assessed and the methods by which environmental impacts will be considered. The Consultant will work with the City to define these in a way that will result in efficient completion of the analysis taking advantage of existing information and other tasks in the process while still providing the necessary information to meet SEPA requirements and—more importantly—provide information to decision makers so they can understand the environmental consequences of different policy alternatives. The following summarizes key tasks and approach for completing SEPA.

Task 5.1. SCOPING.

During this task, the City and Consultant will complete the EIS scoping process including finalization of alternatives and determining the scope of the Draft EIS. The scoping process will

be integrated into the public outreach process for the overall project. Scoping will occur as early in the process as possible to help inform selection of alternatives and can occur as soon as alternative course of action can be determined. We will integrate the public scoping process into the evaluation of the different alternatives developed in a previous task. The Consultant will prepare a draft and final Determination of Significance (DS) and scoping notice for publication and distribution. The City will publish and distribute the DS (required public notices and on-line) per the requirements of WAC 197-11 360 and will be listed as the recipient for public comments as required by SEPA and GMA rules.

The 21-day scoping period on the DS will be scheduled to coincide with one of the public engagement activities identified in the tasks above. The Consultant shall provide a method to receive written comments on the DS to be collected by the City at the public event. The Consultant shall provide 2 technical staff at the event to provide information on SEPA and the scoping process.

Once the scoping period is complete, the City will provide the Consultant with an electronic record of all comments received. The Consultant shall review and summarize comments by issue area and develop a technical memorandum recommendation to the City on whether the scope for the Draft EIS as outlined in the DS and scoping notice should be modified.

The scope and costs for this task assumes that a maximum of 250 distinct individual comments shall need to be reviewed and only 50 substantive comments (those that address the content of the environmental review or alternatives) shall be considered in determining the final scope of the Draft EIS. Following the project scoping process, the City and Consultant will meet to discuss strategies required to complete the next tasks in the scope of work. The scope elements identified Task 5.2 shall be reviewed and revised if necessary to reflect any changes in the scope of the Draft EIS identified by the SEPA responsible official.

ASSUMPTIONS:

- A maximum of 250 distinct individual comments shall need to be reviewed and only 50 substantive comments.

DELIVERABLES:

- Draft and final Determination of Significance and Scoping Notice
- Technical Memorandum Summary; Public Comments and Recommendations (Responses) as part of Final Scoping Determination to Draft EIS Scope Assumptions

Task 5.2. DRAFT EIS.

The Draft EIS will be completed and issued such that the analysis, findings, and public process is integrated with the overall planning process. In this task, the Consultant will prepare a preliminary Draft EIS (PDEIS) for the City's review. Following incorporation of the City's comments, a PDF of the Draft EIS for the City to publish will be completed. The PDEIS will include all requirements as specified in WAC 197-11. An EIS is only required to address those aspects of the environment where a probable, significant, adverse impact to the environmental resource will occur. However, as a non-project action, it is difficult to dismiss elements of the

environment, and the task includes addressing all elements of the environment as defined by WAC 197-11-444 except for Environmental Health (noise, risk of explosion and releases or potential releases to the environment) and Energy and Natural Resources (which will be addressed in other elements).

The PDEIS will include technical evaluations and environmental consequences for each environmental element. Each section shall describe the affected environment (existing conditions); evaluate the project alternatives and compare them to the no- action alternative (i.e., not adopting an updated plan); determine direct, indirect, and cumulative impacts; and identify mitigation measures that are part of the plan or necessary to address identified significant adverse impacts. Each section will include discussions of the affected environment, environmental impacts (including direct, indirect, and cumulative), mitigation designed into the project, other potential mitigation, and significant unavoidable adverse impacts.

The EIS must be published and an opportunity to review and comment is required. A minimum 30-day public comment period is required, but a longer period is also allowed. The public review period will be integrated with the plan review process so that the public can comment both on the EIS and on the plan alternatives well. Required notices will be prepared and published, and all comments will be collected. Following the comment period, all comments received will be categorized by topic and substantive comments identified for consideration in completing the Final EIS.

For this task, the Consultant shall prepare a preliminary Draft EIS (PDEIS) for review by the City. Following incorporation of the City's comments, the Consultant shall provide a PDF of the Draft EIS for the City to publish. This scope of work assumes that only the following elements of the environment are relevant and shall be addressed in the PDEIS:

- Cover
- Fact sheet
- Distribution list
- Table of contents
- Summary
- Alternatives including:
 - No action (development under current plan/zoning)
 - Proposed project (high – low development impact scenario)
 - No other alternatives shall be considered)
- Affected environment, impacts, and mitigation including the following elements of the environment:
 - Built Environment
 - Natural Environment
 - Any additional items required because of the scoping process

The Consultant shall conduct technical evaluations and prepare the PDEIS sections for each environmental element as detailed below. Each section shall describe the affected environment

(existing conditions); evaluate the build alternatives and compare them to the no-build alternative; determine direct, indirect, and cumulative impacts; and identify mitigation measures designed into the project or necessary to address any identified significant adverse impacts. Each section shall include the following subsections:

- Affected environment
- Environmental impacts (including direct, indirect, and cumulative)
- Mitigation designed into the project
- Other potential mitigation
- Significant unavoidable adverse impacts

During drafting of the PDEIS the Consultant shall meet with the responsible official and technical staff for up to four (4) two-hour meetings to obtain information, review process, mitigation, development thresholds, and discuss methodology and other relevant topics. The following sections describe the elements of the environment for inclusion in the Draft EIS in more detail.

Task 5.2.1. BUILT ENVIRONMENT.

The Land Use section shall include land use and plans, housing, population, and employment, light and glare, aesthetics, and historic and cultural resources (parks and recreation shall be addressed in public services). For Land Use, the Consultant shall describe existing land uses within the City and evaluate the potential impacts on these resources resulting from the proposed plan.

The section shall address consistency with the GMA, County Wide Planning Policies, and other applicable land use plans. Key visual resources shall be identified and evaluated qualitatively for consistency with adopted designations or policies and aesthetics, and light and glare shall be evaluated qualitatively. This section shall also address potential impacts to population, housing, and employment by comparing population and developed capacity under existing regulations and those of the capacity of the proposed plan and overall projections for the Vancouver urban growth area. For historic and cultural resources, the Consultant will identify and characterize the major archaeological and historic built environment resources in the City. This summary will not identify every individual resource, but rather focus on select, primary archaeological sites or well known, historic built environment resources as well as existing and/or previously identified archaeological districts and historic districts. The plan alternatives will be evaluated for potential effects on these resources in consideration of federal, state and local programs. No field studies will be completed as part of these efforts.

The Transportation Section shall quantitatively address impacts to vehicular transportation levels of service and qualitatively address transit, bicycle, and pedestrian level of service, parking and the overall transportation system. Air and marine traffic will be discussed qualitatively. The Transportation System Plan will be used to develop thresholds and performance measures for the analysis. The Consultant will work with the City to identify an appropriate transportation model to evaluate the differences between the alternatives for effects on the overall vehicular transportation system and differences in transportation patterns. It is anticipated that the Regional Traffic Demand Model maintained by the Regional Transportation Council can be used to assess

the impact of the land use alternatives on the overall transportation system. Individual intersection level of service or similar evaluation will not be conducted.

The Public Services Section shall address fire, police, schools, parks and recreation, water, stormwater and sewer services and other utilities. Each service shall be evaluated to determine how land use alternatives will result in increased demand for the services and if the system is capable of serving the increase demand.

The analysis of schools shall consider potential changes to school aged populations based on land use changes and density compared to the baseline and the capacity and ability of existing schools serving the subarea to accommodate the change in school aged populations. School aged children per household shall be based on general assumptions used by the school district and the City as part of capital facility planning and school impact fee calculations. The Vancouver, Evergreen and Battle Ground school districts include portions of the City and will be included.

Assessment of parks and recreation impacts shall consider potential increased demand on parks based on potential residential population within the City. The total population of the city shall be compared against adopted level of service (acres of parks per population) standards in consideration of any changes associated with other tasks within this scope of work.

Water, Sewer, and Stormwater utilities shall be evaluated by developing anticipated increase in demand and determining whether existing infrastructure can accommodate the increased demand consistent with adopted levels of service and impacts on existing service. Information shall be based on other efforts in this scope and adopted City planning documents (i.e., City of Vancouver Capital Improvement Programs For Water, Sewer, SCIP, Surface Water). Qualitative analysis of private utilities (communication, electricity, etc.) shall be included. Assumptions shall be based on general planning standards and no modeling or engineering shall be completed as part of the effort.

NATURAL ENVIRONMENT

The Natural Environment Section includes earth, air, water, and plants and animals.

The Earth section will address City planning and building codes for geologic hazard area including erosion hazard areas, landslide hazard areas, and seismic hazard areas. Publicly available information and GIS data will form the basis of the Earth existing conditions summary. Impacts will be assessed based on existing maps and technical reports published by the U.S. Geological Survey (USGS), Washington State Department of Natural Resources (DNR), and the U.S. Department of Agriculture Natural Resource Conservation Service (NRCS)

The analysis of air (quality) shall be qualitative and shall summarize existing air quality based on published data sources, identify any major sources of air pollution within the City including an inventory of publicly available data sources on criteria pollutants, hazardous air pollutants, and other air pollutant levels within the community and qualitatively assess how the proposed land use alternatives could change air quality within the City while considering the existing regulatory framework. In addition, greenhouse gas (GHG) emissions will be quantitatively addressed using an appropriate model. Climate change considerations will be included.

The analysis of water shall address groundwater, surface water, flooding and water supply and the potential impacts to these resources. Impacts will be addressed qualitatively and no sampling, characterization or modeling shall be completed. Existing conditions and assessment of impacts will be based on existing published data (such as the City water quality report).

The analysis of plants and animals shall identify and consider habitats or species of importance (state or federal species listed as endangered or threatened, Washington State Priority Habitats and Species or City designated critical areas) that occur within the City and immediately surrounding area. Impacts of the alternatives on plants and animals shall be addressed qualitatively as to whether the alternatives would lead to impacts to these resources subarea with consideration of the existing regulatory framework. This analysis shall be conducted through available public data sources. No formal species surveys or impacts analysis shall be completed.

The PDEIS shall be provided to the City for review and comment in one round of revisions before the Consultant finalizes the Draft EIS. The Consultant shall review and respond to the comments, either incorporating them into the document or explaining why the comment did not result in a change. Upon resolution of the City comments, the Draft EIS shall be finalized as a PDF document and provided to the City for publication.

ASSUMPTIONS:

- The scoping process may result in changes to the scope of the analysis identified in this task. Modifications to the scope may require an amendment to this task or use of contingency funds.
- The existing conditions sections will be informed predominately through completion of the Community Atlas.
- City will contract with RTC to complete the regional traffic demand model runs and the Consultant will process the model runs.
- Information and analysis will be based predominately on existing published information except as specifically noted in the task above.
- The City will conduct one round of review on the PDEIS and provide a single set of consolidated comments from all reviewers.

DELIVERABLES:

- Preliminary Draft EIS
- Final Draft EIS

Task 5.2.2 Draft EIS ISSUANCE.

The City will issue the Draft EIS and it is anticipated that it will be circulated for a minimum 30-day comment period but will likely be longer to coincide with review periods for the plan update. During the public comment period the City will receive comments and may conduct a public hearing to receive comments. Any hearing will be coordinated with efforts included in Task 1

Prior to issuance the Consultant and City will meet to prepare for the issuance of the Draft EIS including schedule, logistics, information needs and Consultant attendance at any public hearing. The public review period and process will be integrated into the outreach process for the plan update identified in prior tasks.

ASSUMPTIONS:

- The City will be responsible for the formal publication of the notice of availability.
- The predominate form of publication will be electronically. The City will be responsible for preparing any hard copies or other media for distribution.
- Costs and resources for Consultant participation in the public review process are included in Task 1.
- The City will be responsible for receiving and compiling all public comments on the Draft EIS.

DELIVERABLES:

- Draft and final Notice of Draft EIS Availability Suitable for City Publication and Legal Notices and Distribution

Task 5.2.3 Draft EIS COMMENT REVIEW.

After receipt of compiled comments from the City the Consultant will analyze comments for significance and identify which comments may result in the need for additional technical work or analysis in the Final EIS and which comments can be provided with a response based on information already contained in the Draft EIS. If additional technical work is needed it will be described and additional costs identified.

Assumptions:

- Up to 100 substantive comments will be reviewed.
- No technical analysis will be completed during this effort.

DELIVERABLES:

- Summary memorandum identifying potential need for additional technical analysis
- Summary Matrix of Substantive Comments and Method of Response

Task 5.3. FINAL ENVIRONMENTAL IMPACT STATEMENT (FINAL EIS).

Following receipt of the comments on the Draft EIS, a Final EIS will be completed to consider the public and agency comments on the Draft EIS. The EIS will then be updated to reflect the potential ways in which comments can be addressed. The content of the Final EIS is dependent on the comments received but could include the need to conduct additional technical analysis. At a minimum, the comments must be addressed and a Final EIS issued. The Final EIS will consist of an update to the Draft EIS with the compiled public comments. Typically, the scope of work for a Final EIS is completed after the comment period is over and more certainty on additional

analysis is available. The Final EIS must be issued at least 60 days prior to the final action of adopting the plan. Consultant efforts associated with the Final EIS is dependent on comments received and could include additional technical analysis. A placeholder of \$50,000 has been included to complete the Final EIS. Formal deliverables and Consultant costs will be in a separate scope of work developed based on the comments received on the Draft EIS.

TASK 6. PROJECT MANAGEMENT AND ADMINISTRATION.

This task includes directing the daily activities of the consultant team, ensuring resources are provided to meet the project needs and monitoring progress consistent with contract requirements; for overall workflow and integration of the project team and primary client contract for contracting; overall work progress, project changes and any project issues.

Project management administration activities will occur for the duration of the project as necessary for the delivery and execution of all tasks contained in the scope of work and that work progresses according to the scope, schedule, and budget. Project management and administration will include:

KICKOFF MEETING.

An initial kickoff meeting will be conducted between the City Project Manager and Contract Project Manager and Deputy Project Manager upon receipt of the notice to proceed. This meeting is intended to prepare for the initial scope of work elements and to prepare for the larger kickoff meeting workshop.

KICKOFF WORKSHOPS.

The Consultant shall coordinate with the City to prepare for and conduct a detailed kickoff workshop to start the project and orient all project team members to the purpose of the project, how it will proceed, and other details. The workshop will start with an initial 1-hour meeting with the entire City project team and Consultant tasks consultant team followed by four, two hour breakout sessions based on the Tasks. The City and Consultant will agree to the disciplines and attendees for each breakout session based on the Tasks and anticipated workflow. The breakout sessions will be used to convey the importance of the project and confirm the overall goals so that everyone has a shared understanding and to generate the excitement and energy that will carry throughout the project. The Consultant will also seek to understand from the City the key issues, concerns, and ideas beyond those in the RFP. Project details such as the project management structure and plan, lines of communication, the process and schedule for all project elements, and our communication and engagement strategy will also be covered. This includes the community and stakeholder committee structure and how they work together, the process for establishing contracts with community partners, and launching the project on Be Heard Vancouver.

PROJECT MANAGEMENT PLAN.

The Consultant will develop a project management plan outline the scope of work/work plan, communication and authority, staff and client roles and responsibilities, schedule including key milestones, invoicing details, contracting, quality control plan, records retention, safety plan and

risk management plan for the project. The project management plan will specify the electronic platform that will be used by the City and the Consultant for maintaining access to draft and final deliverables, meeting summaries and minutes, progress reports and invoices and other communications between the City and Consultant. The Project Management Plan will be updated every six months throughout the project if needed.

PROGRESS MEETINGS.

The Consultant will prepare for and attend progress meetings every two weeks with the City throughout the duration of the project. The meetings will be conducted with the City's project manager to review progress, confirm next steps, and forecast scope or schedule changes. The Consultant will prepare a standing agenda for check-in meetings and summary notes for each meeting which will include a register of action items, deliverables, project meetings and summary of items discussed.

MONTHLY INVOICES AND PROGRESS REPORTS.

The Consultant will provide monthly invoices and progress reports to track progress against the scope and ensure budget resources are allocated efficiently. The progress reports will include the time period covered by the report, summary description of work performed, notice to the City raising any issues or concerns that could require a contract amendment/supplement, a summary of completed and/or upcoming project milestones, and action items needed from the City for project delivery.

SCHEDULE.

The Consultant will develop and maintain a project schedule throughout the project. The Consultant will develop and maintain a project schedule throughout the project (Microsoft Project format). The schedule will include all details that are identified in the work plan and correspond to deliverables, milestones, and project workflow. The schedule will be used to actively manage and monitor the work and will be formally updated at least four times.

ASSUMPTIONS:

- The City Project Manager will be responsible for overall management and direction for the project. The Consultant project manager is responsible for coordination and direction of the project team.
- Kickoff meeting will be conducted at City Hall.
- Four kickoff workshops will be conducted at City Hall and will last no more than 2 hours each.
- Progress meetings will be conducted every two weeks for the duration of the project, will be one hour in length, attended by two Consultant staff, and will be held at Vancouver City Hall or virtually.
- Progress meeting summary notes will be approximately 1 to 2 pages long.
- Invoices will include projects costs for the time period covered and total cost to date per task.

- The City will establish and maintain an electronic file and information sharing platform to share and access iterative and final work products, meeting summaries and minutes, progress reports and invoices, and manage communications between the City and the Consultant team. The Consultant will utilize this platform for the above purposes. The City will be responsible for all costs to utilize the platform and be responsible for establishment and maintenance needs.
- The project schedule will be updated up to 8 times during the Project.

DELIVERABLES:

- Draft and final project management plan.
- Kickoff meeting agenda and summary
- Kickoff workshop agendas and summaries (4)
- Agendas for check-in meetings.
- Summary notes from check-in meetings.
- Monthly invoices and progress reports.
- Microsoft Project schedule updated 4 times

TASK 7. CONTINGENCY.

Due to the project time period and potential for change as part of the public co-creative process this task provides a contingency to expedite additional work in support of the project. Work under this task includes budget for new task scopes to be developed and approved in advance by the City under a time and materials budget. Work under this task would not be undertaken without development of a formal scope approved in advanced by the City.

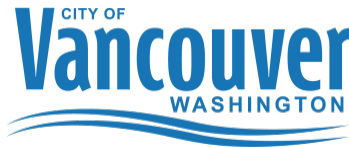
Assumptions:

- No work will be completed under this task without prior documented approval by the City.
- The City and Consultant will agree on a general cost for specific work under this task prior to initiating the work and this task represents 15% of the total of all other tasks.

Deliverables:

- To be mutually determined in writing by the City and Consultant

Task	Fee
TASK 1.COMMUNITY PARTNERSHIP, ENGAGEMENT, INVOLVEMENT, AND CO-CREATION	\$555,115.00
Task 1.1 PI Plan and Equity Strategy	\$43,101.00
Task 1.2 Advisory Groups	\$378,528.00
Task 1.3 Project Brand and Identity	\$22,453.00
Task 1.4 Broad Community Engagement	\$57,565.00
Task 1.5 PC and CC Meetings	\$22,523.00
Task 1.6 Engagement Summary	\$30,945.00
TASK 2.COMPREHENSIVE PLAN UPDATE	\$988,185.00
Task 2.1 Community Atlas and Visioning	\$123,458.00
Task 2.2 Land Use	\$166,980.00
Task 2.3 Housing	\$136,884.00
Task 2.4 Equity	\$101,358.00
Task 2.5 Climate, Environment, Community Health, Sustainability and Resiliency	\$116,684.00
Task 2.6 Economic Opportunity	\$95,803.00
Task 2.7 Parks, Recreation, Open Space, and Community Well-Being	\$59,077.00
Task 2.8 Transportation and Mobility	\$92,540.00
Task 2.9 Infrastructure, Public Facilities, Services, Utilities, and Ports	\$42,708.00
Task 2.10 Comprehensive Plan Document	\$52,693.00
TASK 3.LAND USE AND DEVELOPMENT CODE UPDATE	\$260,070.00
Task 3.1 Title 20 Audit	\$21,293.00
Task 3.2 Title 20 Update	\$214,364.00
Task 3.3 Development Impact Fee Structure	\$24,413.00
TASK 4.IMPLEMENTATION	\$72,451.00
TASK 5.ENVIRONMENTAL IMPACT STATEMENT	\$254,542.00
Task 5.1 Scoping	\$8,728.00
Task 5.2 Draft EIS	\$194,112.00
Task 5.3 Final EIS	\$51,702.00
TASK 6.PROJECT MANAGEMENT AND ADMINISTRATION	\$150,779.00
EXPENSES	\$71,900.00
Tasks 1-6 Subtotal	\$2,353,042.00
TASK 7.CONTINGENCY	\$352,956.30
TOTAL	\$2,705,998.30



REQUEST FOR PROPOSALS (RFP) #34-22: COMPREHENSIVE PLAN UPDATE & TITLE 20 LAND USE CODE UPDATE

<u>Request for Proposals Information:</u>	<u>Submit Proposals to:</u>
RFP NUMBER: 34-22 RFP TITLE: Comprehensive Plan Update & Title 20 Land Use Code Update DATE ISSUED: 7/15/2022 CONTACT PERSON: Josh Francis EMAIL ADDRESS: Joshua.Francis@cityofvancouver.us CONTACT PHONE: 360-487-8427 PRE-SUBMITTAL MEETING: 08/03/2022 QUESTIONS DUE: 08/12/2022 ADDENDUM DUE: 08/17/2022 RESPONSES DUE: 08/24/2022	Procurement Portal: cityofvancouver.bonfirehub.com For delivery in person, by courier, UPS or FedEx: Attn: Procurement Services Vancouver City Hall 415 W. 6 TH ST Vancouver, WA 98660 For delivery by the US Postal Service: Attn: Procurement Services City of Vancouver PO BOX 1995 Vancouver, WA 98668

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SECTION 1: INSTRUCTIONS AND CONTRACT INFORMATION

A. Instructions to Proposers

The City of Vancouver is seeking proposals from qualified firms/individuals for consulting services for overseeing the delivery and execution of updates to the Comprehensive Plan and the Title 20 Land Use Code.

Request for Proposal packets may be examined at: cityofvancouver.bonfirehub.com.

Questions or Requests for Clarification must be sent to Josh Francis, Procurement Specialist, via email to Joshua.Francis@cityofvancouver.us and be received by **4:00 p.m. on August 12, 2022**. Incomplete or late inquiries may not be considered. If required, an addendum addressing these matters will be issued by no later than **5:00 p.m. on August 17, 2022**.

A NON-MANDATORY Pre-Submittal Meeting will be held on August 3, 2022 at 1:00PM via Teams Meeting:

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 347-941-5324,,834091236#](#) United States, New York City

Phone Conference ID: 834 091 236#

Attendance is not mandatory for submitting a proposal. Comments by City staff will be limited to a review of the project.

The City reserves the right to cancel this Request or reject any and all proposals submitted or to waive any minor formalities of this call if the best interest of the City would be served.

Proposers may not withdraw proposals after set due date and time, unless award of contract is delayed for more than ninety (90) days.

Sealed proposals must be received by the City no later than **3:00 PM (Pacific Time) Wednesday, August 24, 2022**. Submissions received after the specified time will not be accepted. The City of Vancouver is not responsible for delays in delivery. Official delivery time shall be documented by City affixed time stamp.

Proposals submitted via the United States Postal Service (USPS) must be addressed: Procurement Services Manager, City of Vancouver, P.O. Box 1995, Vancouver, Washington 98668-1995. In some cases, acceptance of submissions requiring a signature may be delayed due to City staff not being available to sign for deliveries.

Proposals submitted in person or via courier, UPS or FedEx must be addressed: Vancouver City Hall, 415 W. 6th Street, Vancouver, Washington 98660. USPS will NOT deliver to the street address.

Proposals must be in a sealed envelope, and clearly marked **“RFP 34-22 COMPREHENSIVE PLAN UPDATE & TITLE 20 LAND USE CODE UPDATE”**

Proposals submitted electronically must be submitted through the City’s Procurement portal: cityofvancouver.bonfirehub.com. Proposals submitted by **FAX** or **EMAIL** will **NOT** be accepted.

The City is committed to providing equal opportunities to State of Washington certified Minority, Disadvantaged and Women's Business Enterprises.

The City of Vancouver in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Josh Francis, Procurement Specialist

B. Background

The City of Vancouver encompasses 48.61 square miles and has a population of nearly 194,000. Located within Clark County Washington, the City and its unincorporated Urban Growth Area are some of the fastest growing areas within the Portland-Vancouver-Hillsboro Metropolitan Statistical Area, with the City increasing 13.9% in population between the 2010 and 2020 census. The City extends along the north shore of the Columbia River, 100 miles upstream from the Pacific Ocean, and is home to Fort Vancouver, Clark College, the Port of Vancouver, and Pearson Airfield. The City serves as a hub for a variety of economic, commercial, and retail opportunities for communities in the Southwest Washington region, while also functioning as a critical node in the overall Washington/Oregon bi-state region. Vancouver is located along the Interstate 5 and 205 corridors, and is directly accessible to Portland, OR to the south via the Interstate Bridge and

Glenn L. Jackson Memorial Bridge. The City is served by C-Tran as its primary public transportation agency, and passenger rail service is provided through Amtrak's Cascade Corridor via a station west of Downtown Vancouver.

The City is responsible for vital municipal infrastructure and urban services. It builds and repairs roads, maintains water and sewer service, provides fire and police protection as well as parks & recreation programs and arts and cultural services, administers land use policy and takes an active role in reviewing Vancouver's residential, commercial and industrial development for building safety, appearance, design, and function. Vancouver has a Council/Manager form of government with a City Council comprised of the Mayor and six councilmembers who set policy and direction. The City Manager oversees the day-to-day operations of the City.

The City of Vancouver's comprehensive plan provides the overall long-term vision and policy direction for managing the built and natural environment in Vancouver and providing necessary public facilities to achieve that vision. The City adopted its first comprehensive plan under Washington's Growth Management Act in 1994 (Chapter 36.70A RCW), with a major re-write occurring in 2004, and a less substantive update occurring most recently in 2011. The most recent version of the plan establishes a target year of 2030, and many of the goals established within the plan's Centers and Corridors land use strategy have come to fruition since its adoption. Some examples include continued business & retail investment and retention and residential growth within the downtown core, significant completion of the waterfront redevelopment area, completion of planning and entitlement work to establish the Heights District, continued residential growth and a 2016 annexation near the Vancouver Mall, and implementing an equitable growth and development strategy along the Fourth Plain Corridor. Additionally, C-Tran has made significant process in establishing a high-capacity Bus Rapid Transit (BRT) network within the Community, with the Vine BRT Fourth Plain corridor completion in 2017, construction of second corridor along Mill Plain Boulevard currently in progress, and planning for a third corridor underway along the Highway 99 corridor.

The 2011-2030 Comprehensive Plan Document can be found here: <https://www.cityofvancouver.us/cdd/page/vancouver-comprehensive-plan-and-zoning-code>

The City also invites potential respondents to review a database of case studies and relevant project examples that staff has been analyzing as part of the scope development process. This database can be found here: [Precedents and Relevant Plans, Online Whiteboard for Visual Collaboration \(miro.com\)](#)

C. Introduction

The City of Vancouver is seeking a creative, forward-thinking, and multidisciplinary consultant team to lead the following efforts:

1. Update the City's Comprehensive Plan, compliant with requirements under the Washington State Growth Management Act, State Environmental Policy Act, and all other applicable regulations and requirements, [in accordance with guidance provided by the Washington State Department of Commerce](#); and
2. Amend the City's Land Use and Development Code to implement the overall policy direction established within the Comprehensive Plan Update, and address additional functional issues with the existing code identified by either City staff or the respondent.

The goal of this work is to produce an updated policy framework for land use and development decisions that is thoughtful and intentional in responding to the shifting development, demographic, economic, and social trends facing the community. This will require a comprehensive and thorough re-assessment of the vision, goals, policies, and implementation strategy of the existing comprehensive plan, and present unique, creative, and innovative solutions to the issues facing the community. The City intends for this work to be a co-creative and iterative process with members of the community, with particular emphasis on elevating the perspectives of communities that have been historically underrepresented, excluded or negatively impacted from public decision-making processes. The following categories have been identified as major policy issues within the community that will need to be addressed in a clear and concise manner with the adoption of this work:

- **Land Use, Development + Infrastructure** – how will the City account for the significant population growth occurring within City limits and our urban growth boundary, and what types of capital facilities, services, amenities, and infrastructure will be necessary to support that growth? How do we position the City for the level of growth and scale of growth needed to achieve our goals? How do we improve safety outcomes in the built environment? How will the City's Land Use Vision inform placemaking and integration of a diversity of land uses? What methodology will we establish for evaluating different land use scenarios and receiving public input on potential land use visions?
- **Housing** – how will the City plan to provide housing that is affordable and accessible to all members of the community, and address the deficit of housing at all income levels that is the result of decades of underproduction and restrictive zoning? How can providing access to housing opportunities for the most vulnerable community members improve safety outcomes and community well-being for all?
- **Equity and Opportunity** – how will the City ensure that equitable outcomes are delivered in the built environment, develop an inclusive process for co-designing policy with the community, and ensure the voices of our most vulnerable and impacted community members are a central focus of the planning and policy design process? How will the overall vision that is established in the plan inform equitable access to opportunity, employment, investment, and the benefits from those investments? Who might potentially benefit the most or the least from these outcomes?

- **Climate + Environment** – how will the City ensure that it’s land use vision delivers outcomes that further the mitigation of and adaption to a changing climate and improved public health outcomes? How do we intentionally shape growth to support our community’s climate goal of net zero emissions by 2040, reduce the community’s overall carbon footprint, ensure no net loss of critical environmental functions and processes, and support overall state greenhouse gas (GHG) emission reduction requirements?

The updated Comprehensive Plan will reflect a 20-year time horizon, with a target year of 2045 for achieving the overall vision that is established. The plan will also need to account for the City’s community-wide goal of achieving net-zero GHG emissions by 2040, and develop a land use vision that supports this target. As described in RCW 36.70a.130(4)(c), the Washington Growth Management Act will require completion of the periodic review process and corresponding updates to the Comprehensive Plan and City’s Land Use and Development Code to be adopted prior to **June 30, 2025**.

Relationship to and Coordination with Other Initiatives

Since the adoption of the 2011 Comprehensive Plan, the City has undertaken a number of related policy and planning efforts. The upcoming plan update will need to build upon, account for, and tie in various policy direction and strategies established in these respected efforts.

Currently Underway

- Climate Action Plan (Summer 2022)
- Strategic Plan Update (Q1 2023)
- Transportation System Plan Update (Summer 2023) – this will serve as the foundation for the Transportation Element of the Comprehensive Plan
- New responses to Houselessness, including Safe Stay Communities
- Diversity, Equity & Inclusion (DEI) Strategic Plan
- Interstate Bridge Replacement Program (IBRP)

Adopted or Substantially Completed

- Parks, Recreation and Cultural Services Comprehensive Plan – this will serve as the foundation for the Parks Element of the Comprehensive Plan
- Reside Vancouver – An Anti-Displacement Strategy
- Fourth Plain Forward Action Plan
- The Heights District Plan
- C-Tran current and future high-capacity transit investments and associated equitable transit investment strategy

Additionally, the overall approach taken will need to be consistent with other adopted regional policies and plans, including Southwest Washington Regional Transportation Council’s (RTC) Regional Transportation Plan (RTP), C-Tran’s Transit Development Plan (TDP), Clark County’s Comprehensive Plan and population and employment forecasts for the Vancouver Urban Growth Area, and respond to Oregon Metro’s 2040 Regional Growth Concept update.

D. Scope of Work

The overall scope of services to be delivered by the selected respondent is broken down into the following categories, tasks, and subtasks:

Project Management

The selected respondent will be responsible for overseeing the delivery and execution of all tasks contained within this scope of work. One of the City's senior planners will be designated as the project manager and primary staff liaison to the selected respondent, with the Deputy Director of Community Development playing a major role in overseeing execution of the project. Other City departments and staff will engage with the respondent as necessary and in varying capacities throughout the duration of the project. The City has the following expectations of the selected respondent as it pertains to overall project management:

1. Regular Check-in Meetings. The selected respondent shall participate in check-in meetings occurring twice monthly, with the City representative(s) for the duration of the contract. The check-in meetings are intended to provide the vendor and the City dedicated time to address ongoing project management needs and status updates throughout the life of the project.
2. Meeting Summaries and Minutes. The respondent shall be responsible for preparing a summary and next steps document for all regularly scheduled meetings that occur during the project. They shall also be responsible for preparing detailed meeting summaries for all external agency and stakeholder meetings, community-wide meetings, and advisory committee or working group meetings that occur during the project.
3. Progress Reports and Invoices. Progress reports are a formal accounting of progress made towards completing the project. Progress reports should be submitted monthly in a format approved by the City and include a description of the work completed during that time period, and status of the overall project tasks. Invoices should be submitted monthly in a format approved by the City. They should align with the progress report for that month and include costs per task as well as a total of all costs spent to date on the contract. Progress reports and invoices should be submitted concurrently and may be integrated into one document.
4. Record retention and management, and communication methods. The respondent shall be responsible for providing and maintaining an accessible method to access iterative and final work products, meeting summaries and minutes, progress reports and invoices, and manage communications between City Staff and the respondent team. Examples may include but are not limited to FTP sites, Microsoft Teams, Asana, Miro, Trello, Monday.com, Airtable or any other combination of methods that is suitable to meet the needs of the project scope and approved by City project and Information Technology staff.

5. Work Plan. The respondent shall be responsible for submitting an overall project work plan to be approved by the City, that is reflective of the requested deliverables within this scope of work. The work plan should include at a minimum:
 - Identified project milestones
 - Anticipated deliverable dates
 - Identification of internal City Staff resources and external agency participation needed for feedback and input during each phase of the project, with guidance from City Staff.
6. Elected Boards and Commissions, External Stakeholders, and Public Interaction. The respondent will be asked to engage with the City Council and members of appointed Boards and Commissions, stakeholder groups, advisory groups, external agency partners, and the general public at varying scales of intensity and frequency during the process. This includes but is not limited to work sessions with the City's Transportation and Mobility Commission (TMC), Planning Commission, Parks and Recreation Advisory Committee, and City Council.
7. Final Adoption of Works. Adoption of 1) an updated Comprehensive Plan and 2) modifications to Vancouver Municipal Code (VMC) Title 20 Land Use and Development required for this project, and approval by Ordinance as outlined in the City Charter. The respondent will be asked to participate in and assist with the preparation of presentation materials for associated public hearings with the City's Planning Commission, other Boards and Commissions as appropriate, and City Council during the adoption process. All iterative and final work product produced as part for the planning process will be owned and controlled by the City of Vancouver.

Task 1: Community Partnership, Engagement, Involvement, and Co-Creation

The City intends to develop an ongoing, iterative and co-creative process with community members to lead the work identified in this scope. The City recognizes that the extent to which this process can deliver equitable outcomes and build trust in the community is highly dependent on how the process is designed. To ensure the final comprehensive plan tangibly integrates community input, it will be important to develop a strategic engagement approach that establishes relationship building with community members, rather than extractive engagement approaches that focus solely on obtaining information from respondents. The approach should prioritize efforts that have an increasing level of impact on overall outcomes to occur early enough in the process that major decision-making milestones do not occur before key relationships can weigh in or determine outcomes. The overall engagement approach should aim to achieve the following:

- Establish clear expectations about what level of influence a community member or stakeholder's feedback will have on the overall process.
- Account for the potential power dynamics of various stakeholder groups, community forums, and other methods of obtaining, receiving, and incorporating community input,

how they may suppress valuable community feedback, and attempt to establish methods that account for this within the planning process.

- Establish concrete mechanisms for community accountability during plan development, implementation, and long term plan evaluation – how can the community play an ownership role in advancing the plan’s outcomes in the future?
- Have humility towards community knowledge bases and recognize that community members are subject matter experts on their individual lived experiences, and provide compensation for time and input provided to the process, especially for low income residents, Black, Indigenous, People of Color (BIPOC), individuals with disabilities, elders and youth, and others who have been historically excluded from and underserved by planning processes.
- Provide opportunities for education, clarification, and understanding of subject matter issues with community members in a clear and accessible manner.

Task 1 Deliverables

1. An overall project engagement strategy, to be reviewed and approved by City Staff, which should contain the following at a minimum:
 - a. Compliance with requirements under [RCW 36.70A.035](#)
 - b. A detailed description of how the respondent plans to engage members of the public, community organizations, non-profits, external partners, regulatory agencies, and special districts, in collaboration with City staff.
 - c. The public engagement structures proposed to be utilized during the process, including quantity, makeup, frequency of occurrence, and recommended compensation levels and methods. Potential structures could include, but are not limited to:
 - i. Technical Advisory Committees or working groups
 - ii. Steering Groups
 - iii. Community liaison structures or paid community advisors
 - iv. Ongoing stakeholder working groups
 - v. Community-wide meetings or engagement efforts
 - vi. Small group discussions and focus groups
 - d. Timeline for executing overall engagement strategy (to be consistent with tasks 2, 3 and 4)
 - e. A detailed process for prioritizing insights collected from disproportionately impacted, under-represented and historically excluded or marginalized (DI) community members.
 - f. Overall methodology for how community engagement insights will be collected and evaluated.
2. Public communication materials necessary to conduct identified engagement efforts, including materials and content for stakeholder and community wide meetings, virtual and in-person as appropriate.

3. Written summary and analysis of completed project community engagement to be provided to participants, stakeholders, policymakers and other interested parties as part of review and adoption of updated policies and code standards
4. A final community engagement summary that contains the following elements:
 - a. An overall assessment of public feedback and data collected during the update process
 - b. A detailed evaluation of exactly how public feedback received during the process influenced the final plan elements and outcomes

Task 2: Comprehensive Plan Update

The selected respondent will be responsible for leading the City through the process of periodic review under the Growth Management Act. The respondent will be expected to work directly with the City to develop the following:

- Principles – the plan’s overall strategy, which includes the goals, objectives and policies contained within it.
- Processes – the activities that take place during the creation and formation of the plan and defining the way in which the effort is carried out.
- Attributes – development of the content, characteristics, and all other designed components of the plan, how the plan is organized, and how it reads to its intended users.
- Implementation – the specific strategy established to activate the plan’s principles, and measure and track progress in achieving the intended outcomes over time.

With the intent of developing an iterative and co-creative process with the community, the Comprehensive Plan task is broken down into several elements that will serve as a starting point for the overall process. These elements are based on identified policy issues with significant public interest, as well as legally mandated plan elements and chapters required under the Growth Management Act. Rather than thematic organization of these tasks in the final document (ex: Housing Chapter, Climate Chapter, Utilities Chapter etc.) the plan attributes should be organized into chapters based on categories that are easy, meaningful, and accessible to the general public, and account for the interrelationship of these elements with one another. The final comprehensive plan document and all tools and methods used for public facing community engagement shall be developed under a common design theme or brand that is visually compelling, clear to its intended reader and audience, and compliant with the City’s adopted style and writing guide. These chapters should each contain a vision, identify their own goals and policies, and identify implementation measures that relate to deliverables under Task 3 (Land Use and Development Code Updates) and Task 4 (Implementation). The overall plan vision will need to be reflective of City Council and community core values, and the respondent will be asked to work closely with the ongoing Strategic Plan Update and Transportation System Plan Update process to ensure alignment exists between the high-level values established in these processes.

Is it intended that additional areas of focus, concern, or re-evaluation of contemplated plan elements, plan organization, and accompanying work product may shift as reasonable and practicable based on community engagement efforts described in Task 1. The City expects the selected respondent to provide subject matter expertise and recommendations as necessary to identify any additional project elements, strategies, or approaches not explicitly outlined within this scope, in order to meet the overall intent of this effort. This may include modifying the approach to evaluate additional elements or focus areas, analyses, and engagement methods at the discretion of the City, so long that the identified plan elements comply with [RCW 36.70A.070](#).

Task 2 Elements

- Land Use + Development (see task 2a)
- Housing (see task 2b)
- Equity (see task 2c)
- Climate, Environment, Community Health, Sustainability and Resiliency (see task 2d)
- Infrastructure, Public Facilities and Services, Utilities, and Ports
- Transportation and Mobility
- Parks, Recreation, Open Space, and Community Well-Being
- Economic Development and Opportunity

Task 2 Data Needs.

1. A comprehensive review of all existing City plans, policies, procedures and regulations aimed at understanding how they relate to the Comprehensive Plan, and any differences or tensions within high level guiding goals and principles that need to be addressed and resolved within the Plan.
2. An inventory and analysis of Census and American Community Survey data and other publicly and privately available data sources to understand key community demographic and community health trends, changes in demographics over time, and identify key metrics for monitoring overall plan progress.
3. Development of a geospatial database containing both two- and three-dimensional capabilities that can be utilized by City Staff and the respondent to holistically evaluate data generated throughout the comprehensive plan update process. It is desired that the database would be utilized to help members of the public understand outcomes from proposed development regulations and growth scenarios, such as form, scale, intensity, spatial distribution, appearance, and design. This could occur both through in-person engagement events or soliciting feedback and input online. Platforms may include ArcGIS Urban, City Engine, Urban Footprint, or other alternatives.

Task 2 Deliverables.

1. Final comprehensive plan document (digital and hard copy formats), containing goals, objectives and policies for each plan element.

2. Appendices to the primary comprehensive plan document. This may include charts, graphs, analyses, technical memos, best practices research and information removed from the primary document for clarity and readability purposes, and components of the SEPA evaluation under task 5 as necessary.
3. An executive summary of the plan, intended to be accessible to broad, non-technical audiences.
4. Digital version of plan, interactive maps, data dashboards or other relevant digital content to be hosted for public consumption on either the City's website or a standalone site, as appropriate.

Task 2a: Land Use + Development

One of the primary components of the comprehensive plan update will be to re-evaluate the existing plan's centers and corridors framework and develop a strategy that is responsive to community needs and aligned with core policy objectives in other areas of the plan (for example: climate, equity). The City is looking for this strategy to accomplish the following:

- Establish a place-specific approach to supporting both major residential and employment growth nodes, commercial corridors, as well as smaller neighborhood-centric focus areas within the City. These focus areas should define the mixture of places and services that residents should have access to within a 15-minute walkshed and within each node, and a range of housing typologies, mix of land uses, and inclusionary housing opportunities.
- Establish residential density thresholds needed to accommodate growth in alignment with climate goals, support the viability of commercial services and retail opportunities, ensure reliable and frequent public transportation options, and maintain the ability of the City to provide public infrastructure and municipal services to its residents in a sustainable manner as it continues to grow. Density thresholds will need to be consistent with adopted growth forecasts and the applicable Buildable Lands Program under RCW 36.70a.215.
- Foster the development of land use patterns that support active transportation modes as the most viable and preferred option for commute trips and secondary trips, meeting overall mobility and accessibility needs in the community, reduce auto-dependency, and lead to community-wide reductions in vehicle miles traveled (VMT) and transportation related greenhouse gas emissions.
- Apply a logical approach to the spatial distribution, strategic placement, and potential integration of residential, commercial, industrial, and other land uses necessary to meet the City's equity, climate and safety goals.
- Establish methods for creative placemaking, and the thoughtful integration of urban parks, plazas, public art, open space and trail systems into the designated growth framework, with sustainable long-term approaches to financing the acquisition, development and maintenance of these facilities.
- Account for and guide growth occurring within the unincorporated Vancouver Urban Growth Area in a logical manner and develop a cohesive approach to annexation that informs the plan's overall principles.

- Establish a specific strategy for continued housing and employment growth within Downtown Vancouver, desired urban design outcomes, and the proportion of high-density urban development and amenities contained within the downtown area, compared to future growth nodes in the City. This strategy will build off existing planning work and City policies, include a node-specific focus on west downtown, and serve as the foundation for future modifications to the existing Vancouver City Center Vision & Subarea Plan and planned action EIS.
- Successfully integrate with, and be informed by, policy direction established within the City's Transportation System Plan.

This subtask will require a number of data needs and analyses that should be reflected within the final deliverables.

Task 2a Data Needs

1. An alternatives analysis of at least three potential land use frameworks, compared against a "no action alternative", and the identification of a preferred alternative based on this analysis, in compliance with the State Environmental Policy Act (SEPA).
2. Visual representations of urban form options for varying densities and mixes of uses associated with each framework alternative.
3. An analysis of the performance and function of existing commercial, office, and industrial lands within the City, and what changes will need to occur specific to each to support the plan's identified land use framework.
4. An analysis of commercial, office and industrial land use trends over the last 20 years, and projection of future land use needs in each of these respective categories.
5. An analysis of the City's existing parking supply, existing demand, and projected future demand based on land use, neighborhood, underlying urban form, and potential changes in mode split based on the plan's identified land use, climate, and transportation frameworks.
6. Evaluate opportunities for Transit Oriented Development associated with planned transportation system improvements, including ongoing and future investment in C-Tran's Bus Rapid Transit (BRT) network and Light Rail Transit (LRT) constructed by the Interstate Bridge Replacement Program.
7. An analysis of the pro-forma inputs into commercial and industrial development costs, and how they relate to site design considerations (optimal site sizing, placement, frontage requirements, etc.).

Task 2a Deliverables

1. Updated Comprehensive Land Use Map, containing the plan's overall land use vision and framework, applied city-wide on an individual property basis. The map will identify key growth nodes and corridors for the City to build and establish policies around, that integrate with the other key elements requested in this scope. The map shall be based on a logical and defensible assessment of buildable land inventory within the City and its

urban growth boundary, growth projections and assumptions established in the plan, as well as all other relevant inputs from the plan's principles.

2. Definition of land use designations identified in the Comprehensive Land Use Map, with general intent of the designation and corresponding City Zoning Districts
3. Perform an update to the City's Annexation Blueprint plan, to contain a formalized strategy for annexation of lands within the Vancouver Urban Growth Area which integrates with the overall land use vision established in this task. Outcomes and guidance on this task will be based on ongoing dialogue and direction from both City and County Staff and Leadership.

Task 2b: Housing

Housing affordability, and the overall supply of housing as the community grows, is an ongoing challenge that most directly impacts low to moderate income households and has contributed to increased displacement of cost burdened households and a lack of housing security for many community members. To respond to this increasingly prevalent issue and comply with recently modified state regulatory requirements, an overall housing strategy will be established that aims to increase overall housing supply and affordability within the community for populations most vulnerable to displacement and gentrification. This approach should incorporate and build off the City's existing approach, define a clear and concise vision for housing that is context sensitive and responsive to community needs, while contemplating all potential policy tools, strategies, and methods available. This includes but is not limited to financial or regulatory incentives, allowance of additional housing types currently prohibited by City zoning standards or not being delivered by the private market, the allowance of other housing types within primarily single-family zoning districts (i.e. Middle Housing), affordable housing policies, and voluntary inclusionary zoning measures.

Task 2b Data Needs

1. An inventory and analysis of existing and projected housing units necessary to manage projected growth in the community, broken down into the following categories:
 - a. Units for moderate, low, very low, and extremely low-income households;
 - b. Emergency housing, emergency shelters, and permanent supportive housing.
2. An assessment of housing trends in the Portland-Vancouver- Hillsboro MSA, Clark County, the City of Vancouver, and the Vancouver Urban Growth Boundary.
3. An assessment of the pro-forma inputs into housing costs (land acquisition, construction, building materials, off-street parking requirements, entitlement costs and impact fees, etc.), analyzed by housing type (single family, middle housing, multifamily, accessory dwelling), based on current and projected future market conditions within the City of Vancouver, and a comparison to how these factors compare to regional and national precedents.

4. An assessment of residential price points broken down by new construction versus existing stock, by housing type and size, and by ownership status, and how these trends have changed over time.
5. An assessment of how missing middle housing (duplex, triplex, townhomes, stacked flats and other multi-family housing typologies), or other underutilized, unconventional, or alternative housing types within the City can support overall housing goals within sufficient land capacity.
6. An assessment of potential land use and development code and zoning map changes that may be needed to meet projected housing needs described above in subtask 1.
7. An analysis of racially disparate impacts in housing policy and regulation, for compliance with requirements under [House Bill 1220](#).

Task 2b Deliverables

1. A plan element that successfully incorporates the goals of this subtask and is fully compliant with requirements under RCW 36.70a.070(2), and cohesively integrates into all other aspects of the final, adopted comprehensive plan. This element shall include creative, innovative, and forward-thinking strategies to deliver the additional housing supply needed for the City to meet its established goals. This may include financial, regulatory, incentivization, building materials, construction methods, design methods, expanded housing typologies and other potential strategies.
2. A housing needs assessment based on data generated in this subtask.
3. A public facing housing data dashboard that provides City staff and members of the public ongoing data about the City's progress in meeting its overall housing goals.
4. Establishment of definitional language within overall housing strategy, to provide clarity during the implementation process between various City departments, and between City staff and the public.

Task 2c: Equity

It is essential that the respondent's approach is designed and executed with equity as a central focus, to ensure that the plan update is reflective of City Council's stated goal of prioritizing of equity and inclusion within the City. The plan will need to acknowledge systemic issues that continue to perpetuate inequities based on race, ethnicity, national origin, income, gender, age, household composition and other identity factors in our society, and the role that historic government actions have played in fostering these outcomes and contemplate practical and effective solutions to address them within our community. The overall approach should aim to accomplish the following:

- Foster outcomes that promote the wellbeing, vitality, prosperity, and quality of life for all community members.
- Improve process equity within City functions related to the built and natural environment.
- Build off of, integrate with, and further ongoing equitable development work currently being conducted by the City, and be developed in close partnership with the City's office of Diversity, Equity, and Inclusion, and align with the City's DEI Strategic Plan.

- Account for equitable outcomes within the transportation system, and build off of the work that C-Tran and the City have made towards developing an equitable multimodal and public transportation network in the community.

Task 2c Data Needs

1. Identification of populations most directly vulnerable and impacted from potential policy outcomes associated with this planning effort, building off previous work conducted during the Reside Vancouver Plan, Fourth Plain Forward Plan, the Heights Equitable Development Strategy, and the City's Equity Index and Displacement Risk Assessment Tools.
2. An examination of both the intentional and unintentional net benefit or harm that plan goals, strategies, policies and outcomes may have on identified community members.
3. Evaluation of historic barriers to wealth creation, upward mobility, and access to opportunity within the City of Vancouver based on race, ethnicity, national origin, gender, age, household composition, and other identity factors.
4. Review and assessment of best practices for engaging disproportionately impacted and historically marginalized community members in public processes.
5. Integrate strategies and tools identified in existing equitable development policy documents, including the City's Equitable Transportation Investment Strategy and the Heights District Equitable Development Strategy.

Task 2c Deliverables

1. Successful incorporation of the goals and data developed from this subtask into all aspects of the overall engagement strategy developed in task 1, and the final, adopted comprehensive plan. Creation of a standalone element may also be delivered depending on the overall approach, policy direction from the City, or professional recommendation from the respondent.

Task 2d: Climate, Environment, Community Health, Sustainability and Resiliency

Recognizing the relationship between a rapidly changing climate and the livability, resiliency, and sustainability of the community, an emphasis has been placed on integrating a strong climate action strategy into all aspects of the City's operations and planning. Integrating the comprehensive plan update process with the ongoing development of the City's Climate Action Plan (CAP) will be necessary to ensure the land use vision articulated in the Comprehensive Plan and operationalized in updates to the zoning code as well as other implementation steps are guided by the City's target of 100% reduction in local GHG emissions by 2040. The respondent will need to incorporate best practices, strategies and approaches in climate action planning, environmental planning, environmental justice, resiliency planning, and planning for human health and well-being into the overall approach. This approach should be designed to achieve the following:

- Ensure no population group is disproportionately impacted by the localized impacts of climate change, avoid creating or worsening environmental health disparities, and provide opportunities for vulnerable communities to benefit from improvements associated with addressing climate change.
- Deliver strategies and land use outcomes that further the mitigation of, and adaptation to a changing climate, prepare for climate impact scenarios, foster resiliency to climate impacts and natural hazards, and protect environmental, social, economic, human health and safety.
- Recognize the role that past and current systems (energy production and distribution, water, stormwater, fossil fuels, food, materials, waste, and monetary) have on the natural environment, and develop concepts, strategies, and approaches designed to *interface* our systems with the natural environment, rather than exist separately from, or negatively impact it. Manage growth and development of the built environment while sustaining or enhancing the processes and functions of the natural environment.
- Establish specific measures that result in reductions in overall GHG emissions from the transportation and land use sectors needed to meet the emission reductions target established in the City's Climate Action Plan and requirements under state law.
- Account for ongoing growth and development within Vancouver's Urban Growth Area (VUGA), and how it relates to the City's strategy of meeting its emission reduction and environmental management goals, and appropriately interfacing with the updated annexation plan developed as part of this process.
- Account for the relationship between community-wide GHG emissions, land use, and the overall transportation system, and result in reduced community Vehicle Miles Traveled (VMT) and transportation-related GHG emissions.
- Strategically integrate green infrastructure and the utilization of parks and open space to improve ecosystem functions, stormwater management and treatment, reduce the impacts of heat stress, improve local air quality, sequester carbon, and enhance community health and wellbeing.

Task 2d Data Needs

1. Modeled GHG reductions resulting from each land use framework alternative identified in task 2a. Each estimate shall use 2007 emission levels as the baseline year for this analysis, with 2040 as the projection year.
2. An assessment of urban form changes, density targets, potential modifications to the City's public right-of-way configuration and overall transportation network, and other best practices that would be needed to support community wide GHG reduction goals.
3. Identification of natural areas resilient to climate impacts, and vital habitats for pollinator and endemic as well as adaptive species and key migration routes.
4. Inventory of publicly available data sources on Criteria Pollutants, Hazardous Air Pollutants, and other air pollutant levels within the community.

Task 2d Deliverables

1. A plan element that successfully incorporates the goals of this subtask, and cohesively integrates into all other aspects of the final, adopted comprehensive plan.

Task 2e: Economic Opportunity

It is essential that the comprehensive plan update considers a thoughtful and holistic approach to economic development, how the City's land use and growth strategy informs economic opportunity and who has access to such opportunities and the benefits generated by economic growth resulting from public and private investment. The respondent will need to be able to evaluate traditional and innovative approaches to economic development through an equity lens, and develop solutions that intentionally seek to provide equitable public benefit and increase access to opportunity for all residents in the community. The overall approach should aim to accomplish the following:

- Cohesively integrate economic development with access to equitable opportunity, and ensure the benefits of growth and progress are distributed equally.
- Incorporate strategies to shift local economic activity to regenerative processes with holistic production and consumption cycles, and consider sustainable and environmentally friendly outcomes within the overall approach.
- Support existing businesses startup, growth and retention and reduce displacement risk.
- Support entrepreneurship, workforce development, and equitable access to economic opportunity in the community.
- Support the development of infrastructure that attracts community investment and partnership opportunities.

Task 2e Data Needs

1. Analysis of public and private data sources related to economic activity and prosperity, employment, business creation and retention, entrepreneurship, investment flows, access to capital, and income levels in the community.

Task 2e Deliverables

1. An element covering economic opportunity, which builds off priorities established in task 1, the overall land use vision and strategy established in task 2a, and the data and analysis derived from this subtask. This element shall contain the minimum requirements noted under RCW 36.70a.070(7), and be integrated closely with the overall equity strategy defined in task 2c.
2. A strategic plan to guide the City's economic development actions within the context of the regional economic development strategy adopted by the Columbia River Economic Development Council (CREDC). The plan should highlight the City's role in supporting small businesses and entrepreneurs, with an emphasis on strategies for strengthening the environment for BIPOC and women-owned businesses and businesses that provide living wage opportunities for Vancouver residents.

Task 2f: Other Elements

This subtask reflects all other potential plan elements not covered in subtasks 2a-2d, that are either 1) legally required under the Growth Management Act, 2) emerge as a priority through the co-creative and iterative policy design process with community members, or 3) are a professional recommendation of the selected respondent.

Task 2f Data Needs

1. Forecasted needs for capital facilities based on the preferred land use scenario alternative identified in task 2a.
2. All other potential data needed to support potential plan elements and ongoing monitoring under this subtask.

Task 2f Deliverables

1. Successful incorporation of the goals and data developed from this subtask into all aspects of the final, adopted comprehensive plan.
2. An element consisting of requirements for transportation under RCW 36.70a.070(6), that successfully integrates the in-progress Transportation System Plan (TSP) update, and thoughtfully accounts for the intersection between transportation, land use, GHG emissions, access to economic opportunity, and environmental impacts.
3. A Capital Facilities plan consisting of requirements under RCW 36.70a.070(3), that provides an inventory of existing capital facilities and an adequate forecasting of future facility needs with an identified financing plan, that supports sustainable long term asset management, deploys strategies to improve the resiliency of the community's infrastructure, adapts to the localized impacts of climate change, and can support the overall land use vision and growth strategy that is established within the Comprehensive plan. Capital Facilities included in this plan shall include at a minimum, the statutory definition of "*Capital Facilities*" within Washington Administrative Code Section 365-195-315(2)a. The plan should be consistent with current policy direction and existing strategic planning efforts for public utilities in the City, and prioritize the following:
 - a. Improve water and air quality for better public health and environmental protection
 - b. Provide capacity to support projected population growth and economic vitality
 - c. Improve natural areas and community livability
 - d. Reduce flooding, seismic, and security risks, including those associated with climate change
 - e. Effectively manage stormwater flows
 - f. Replace aging infrastructure
 - g. Identify more sustainable practices that beneficially utilize existing resources

The capital facilities plan shall also provide high level cost estimates of capital facilities needed to support the three potential land use frameworks identified in task 2a, prior to commencement of the draft Environmental Impact Statement (DEIS) stage under task 5.

4. An element consisting of requirements for parks and recreation under RCW 36.70a.070(8) that furthers the City's recently adopted Parks, Recreation and Cultural Services Comprehensive Plan, mobilizes strategies to integrate exceptional facilities into key growth nodes for the City, and implements required parks and recreation facilities established under the capital facilities plan. Funding for parks and recreation facilities shall be considered as a component of the capital facilities forecast under section 3 above, and shall include a financial analysis of Non-Residential Park Impact Fees as a sustainable long term funding method for the delivery of such facilities.

Task 3: Land Use and Development Code Update

In addition to delivery of a final comprehensive plan, the respondent shall provide, or subcontract with an additional vendor to comprehensively update the City's Land Use and Development Code ([Title 20 of the Vancouver Municipal Code](#)) as necessary to execute short to mid-term implementation of the vision, goals, and policies of the plan. The City expects the drafted Land Use and Development Code regulations to meet the following requirements:

- Contain clear and concise language, and clearly emphasizes the intent behind each regulation.
- Provides a friendly user experience, and can be easily and accurately interpreted by the general public, the development community, community nonprofit organizations, and other applicable parties.
- Be organized in a logical and efficient manner.
- Utilize principles of form-based land use regulation, rather than traditional Euclidian methods that primarily focus on separation of land uses.
- Contributes to high quality urban design outcomes in the community.
- Accurately reflect the overall vision and goals instituted within the Comprehensive Plan.
- Effectively mobilizes the plan's short to mid-term implementation strategy.
- Comply with all applicable local, state and federal laws and regulations.
- Identifies and resolves any overriding conflicts with existing regulations within the Vancouver Municipal Code.

It is expected that the respondent will conduct outreach with technical partners, external regulatory agencies and special districts, and the general public on draft code language and overall regulation concepts. Commencement of work on the deliverables in Task 3 may occur prior to the adoption of the Comprehensive Plan and may be combined with community engagement and outreach efforts included with that task if done in a logical manner.

Task 3 Data Needs.

1. An overall audit of the City's Land Use and Development Code, evaluating existing strengths, weaknesses, and opportunities as it pertains to implementing the overall strategy identified in the Comprehensive Plan update.

2. Evaluation of existing development impact fee structures, and the viability and sustainability of these structures in meeting the overall land use strategy and vision established within the plan, within the constraints of applicable state law and regulation.
3. A set of recommendations provided by the respondent, resulting from the audit, and necessary changes needed to implement the short to mid-term goals and strategies of the comprehensive plan.

Task 3 Deliverables

1. Fully updated Title 20 code language, reflective of technical feedback and public input received during the update process.
2. An annotated summary of public comment received during the ordinance update process, describing how the draft ordinance was modified based on input received.

Task 4: Implementation

The selected respondent shall be responsible for developing a detailed implementation strategy to activate the goals and policies established under Task 2. The strategy shall differentiate between implementation items that will be covered under the Title 20 Code Update in Task 3 and those that will occur under separate efforts. Recommended implementation measures should account for the fiscal, political, resource, and capacity constraints the City may have in pursuing any individual strategy, rank measures on a short, medium, and long term timeframe, and assign value to each implementation item based on effort, risk, alignment with City priorities, and potential benefit and impact. The implementation elements shall be organized and correspond to each chapter within the plan, and may be embedded within each chapter or be included as a standalone appendix, based on the professional recommendation of the respondent and consultation with City staff.

Task 4 Data Needs.

1. Research into availability of data sources, and reliability of data sources for tracking and measuring ongoing implementation of the plan.

Task 4 Deliverables

1. A final implementation strategy (can be included within the final comprehensive plan document or as an appendix), that includes a final set of recommendations needed to implement the plan developed under task 2. The strategy will include an overall list of Best Practices and known strategies that the City can mobilize to activate the plan's strategy and appropriately connect them to departments and work groups within the City.
2. List of implementation metrics, which will be used to assist staff and the general public to track and measure ongoing progress of the plan's implementation over time.

Task 5: Environmental Impact Statement

It is anticipated that the work identified in this scope will trigger an Environmental Impact Statement (EIS) under the Washington State Environmental Policy Act (SEPA). The selected consultant shall assist the City as the lead agency in preparation of all functions and responsibilities necessary to comply with SEPA requirement as it pertains to the adoption of both the Comprehensive Plan Update and update to the City's Land Use and Development Code. This includes but is not limited to: 1) coordination of the Environmental Impact Statement (EIS) scoping process, 2) completion of a Draft Environmental Impact Statement (DEIS), 3) coordinating the public comment process on the DEIS, 4) reviewing and responding to public comments received on the DEIS, 5) preparation of a Final Environmental Impact Statement (FEIS), and if necessary 6) assisting with any SEPA related appeals. The land use framework alternatives described under task 2a shall be equivalent to the alternatives evaluated under the SEPA process.

Task 5 Deliverables

1. Plan, coordinate, and participate in all required SEPA EIS scoping meetings and public comment meetings on the draft EIS
2. Assist in identifying scoped impacts and issues associated with developed alternatives and the non-project action identified in task 2a, and identifying additional information, studies, or efforts needed to adequately develop a scope for the EIS.
3. Review public comments on the EIS scope and Draft EIS and coordinate responses.
4. Assemble all necessary project documentation required to comply with SEPA within an Final Environmental Impact Statement for the updated Comprehensive Plan.
5. Coordinate with Washington Departments of Ecology and Commerce and additional regulatory entities as necessary to execute the SEPA process.

Budget

The City will allocate budget for this project in alignment with the contract approved by the City Council. No total budget has been set for this project, but budget will be a component of the City's review process and contract finalization with the selected consultant team will be dependent on agreement on a final scope, timeline and budget, with additional details to be determined post selection process but prior taking a complete contract to the City Council for approval.

Project Timeline and Process

The Washington Growth Management Act will require completion of the periodic review process and corresponding updates to the Comprehensive Plan and City's Land Use and Development Code to be adopted prior to June 30, 2025. The City understands the need to allow flexibility in the project timeline for a project of this scale and nature, and has provided the following as a general outline for the overall project schedule:

- November / December 2022: Project kickoff meeting.
- April, 2023: Formation and recruitment of technical advisory groups, community liaison structures, steering groups, or other frequently occurring community engagement structures (Task 1) substantially completed.
- Q2, 2024: Substantial completion and delivery of a draft comprehensive plan and implementation strategy to City Staff for review.
- Q3, 2024: Release Draft EIS (Task 5).
- Q3, 2024: Delivery of draft code language (Task 3) to City Staff for review.
- Q1, 2025: Target delivery date for Final EIS (Task 5).

E. Approximate RFP Selection Timeline

RFP Issued:	July 15, 2022
Pre-Proposal Meeting:	August 3, 2022
Questions Due:	August 12, 2022
Final Addendum Issued:	August 17, 2022
PROPOSALS DUE:	August 24, 2022
Expected Notice to Proceed	October, 2022

F. Addendum

It is the sole responsibility of the proposer to learn of Addenda, if any. Such information may be obtained at: cityofvancouver.bonfirehub.com. The City of Vancouver accepts no responsibility or liability and will provide no accommodation to proposers who fail to check for addendums and submit inadequate or incorrect responses.

G. Information

Questions or Requests for Clarification must be sent to Josh Francis, Procurement Specialist, via email to Joshua.Francis@cityofvancouver.us and be received by **4:00 p.m. on 08/12/2022**. Incomplete or late inquiries may not be considered. If required, an addendum addressing these matters will be issued by no later than **5:00 p.m. on 08/17/2022**.

H. General Information Form

The GENERAL INFORMATION FORM, on the next page, is designed to serve as the cover sheet. Do not attach cover letters, title pages, or blank sheets ahead of this form, nor substitute letterhead paper for it. If additional space is needed, plain paper may be attached behind this form. This form must be signed by a person authorized to submit proposals and enter into contract negotiations on behalf of your agency. This individual must be at least 18 years of age. **Failure to submit this form may result in your proposal being deemed non-responsive and rejected.**

SECTION 2: PROPOSAL SUBMITTAL AND EVALUATION INFORMATION

GENERAL INFORMATION FORM

RFP# 34-22 COMPREHENSIVE PLAN UPDATE & TITLE 20 LAND USE CODE UPDATE

This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your entity. **To be considered for this project, the submittals must be completed in accordance with this RFP and this RFP cover sheet must be attached.**

Failure to submit this form may result in your proposal being deemed non-responsive.

Authorized Official (Signature)

Date

Print Name of Authorized Official

Title of Authorized Official

Company Name

Contact Person

Address

City, State, Zip

Phone Number

Fax Number

E-Mail Address

Federal Tax ID #

NOTE: It is the sole responsibility of the Consultant to learn of Addenda, if any. Such information may be obtained at cityofvancouver.bonfirehub.com.

A. Submittal Requirements & Procedure

Submittal Requirements: Proposals should be concise and only include information requested.

- Proposals can be submitted via the Procurement Portal or in hard copy through USPS, FedEx or UPS. Proposals submitted electronically do not need to be submitted in hard copy.
- Proposers submitting in person or through a courier, UPS, USPS, or FedEx are to provide: **1** signed, original copy of Proposal and; **1** electronic copy of Proposal - **USB thumb drive** (MS Word, MS Excel compatible or pdf files)
- Page size: **8.5" x 11"**
- Minimum font size: **12 point**
- Maximum number of pages: **25** double sided (**50** single sided)
 - **INCLUDED** in the page count: Evaluation Criteria responses, charts, graphs, pictures, resumes, samples of previous work products if requested, and all other text.
 - **NOT INCLUDED** in the page count: General Information Form (**Failure to submit this Form may render the proposal non-responsive and therefore void**), section dividers, and front and back cover.

Submittal Procedure: Proposals are to be submitted in a sealed envelope and labeled:

RFP# 34-22 COMPREHENSIVE PLAN UPDATE & TITLE 20 LAND USE CODE UPDATE

- Responses due no later than: **3:00 P.M. (Pacific Time), Wednesday, 08/24/2022.**

Proposers may submit proposals online through the City of Vancouver's Procurement Portal cityofvancouver.bonfirehub.com. Instructions on how to submit through the portal are available through the help function within the website.

Delivery Address:

(In Person, Courier, UPS or FedEx)
Procurement Services Manager
City of Vancouver
Customer Service Desk
1st floor lobby
415 W. 6th Street
Vancouver, WA 98660

Mailing Address:

(USPS does **NOT** deliver to City Hall)
Procurement Services Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668

- All proposals must be delivered **AND** received by Procurement Services by the time/date listed.

- Proposers shall allow enough time for delivery to occur. Official City time/date stamp shall be the sole means used to determine time/date of receipt/acceptance of Proposals.
- Proposals submitted by **EMAIL** or **FAX** will not be accepted.
- Deliveries requiring a signature may not be delivered in a timely manner as our receiving point is not staffed at all times and may not be available to sign at the time of delivery.
- USPS does **NOT** provide delivery services to City Hall.
- City PO Box mail is usually collected once each business day. Mail received after that time will not be collected until the next business day, and therefore possibly not received by the City by the due date and time.
- Proposals received after the listed date and time will not be accepted. The City of Vancouver is not responsible for delays in delivery.

B. Evaluation Process

The City will determine the most qualified proposer based on the Evaluation Criteria listed using predetermined weights and the responsiveness of the Proposal. A subsequent round of interviews may be used to evaluate finalists.

The City reserves the right to conduct interviews of a short list of proposers. If the City decides to conduct interviews, the interview sessions will be evaluated in a manner similar to the response. Topics covered in the interview session shall include the topics listed hereinbefore under the “Evaluation Criteria” section plus any additional, relevant topics which may arise during both the formal presentation and the question and answer portions of the interview. If interviews are conducted and if your firm is selected for an interview, you will be contacted by the City for next steps.

C. Evaluation Criteria

These instructions were prepared to aid in proposal development. They also provide for a structured format so reviewers can systematically evaluate several proposals. Each copy of the proposal package must include all of the sections in the order indicated. Attachments should be clearly referenced and identified to facilitate the review process.

In the event that a proposer has concerns with the attached terms and conditions, they must address those concerns within the submitted proposal. Requests to modify the T&Cs after the solicitation’s closing date and time will not be considered.

Each proposal shall include:

1. Project Approach and Understanding: Information under this section should include, but not be limited to, your understanding of the City's requirements, and a proposed project schedule and your firm's approach:

- a. Demonstrate a clear understanding of the project by providing a concise, description of how you propose to approach each task and all sub-tasks identified in this RFP.
- b. Provide a detailed description of proposed services and the means and methods to be used to accomplish the tasks identified in the Project Scope section. This work plan will detail team assignments and narratives of work approach and work force, and schedule of activities with time allocations.
- c. Provide a detailed description of the firm's approach to overall project management, allocation of resources, and integration of all activities required by the Project Scope.
- d. Provide details describing lines of authority and responsibility, and how your firm will respond proactively to problems and changes to the Project Scope.

2. Desired Proposer Capabilities, Characteristics, and Qualifications: Given the broad and wide-reaching nature of this work, the City is encouraging the formation of multi-disciplinary consulting teams with a wide range of backgrounds, skills, perspectives, knowledge of our community, and professional and lived experiences. Project teams will be evaluated based on their ability to demonstrate the following:

- a. Previous experience developing or familiarity with Comprehensive Plans (in either the State of Washington or at a national scale).
- b. Experience working under the Washington State Growth Management Act and State Environmental Policy Act, and a comprehensive understanding of the legal requirements of these regulations.
- c. Significant overall project management experience and a track record of success overseeing complex and interdependent scopes of work within the consultant project management team, including expertise facilitating engagement with a wide range of diverse internal and external community stakeholders, as well as the general public.
- d. Skilled facilitation capacity, with the ability to hold meaningful and accessible conversation with community members, policymakers, agency and regulatory partners, and advisory boards and committees, and take technical or complicated issues and discuss them in clear, plain language.

- e. A fundamental understanding of the intentional and unintentional ways past planning and decision-making processes harmed BIPOC, low income, and other underrepresented or marginalized community groups, and a demonstratable ability to co-create new ways of engaging with community members that result in equitable outcomes and do not perpetuate or reproduce past harm.
- f. The ability to develop a visually compelling, easy to understand, meaningful and concise final document and iterative works, and the ability to deploy a variety of digital and non-digital methods to receive input and communicate findings with interested parties

Within the response to this RFP, provide an overview of the proposed project team's ability to meet the desired capabilities, characteristics, and qualifications (a-f) listed above, and any other information the proposer feels would assist the City in the evaluation process.

- Provide description of all companies, firms, and other entities that will be part of the proposed project team; include number of years in business, organization size, experience, specialties, etc.
- Provide the name and address of any additional sub-consultants that may perform work under this contract and what services they may provide. Include information about their pertinent experience and the name, title and brief description of duties and years of related experience for each staff member that will be assigned this project.
- Provide name, title, brief description of duties, years of pertinent experience and availability for each staff member that will be assigned to this contract.
- Describe other resources your firm intends to commit to provide the required services under this contract.
- Provide a detailed explanation describing how your firm, and the personnel assigned to this project, will perform the work required while also working on other on-going projects.
- Provide a list of best practices your company utilizes when making recommendations.
- Provide information and examples of similar work conducted in the past with governmental agencies (preferably cities) for similar contracts that best characterize your firm's capabilities and work quality.

3. References: Provide at least three (3) references from other local government projects of similar size and scope performed within the last three (3) years.

4. **Cost Proposal:** Provide a fixed cost proposal for all personnel requirements and any other applicable costs associated with the services to be provided. Include the hourly rates of those individuals that may perform work under this contract.

D. Evaluation Scoring

The City's choice of Consultant will be made by evaluating the Proposal submitted. Each proposal received in response to this RFP will be evaluated and scored as follows:

1. Project Approach and Understanding (40 points maximum)
2. Proposer Capabilities and Qualifications (40 points maximum)
3. References (10 points maximum)
4. Cost Proposal (10 points maximum)

The City reserves the right to conduct interviews of a short list of proposers; however, interviews are not anticipated at this time. Should the city decide to conduct interviews, the interview sessions will be evaluated in a manner similar to the proposals. Topics covered in the interview session shall include the topics listed hereinbefore under the "Submittal Criteria" section plus any additional, relevant topics which may arise during both the formal presentation and the question and answer portions of the interview. If interviews are conducted and if your firm is selected for interview, you will obtain more information on the interview process.

E. Award of Contract

The City will attempt to reach a final agreement with the highest scoring responding proposer. However, the City may, at its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the next highest scoring proposer and may continue on, in the same manner, with remaining proposers until an agreement is reached.

Award of the contract shall be made with reasonable promptness by giving verbal and written notice to the proposer whose proposal best conforms to the request, receives the highest score through the evaluation process, and which will be the most advantageous to the City. It is the intent of the City to award a contract on a fair and competitive basis. All performance and technical standards stated in the RFP must be met as a condition of proposal acceptance.

The successful proposer will be required to enter into a written agreement with the City in which the proposer will undertake certain obligations. These obligations include, but are not limited to, the terms and conditions (T&Cs) listed on the attached Sample Professional Services Agreement (see Attachment "A") which are meant to be non-negotiable, but may be modified at the City's

sole discretion. This RFP and the successful Proposer's response shall be incorporated in and become a part of the final contract.

In the event that a proposer has concerns with said terms and conditions, they must address those concerns within the submitted proposal. Requests to modify the T&Cs after the solicitation's closing date and time will not be considered. The City will consider all concerns but is not obligated to change any part of said T&Cs.

If required, upon successful completion of contract negotiations, a recommendation will be forwarded to City Council for approval. Until approved by City Council, no contract can be executed and no award is final.

F. RFP General Terms and Conditions

Reimbursement

The City will not reimburse proposers for any costs involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews. Furthermore, this RFP does not obligate the City to accept or contract for any expressed or implied services. The City reserves the right to request any Consultant to clarify their proposal or to supply any additional material deemed necessary to assist in the evaluation of the Consultant.

Cooperative Purchasing

The Washington State Interlocal Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By responding to this RFP, Consultants agree 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.

Public Records and Proprietary Material

Proposers should be aware that any records they submit to the City or that are used by the City even if the proposers possess the records may be public records under the Washington Public Records Act (RCW 42.56). The City must promptly disclose public records upon request unless a statute exempts them from disclosure. Proposers should also be aware that if even a portion of

a record is exempt from disclosure, generally, the rest of the record must be disclosed. Exemptions, including those for trade secrets and "valuable formula," are narrow and specific.

Proposers should clearly mark any record they believe is exempt from disclosure.

Upon receipt of a request for public disclosure, the City will notify the RFP proposer of any public disclosure request for the proposer's proposal. If the proposer believes its records are exempt from disclosure, it is the proposer's sole responsibility to pursue a lawsuit under RCW 42.56.540 to enjoin disclosure. It is the proposer's discretionary decision whether to file such a lawsuit. However, if the proposer does not timely obtain and serve an injunction, the City will disclose the records, in accordance with applicable law.



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. _____

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

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

WHEREAS, the City advertised and issued a Request for Proposal, numbered 34-22 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

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

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

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

Insert Scope of Work Here

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 \$ ###,###.## USD.

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

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

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

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

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

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

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

hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.

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

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

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

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

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

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

- 14. COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.
- 15. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement. The Contractor will be required to hold a city business license if working within Vancouver city limits. The Contractor shall apply for city license via the State of Washington Department of Revenue (DOR), Business Licensing Service (BLS), at: <https://secure.dor.wa.gov/>. For application assistance, contact DOR BLS at 360-705-6741. For more information about city business license regulations and fees, see: www.cityofvancouver.us/businesslicense or call 360-487-8410 option 3.
- 16. LIABILITY AND HOLD HARMLESS:** The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.
- 17. INSURANCE:** The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$5,000,000
V. Professional Liability	
Policy shall include coverage against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor	\$1,000,000

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.

- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an “occurrence” basis. This must be indicated on the Certificate.

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

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

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

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

For the Contractor:
Contractor Contact Name
Company Name
Company Address
City State Zip
Email: **email address**

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

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

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

- 21. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 22. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 23. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 24. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 25. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 26. NONDISCRIMINATION:** The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Company Name

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: 210-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/19/2022

SUBJECT 2022 Consortium Rental Assistance Contract Amendment

Key Points

- The Consortium is a coalition of housing and homelessness services providers led by Council for the Homeless (CFTH). Since 2017, the City of Vancouver has partnered with the Consortium through the Affordable Housing Fund (AHF) to provide rental assistance to over 300 households experiencing low-income annually.
- In March 2021, Council awarded \$1,350,000 in AHF to support the 2021 Consortium Rental Assistance Project. The City of Vancouver entered into an AHF contract with CFTH and Share from July 1, 2021 – June 30, 2022.
- In October 2021, the City of Vancouver allocated an additional \$47,190 to the 2021 Consortium Rental Assistance project. These funds were unspent AHF from the 2020 Consortium Rental Assistance project.
- In March 2022, Council awarded \$1,500,000 in AHF to support the 2022 Consortium Rental Assistance project. The City of Vancouver entered into an AHF contract with CFTH and Share from July 1, 2022 – June 30, 2023.
- In June 30, 2022, the Consortium did not spend \$222,550 of the AHF funding that was allocated by the City for the 2021 project due to a one-time increase in funding from the Washington State Treasury department for the 2021 project year.
- In October 2022, CFTH and Share requested that this remaining balance from the 2021 project be allocated to their 2022 Consortium Rental Assistance project due to a significant decrease in Treasury funding for the current program year and a continued need for rental assistance services.
- Staff recommends that Council authorize the reallocation of \$222,550 in AHF funding to the Consortium's 2022 contract for a total contract amount of \$1,722,550.

Strategic Plan Alignment

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents

Present Situation

The Consortium is a coalition of housing and homelessness services providers created by Council for the Homeless (CFTH) to create an integrated and comprehensive response to homelessness in Vancouver. Through the Affordable Housing Fund (AHF), the Consortium provides rental assistance and supportive services to over 300 families experiencing low-income in the City annually.

Since 2017, the City has provided AHF grants ranging from \$1,200,000 to \$1,500,000 to support the Consortium Rental Assistance project. The Consortium's AHF program year is from July 1 to June 30 each year. If at the end of the year a balance remains on the grant, the City has historically transferred the remaining balance from a prior contract to the next year's contract to ensure continuity of services.

In March 2021, Council awarded \$1,350,000 in AHF to support the 2021 Consortium Rental Assistance project. The City of Vancouver allocated an additional \$47,190 to the 2021 Consortium Rental Assistance project from unspent 2020 funds from the Consortium's 2020 AHF contract.

Additionally, in March 2022, Council awarded \$1,500,000 in AHF to support the 2022 Consortium Rental Assistance project. The Consortium did not spend \$222,550 of AHF that had been allocated by the City for their 2021 and has requested that these funds be reallocated to their 2022 contract due to a significant decrease in funding for the current program year and a continued need for rental assistance services. The Consortium received a one-time increase in funding from the Washington State Treasury that led to unspent AHF funds for the 2021 program year.

The Consortium provided an updated 2022 budget to include the \$222,550 of additional funds. The Consortium will utilize the additional funds for Screening & Eligibility Personnel and Rent Assistance, Utilities, and Security Deposits for clients.

The Consortium's 2021 contract expired on June 30, 2022. Staff recommends that Council authorize the reallocation of \$222,550 in AHF funding to the Consortium's 2022 contract for a total contract amount of \$1,722,550.

Advantage(s)

- Increased rental assistance services for people experiencing low-income in Vancouver
- Utilization of \$222,550 in unspent AHF funds

Disadvantage(s)

None.

Budget Impact

The proposed, additional \$222,550 for the 2022 Consortium Rental Assistance agreement is provided by Affordable Housing Fund revenues and was previously awarded by Council to the Consortium's 2021 Rental Assistance agreement.

Prior Council Review

- March 2021: AHF Award for the 2021 Consortium Rental Assistance Project
- March 2022: AHF Award for the 2022 Consortium Rental Assistance Project

Action Requested

Approve the attached First Amendment, the **2022 Consortium Rental Assistance Agreement**, which reflects an increase of \$222,550, and authorize the City Manager or their designee to execute the agreement on behalf of the City.

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

ATTACHMENTS:

- ▣ Signed 2022 AHF Agreement



AGREEMENT

BETWEEN

CITY OF VANCOUVER

Affordable Housing Fund

PO Box 1995 • Vancouver • Washington • 98668-1995
(360) 487-7952 • www.cityofvancouver.us/affordablehousingfund

AND

COUNCIL FOR THE HOMELESS 2500 Main Street

and **SHARE** 2306 NE Andresen Rd

Vancouver • Washington

Program/Services Funded:	COUNCIL FOR THE HOMELESS / Consortium Rental Assistance
Funding Source:	Vancouver Affordable Housing Fund
Agreement Period:	July 1, 2022 – June 30, 2023
Agreement Number:	PRJ100733-2022 AHF-CFTH Share Consortium
Agreement Amount:	\$1,500,000
Agency Contact:	Sunny Wonder • (360) 993-5106 • swonder@councilforthehomeless.org Diane McWithey • (360) 448-2121 • dmcwithey@sharevancouver.org
City Contact:	Hayley Woodbridge • (360) 487-7867 • Hayley.woodbridge@cityofvancouver.us

This agreement consists of the following:

- Signature page
- Statement of Work
- Eligibility and Program Requirements
- Budget
- Timeline
- General Terms and Conditions
- Exhibit A: Request for Payment Form

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and have caused this Agreement to be executed by their respective officers and agents thereunto duly authorized by signing below:

CITY OF VANCOUVER:

DocuSigned by:

Eric Holmes, City Manager

Date: 8/1/2022

ATTEST:

DocuSigned by:

Natasha Ramras, City Clerk

COUNCIL FOR THE HOMELESS:

DocuSigned by:

Sunny Wonder, Deputy Director

Date: 7/13/2022

SHARE:

DocuSigned by:

Diane McWithey, Executive Director

APPROVED AS TO FORM:

DocuSigned by:

Jonathan Young, City Attorney

AFFORDABLE HOUSING FUND:

DocuSigned by:

Samantha Whitley, Housing Programs Manager

STATEMENT OF WORK

PROJECT SUMMARY

COUNCIL FOR THE HOMELESS (ADMINISTRATIVE AGENCY) and SHARE (FISCAL AGENCY) , unless specified to the contrary, are collectively referred to as (AGENCY), and are operating as subrecipients for the City of Vancouver (CITY) to complete a project using Affordable Housing Funds. As such, AGENCY must comply with the terms and conditions in this Agreement.

The intent of this Agreement is to provide an Affordable Housing Fund grant of \$1,500,000 to the AGENCY for the Consortium Rental Assistance project. The Consortium consists of Council for the Homeless, Share, Janus Youth, Impact NW, YWCA Clark County, Lifeline Connections, Clark County Volunteer Lawyers Program, and the Boys and Girls Club of Southwest WA. The funding will expand on the existing programs of these agencies and will assist an estimated 300 households located in Vancouver city limits and earning up to 50% of area median income as defined by the U.S. Department of Housing and Urban Development (HUD). Assistance will range from one-time move-in costs to ongoing housing subsidy and housing stability services.

Allowable project costs are limited to eligible participants and include rental and utility assistance (up to 12 months), security deposits, application fees, housing stabilization services and personnel, and administrative and overhead costs to perform the services of the program. Clark County Volunteer Lawyers Program will provide additional services by working with program participants throughout the Consortium to identify households who may benefit from legal assistance to remove barriers to stable housing and provide those services. The Boys and Girls Club of Southwest WA and YWCA Clark County will provide referral support and specialized services to the Consortium, but not receive any Affordable Housing Funds.

ADMINISTRATIVE AGENCY REQUIREMENTS

The ADMINISTRATIVE AGENCY will serve as the public access point for program assistance and is responsible for collection and coordination of client information using the Clark County Homeless Management Information System (HMIS). ADMINISTRATIVE AGENCY will develop internal policies and procedures, manage referrals to consortium members, develop subcontracts with consortium members, and track program progress and outcomes. Consortium partners will receive funding as subcontractors through the ADMINISTRATIVE AGENCY.

FISCAL AGENCY REQUIREMENTS

The FISCAL AGENCY is responsible for collecting invoices for program reimbursement from all consortium members, including the ADMINISTRATIVE AGENCY.

PROJECT BUDGET

1. The CITY will provide the AGENCY with funds in an amount not to exceed \$1,500,000 for purposes of completing the project described herein. The use of these funds shall be expressly limited to the activities described in this Agreement.
2. Any reduction in the total budget authority will be done after consultation with the AGENCY and will require a modification of this Agreement.
3. Any funds unspent at the end of the Agreement period will be retained by the CITY for allocation to another Affordable Housing Fund project. Funds cannot be converted into other monetary goods, such as prepaid gift cards or petty cash, in order to avoid the expiration of the Agreement's period of availability.

4. AGENCY shall submit a cost-allocation plan to CITY for approval prior to the submittal of the first Request for Payment. Only those administrative and overhead costs included in a CITY-approved cost allocation plan shall be eligible for reimbursement.

BUDGET

Line Item Costs	Funding Sources				Total Project Costs
	Affordable Housing Fund	Clark County	HUD CoC	Private	
Screening & Eligibility Personnel	\$100,955	\$90,000			\$190,955
Supportive Services Personnel	\$374,862	\$109,190	\$62,075	\$81,500	\$627,627
Rent Assistance, Utilities, Sec Deposit	\$812,917	\$615,506	\$107,352	\$57,175	\$818,582
Housing Stabilization Assistance	\$6,590	\$30,000		\$25,000	\$61,590
Professional Development	\$4,073	\$32,350			
Overhead and operations	\$48,505	\$57,720	\$5,000	\$7,120	\$61,590
Admin	\$152,098	\$66,277	\$11,953	\$27,011	\$257,339
Totals	\$1,500,000	\$1,001,043	\$186,380	\$197,806	\$2,885,229

PAYMENT PROVISIONS

CITY payments to the AGENCY will be made on a cost reimbursement basis. In most cases, the CITY will make payment to AGENCY *as soon as practicable* but not more than thirty (30) days after the AGENCY submits a Request for Payment, unless other payment arrangements are pre-arranged by the CITY and AGENCY in writing. Requests for Payment must include the following:

- a) A summary of expenses incurred in support of all costs, and accompanied by accounting detail.
 - For direct costs, detail will include: vendor names, employee names, dates of service and amount;
 - For services that are also funded by a third party, the AGENCY shall provide a detailed cost itemization by cost center and funding source. Detail shall identify which service or work was funded by the CITY and which by other parties.
- b) Support for expenditures. Refer to Program Requirements for required supporting documentation.
 - Signature of authorized personnel, documenting both approval and attestation that expenses are allowable and valid. The AGENCY shall designate one or more representatives who will be legally authorized to sign required forms, including the Request for Payment.

REPORTING

Beneficiary reporting shall be submitted monthly to the City of Vancouver Economic Prosperity and Housing Department, Attention: Hayley Woodbridge, using the Excel reporting form provided by the CITY or an alternate CITY-approved form generated through HMIS that includes comparable reporting elements.

TERM OF AGREEMENT

This Agreement is in effect for the period from July 1, 2022, through June 30, 2023, unless terminated per the **TERMINATION** section of the General Terms and Conditions. The AGENCY has two months after end date to submit the final payment request to the CITY.

TIMELINE

Activity	Completion Date
Accept and evaluate household referrals for assistance	Ongoing
Prevention consortium meetings	Ongoing
Provide appropriate housing assistance to eligible households	Ongoing

PUBLIC NOTIFICATION

The CITY will provide information about the project, including contract amount and number of households served, to the public through the City of Vancouver website.

DOCUMENTS INCORPORATED BY REFERENCE

Each of the documents listed below are by this reference incorporated into this Agreement as though fully set forth herein, including any amendments, modifications or supplements thereto:

1. AGENCY's application for Affordable Housing Funds.
2. Current version of Affordable Housing Fund income limits (HUD-defined income limit for households at 50% of area median income).

NOTICE TO PROCEED

Upon execution of this agreement, the CITY will furnish the AGENCY with a written notice to proceed. No work on the project shall occur prior to the Notice to Proceed without prior written approval from the CITY.

SUBCONTRACTS

The AGENCY will subcontract with the following agencies:

- Impact NW
- Clark County Volunteer Lawyers Program
- Lifeline Connections
- Janus Youth Programs
- Clark College

AGENCY must provide CITY staff all subcontracts under this Agreement. All subcontracts involving AHF money must include a provision that AGENCY will reimburse eligible costs to subcontractors within thirty (30) days. Subcontracts shall also include a provision that no AHF money will go to a recipient that does not qualify for the funding pursuant to the Program Requirements section of this contract.

PROJECT COMPLETION

Project completion means that:

1. The project complies with the requirements of this Agreement;
2. AGENCY has been reimbursed for all eligible costs.

PROGRAM REQUIREMENTS

HOUSEHOLD QUALIFICATION/ELIGIBILITY

1. **Safe Stay Residents**: A minimum of 5% of total households served throughout the agreement period must be residents of the City of Vancouver's Safe Stay sites.
2. **Very Low Income Limit**: Eligible households must earn no more than 50% of the area median income ("AMI"). Income limits are provided annually by the Department of Housing and Urban Development ("HUD") and adjusted for household size. Current HUD income limits are available at www.cityofvancouver.us/affordablehousingfund.
3. **Income Determination**: The income of each household must be determined initially before services are provided and every 90 days thereafter. AGENCY is responsible for determining and documenting income eligibility in accordance with the following:
 - a. Tenants must disclose all household income sources.
 - b. AGENCY must retain adequate documentation to support the income amounts disclosed.
 - c. AGENCY must review available state records of other public financial assistance provided to the household.
4. **Ineligible Households**: No household over the income limit can receive assistance from the Affordable Housing Fund. No households outside the city limits of Vancouver can receive assistance. Additionally, homeowners are not eligible participants.
5. **Fraudulent Income**: If the AGENCY determines an applicant, current tenant or employee deliberately misrepresented income to enable participation in the program, assistance cannot be provided by the Affordable Housing Fund. The AGENCY must contact the CITY to determine if additional action is necessary.

RENTAL UNIT QUALIFICATION

1. **Location**: Units assisted with Affordable Housing funds must be located within Vancouver city limits. AGENCY is responsible for verifying the jurisdiction of each address using Clark County MapsOnline at <http://gis.clark.wa.gov/mapsonline/>.
2. **Maximum Rent (Including Utilities)**:
 - a. For households without housing, the rent limit is 100% of HUD Fair Market Rent (FMR), based on the appropriate unit size for the household composition.
 - b. For households that are currently housed, the rent limit is 110% of HUD FMR, based on the appropriate unit size for their household composition.
 - c. To support rent that exceeds the limit, the AGENCY must obtain written City approval, on a case-by-case basis.
 - d. CITY reserves the right to change the rent limits annually to correspond with the HUD issued limits. The information is available at www.cityofvancouver.us/affordablehousingfund.
 - e. Utilities are limited to water, sewer, trash, electric and gas. Any utility allowance must be calculated using the Vancouver Housing Authority's utility allowance guidelines located at <http://vhausa.org/landlords/utility-allowances>.

ALLOWABLE COSTS

Allowable project costs are limited to the following for eligible participants:

1. Up to 12 months of rental and utility assistance within qualified limits.
 - Payments: AGENCY will make Affordable Housing Fund rent assistance payments directly to the property owner/landlord. At no time shall Affordable Housing Funds be paid directly to the tenant.
 - Tenant Portion of Rent: AGENCY will develop a procedure to determine the amount of income households must pay toward rent. Procedure must be provided to CITY staff for review.
 - Prohibition of Double-Subsidy: Tenants may not receive Affordable Housing Funds alongside another rental subsidy (such as Section 8) for the same unit in the same month.
 - Rental Arrears: Affordable Housing Funds may be used for up to 12 months of arrears; provided the household that is in arrears has sufficient income to meet current rental obligations after arrears are paid.
2. Move-in costs
 - Security and rental deposits, including first/last month's rent: Payments shall be made directly to the property owner/landlord.
 - Other Move-In Fees: Affordable Housing Funds may be used to pay for application fees. Payments shall be made directly to the property owner/landlord. Other move-in fees or deposits (e.g. pets, parking) will not be covered.
3. Other client assistance - housing stabilization services
 - Limited employment assistance to enable the participant to find or maintain employment and thereby increase housing stability. These may include the purchase of trade equipment, uniforms, public transportation, daycare, etc.
4. Personnel, administrative and overhead costs to perform the services of the program
 - Net direct and indirect administrative and overhead expenditures need to be approved through a cost allocation plan.

UNALLOWABLE COSTS

The following costs are specifically unallowed:

- Depreciation expense
- Equipment and property replacement recovery
- Employee and volunteer recognition
- The same type of costs disallowed under 2 CFR 200 Subpart E
- Any costs for which funding has already been provided by other sources.
- Administrative and overhead costs that are not included in City approved cost allocation plan.

DIRECT VS. INDIRECT COST DEFINITION

Direct costs are the result of activity performed specifically for the program. They are not based on the nature of goods and services. These costs can be assigned to the program through identification of the actual cost, or through an allocation that represents the program's fair share of the actual cost.

As an example, consider an employee who splits their time between two programs, A and B, 30% and 70% respectively:

- 1) The employee attends a training *specifically* about how to manage program A. That cost is entirely associated with program A, and 100% of the cost should be charged to program A.
- 2) The employee attends a training that relates to their position and the job they perform for both programs A and B. They should split both the cost of their time (wages and benefits) and registration between the two programs based on the 30/70 time split used in the example.

Indirect costs are those that indirectly benefit multiple, or all, activities of the entity. These are costs that are not readily assignable to any program. Indirect costs may, but do not always, include the cost of administrative support and overhead.

ADMINISTRATIVE VS. OVERHEAD COST DEFINITION

Administrative costs include support from accounting, human resources, and IT, etc. These support costs usually do not directly relate to any specific program and are usually applied as indirect costs. However, some admin costs may be applied as direct costs.

For example, an accountant performs general accounting services that benefit the entire AGENCY, except eight hours each month they prepare the Affordable Housing payment claim. The eight hours actually spent on the program (and supported by a timecard or equivalent document) should be charged directly to the program and the rest of their time, spent on general accounting duties, allocated indirectly throughout the AGENCY.

Overhead costs include utilities, space rental, phone plans, equipment maintenance, supplies, and other services. These support costs usually do not directly relate to any specific program.

COST ALLOCATION

All allocated costs must be supported by a CITY-approved cost allocation plan. The allocation of both direct and indirect costs to the Affordable Housing program should be based on the fair share of the actual benefit received, and:

- The allocation should use reasonable bases.
- The allocation cannot be based on programs' ability to pay.
- The allocation cannot be based on budgeted activity. Instead the base must reflect actual activity.
- Costs must be applied across all benefiting programs.

REQUIRED SUPPORTING DOCUMENTATION

All allowable costs must be supported by appropriate documentation. The following forms of documentation are required:

1. Timecards or equivalent to support direct payroll and benefit charges applied to the program.
2. Detailed receipts and invoices that document all items included. Those that only show subtotals or totals are not adequate. Additionally, money order receipts must be accompanied by a photocopy of the money order.
3. For receipts, invoices or timecards that are not being charged in whole to the Affordable Housing Fund, additional detail (such as a line item breakdown of costs or additional notations on receipts) shall be provided to identify the charges included in the Request for Payment.
4. An approved cost allocation plan for direct and indirect allocations.

COORDINATION

1. The AGENCY shall enter accurate client-level data and program entry/exit into the Clark County Homeless Management Information System (HMIS) when new clients are assisted, and provide ongoing updates to the system information so it is kept current regarding each client. Exceptions to HMIS entry are made for those covered under the Violence against Women Act (VAWA) and those refusing to sign the Clark County HMIS Release of Information. If a household does not opt into HMIS, a paper file must be kept and anonymous information provided to the Council for the Homeless and the CITY, as requested.
2. Coordinated Entry: Agencies are required to work with The Housing Solutions Center (HSC) coordinated entry and assessment program as the entry point to the program. Detailed program eligibility must be provided to the Council for the Homeless prior to requesting new households.
3. Point in time Count: The AGENCY must engage in the Coalition of Service Providers and the annual Point in Time Count.

INSPECTIONS

1. HQS inspections must be conducted prior to a household signing an agreement to move into a new unit.
2. If the household is residing and will continue to reside, in a current unit, an HQS inspection must be conducted ASAP, but no less than prior to the second month's rent and/or ending assistance.
3. AGENCY will contact the City of Vancouver at 360-487-7967 to schedule an inspection. If AGENCY has a qualified inspector, CITY will allow AGENCY to perform the inspection.

GENERAL TERMS AND CONDITIONS

1. Fair Housing

Projects funded with the Affordable Housing Fund are subject to federal fair housing regulations. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and disability.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; AGENCY's submitted proposal to project request, and project request.

3. Relation of Parties.

The AGENCY, its subcontractors, agents and employees are independent AGENCYs performing professional services for CITY and are not employees of CITY. The AGENCY, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to CITY employees. The AGENCY, subcontractors, agents and employees shall not have the authority to bind CITY in any way except as may be specifically provided herein.

4. E-Verify.

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

5. Delays and Extensions of Time.

If the AGENCY is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond AGENCY's control, the time for performance may be extended by such time as shall be mutually agreed upon by AGENCY and 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 CITY.

6. Compensation and Schedule of Payments.

CITY shall pay the AGENCY no more than the contract amount for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without CITY's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The AGENCY 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 AGENCY shall be net 30 days.

The CITY reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. CITY and AGENCY 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.

7. Ownership of Records and Documents.

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

8. Termination.

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, AGENCY will only be paid for the hours completed at the time of termination of the Agreement.

9. Evaluation and Compliance with the Law.

The AGENCY shall have the authority to control and direct the performance and details of the work described herein. The AGENCY agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

10. City Business and Occupation License.

In most cases, agencies will be required to get a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Agencies shall contact the State of Washington Business License Service at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

11. Liability and Hold Harmless.

AGENCY 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 AGENCY or subcontractors or agent even if AGENCY is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the CITY and the AGENCY, such cost, fees and expenses shall be shared between the CITY and the AGENCY in proportion to their relative degrees of negligence. AGENCY specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that AGENCY provide the broadest scope of indemnity permitted by RCW 4.24.115. AGENCY is an independent AGENCY and responsible for the safety of its employees.

12. Insurance.

AGENCY 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 AGENCY, subcontractors or anyone directly or indirectly employed by either the AGENCY or subcontractor. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII (or equivalent).

- a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies. Contractor may satisfy required limits in this section by way of an umbrella policy.
- b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.
- c. **The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance.** The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.
- d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.
- e. **Professional Liability.** The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) 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. The amount of coverage provided by such insurance shall be not less than five hundred thousand dollars (\$500,000) combined single limit.
- f. **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.
- g. **The City of Vancouver shall be listed on the Certificate as the Certificate Holder.**
- h. **Coverage Trigger:** The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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.

13. Notices.

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

CITY:

Hayley Woodbridge
City of Vancouver
415 W 6th Street
PO Box 1995
Vancouver WA 98668-1995

AGENCY:

Sunny Wonder
Council for the Homeless
2500 Main Street
Vancouver, WA 98660

Diane McWithey
Share
2306 NE Andreson Rd
Vancouver, WA 98661

14. Amendments.

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

15. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and 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.

16. Ratification.

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

17. 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. The AGENCY shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

18. 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 AGENCY 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.

19. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Sub recipient 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 Sub recipient, 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 Sub recipient 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 Ch.42.17 RCW for withholding or delaying public disclosure of such information

EXHIBIT A
City of Vancouver Affordable Housing Fund
REQUEST FOR PAYMENT

Date: _____ CFTH/Share - Project Title: Consortium Rental Assistance Invoice #: _____ PRJ100733-2022-AHF-CFTH & AHF Project #: Share Consortium	Period Covered: _____ Contact Person: _____ Telephone: _____ Contract End Date: June 30, 2023
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Activity	AHF Budget	Expended This Period	Expended To Date	Balance
Screening & Eligibility Personnel	\$100,955			
Supportive Services Personnel	\$374,862			
Rent Assistance, Utilities, Sec Deposit	\$812,917			
Housing Stabilization Assistance	\$6,590			
Professional Development	\$4,073			
Overhead and Operations	\$48,506			
Admin	\$152,098			
TOTAL:	\$1,500,000			

Reimbursement Amount Request \$ _____

☐ Check box when this is a final request.

CERTIFICATION: I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS REPORT IS CORRECT AND COMPLETE, AND THAT ALL EXPENDITURES ARE FOR THE PURPOSE SET FORTH IN THE GRANT AWARD DOCUMENTS. SUPPORTING DOCUMENTATION IS ATTACHED.

AUTHORIZATION:

Authorized Signature for Project_____
Title_____
Date

PRJ100733-2022 AHF	
AHF Project No: _____ CFTH & Share Consortium	Initials Processed By: _____
Reviewed and Approved _____	Date _____



Staff Report: 211-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/19/2022

SUBJECT Interstate 5 Bridge Replacement Program – Intergovernmental Agreement
(Amended)

Key Points

- In 2019, the states of Oregon and Washington approved funding to restart work on replacing the Interstate 5 bridge across the Columbia River and directed ODOT and WSDOT to open a bi-state program office to lead this work.
- The Interstate Bridge Replacement Program (IBRP) is engaging agencies within the Portland-Vancouver metro region to develop design options for a bridge replacement and associated enhancements to meet the Program's Purpose and Need.
- As one of these core agency partners for the IBRP, the City of Vancouver is and will continue to engage in discussions related to planning, engagement, design and engineering of a replacement bridge solution and associated multimodal enhancements.
- On September 27, 2021, Council voted in support of the City Manager executing an Intergovernmental Agreement outlining the City of Vancouver agency commitments and responsibilities related to the work noted in the previous bullet for purposes of reimbursement by the IBRP. That IGA was executed on October 1, 2021.
- Exhibit A to the IGA executed on October 1, 2021 is a Scope of Work and associated Budget for activities to be reimbursed through December 31, 2022.
- The attached Agreement amends the IGA executed on October 4, 2021 and includes a Scope of Work and associated Budget for activities to be reimbursed from January 1, 2023 to June 30, 2025.

Strategic Plan Alignment

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

Goal 6: Facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services "20-minute neighborhoods"

Present Situation

A Modified Locally Preferred Alternative for the IBRP was agreed to by Program partner agencies in the summer of 2022. The next phase of the Program includes development of a Supplemental Environmental Impact Statement (SEIS) in accordance with the National Environmental Policy Act (NEPA). Additional design outside of the NEPA process will also occur. City of Vancouver staff are participating in these processes through regularly scheduled staff level group meetings and support for community and executive leadership meetings. These efforts in addition to administration of staff engagement are further defined in Attachment B, Exhibit C.

Advantage(s)

This Agreement sets forth the terms and conditions for the City of Vancouver to receive reimbursement for engagement in the IBRP as defined in Attachment B, Exhibit C, Scope of Work and Budget.

Disadvantage(s)

None

Budget Impact

The 2023-2024 Biennial budget has included additional staffing needs to support this project and the anticipated reimbursement. This Agreement will provide financial support for the City's capacity to participate in development of a replacement bridge solution and associated multimodal enhancements.

Prior Council Review

- May 7, 2018: WSDOT updated Council on the I-5 Bridge Planning Inventory
- July 16, 2018: Staff Update, current conditions and efforts to restart bridge replacement process
- August 6, 2018: Staff update, Council review and adoption of a resolution in support of replacement bridge with high-capacity transit in a dedicated guideway
- June 8, 2020: Staff update on IBRP work program
- June 21 and July 12, 2021: Council discussion on a resolution to define the City's desired outcomes through the IBRP.
- July 26, 2021: Council review and adoption of resolution to define the City's desired outcomes through IBRP.
- August 2, 2021: Council consideration and remand of Intergovernmental Agreement to address concern about bilateral indemnification for both City of Vancouver and WSDOT.
- September 27, 2021: Council authorization for the City Manager to execute Intergovernmental Agreement with WSDOT.
- 2021 – Present: Numerous updates via Council Communications and briefings on Executive Steering Group meetings and overall Program status.

Action Requested

Authorize the City Manager or designee to execute the amended Intergovernmental Agreement with the Washington State Department of Transportation.

Katherine Kelly, Senior Policy Advisor, 360-487-7947

ATTACHMENTS:

- ▢ Attachment A: Intergovernmental Agreement for Interstate Bridge Replacement Program
- ▢ Attachment B: Intergovernmental Agreement for Interstate Bridge Replacement Program Amendment #1

SPECIAL TRANSPORTATION PLANNING STUDY AGREEMENT

**Between
The CITY OF VANCOUVER
And
The STATE OF WASHINGTON
Department of Transportation
GCB 3544**

This Agreement, made and entered into between the State of Washington, Department of Transportation, hereinafter called "WSDOT", and The City of Vancouver, hereinafter called the "Planning Agency;" hereinafter referred to individually as the "Party" and collectively as the "Parties."

RECITALS

1. WSDOT and ODOT have entered into a partnership for the I-5 Bridge Replacement Program, hereinafter called the "Program". The WSDOT/ODOT partnership is detailed in the executed *Funding and Administration Agreement for initial Project management, Organization and Staffing, Environmental Analysis, and Preliminary Engineering*, hereinafter called the "Interstate Agreement," ODOT Misc. Contracts and Agreements No. 34096 and WSDOT Agreement No. GCB 3342, which includes a requirement that equal funding be provided by WSDOT and ODOT for Program expenditures; and
2. The Interstate Agreement defines a leadership TEAM that consists of the Program Administrator and at least one designated employee from WSDOT and ODOT that together manage the Program as a bi-state team making decisions following federally accepted laws and procedures along with individual state laws for contracting, and the engineering consultant, contracted by WSDOT, agreement number Y-12435, functionally reports to the TEAM; and
3. The leadership TEAM, in consultation with the Planning Agency, recognize the need for the transportation planning project contemplated by this Agreement, which is briefly described as the Planning Agency's staff-level collaboration with the leadership TEAM in the areas of Program alternatives analysis, transportation planning, transit planning/engineering, financial structures, Program community messaging, and environmental documentation (Project); and
4. The leadership TEAM has determined that the Project is necessary to implement the Program; and
5. It is deemed in the best interest of WSDOT and ODOT to equally participate in funding the Project as the Project work is for the mutual benefit of local and state roadway planning in the area of the Project; and
6. WSDOT and the Planning Agency now wish to define responsibility for preparation of the transportation planning project contemplated by this Agreement.

Now Therefore, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, covenants, conditions, and performances contained herein, and the attached Exhibit A and Exhibit B, that are incorporated herein by this reference,

IT IS MUTUALLY AGREED AS FOLLOWS:

TERMS OF AGREEMENT

1. SCOPE OF WORK

- 1.1** The Planning Agency shall undertake the Project described above, which shall include the tasks and cost estimates set forth in Exhibit "A," annexed hereto and made a part hereof. This agreement is between the Planning Agency and WSDOT, with management of the Project performed by the leadership TEAM pursuant to terms of the Interstate Agreement.
- 1.2** Prior to execution of this Agreement, WSDOT issued a Limited Notice to Proceed (LNTP) to the Planning Agency, authorizing the Planning Agency to begin some of the early design activities outlined in Exhibit "A". Any work done by the Planning Agency pursuant to the LNTP is included as part of the overall work under this Agreement.
- 1.3** WSDOT considers the Planning Agency to be a vendor under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction, although any federal fund received under this Agreement should not be reported as pass-throughs of federal funds to subrecipients in any audit report.

2. SCHEDULE

- 2.1** The Project period shall commence upon execution of this Agreement and shall expire on December 31, 2025.
- 2.2** The LNTP covers activities performed by the Planning Agency beginning January 1, 2021 up until execution of this Agreement.

3. PAYMENT

- 3.1** WSDOT agrees to reimburse the Planning Agency's actual direct and related indirect costs of the Project. The maximum amount that WSDOT shall reimburse the Planning Agency shall not exceed the "Total Amount Authorized", as indicated in Exhibit A. Payment by task shall be made as set forth in Exhibit "A."
- 3.2** The work activities covered under the LNTP will be reimbursed up to \$285,860.02. Billing for work described in the LNTP shall occur upon execution of this Agreement.
- 3.3** The Planning Agency shall submit to WSDOT requests for funds as they are expended on

the project, but not to exceed one such request every month. Such requests for reimbursement shall document the amount of funds that have been expended during the period for the total project, as well as for the current billing period. WSDOT shall review and approve each request for payment in an expeditious manner and shall make payment within 30 days after approval of the payment request.

4. REPORTS

- 4.1** The Planning Agency shall prepare and present to WSDOT a progress report to accompany each invoice. The report(s) must include a summary of work progress during the period of each invoice, costs incurred in accordance with the approved scope of work and budget, and progress to date, including any problems or work delays. WSDOT may delay reimbursement of billings if the requested report(s) is not submitted with each invoice.

5. MODIFICATIONS

- 5.1** Either Party to this Agreement may request changes in these provisions. Such changes which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by all authorized representatives of both of the parties hereto.

6. AUDITS, INSPECTION, AND RETENTION OF RECORDS

- 6.1** All project records in support of all costs incurred and actual expenditures kept by the Planning Agency are to be maintained in accordance with procedures prescribed by the Division of Municipal Corporations of the State Auditor's Office, the U.S. Department of Transportation, and WSDOT.
- 6.2** WSDOT, ODOT, the Oregon Secretary of State's Office, the Federal Highway Administration, Federal Transit Administration, the Comptroller General of the United States, and their duly authorized representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the Planning Agency's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this Agreement. All documents, papers accounting records, and other material pertaining to costs incurred in connection with the project shall be retained by the Planning Agency for six years after WSDOT's written notice that the project is complete and the Agreement is terminated. Copies thereof shall be furnished if requested.

7. TERMINATION

- 7.1** If it is considered in the best interest of WSDOT, WSDOT may terminate this Agreement upon giving ten (10) days notice in writing to the Planning Agency. If this Agreement is

so terminated prior to fulfillment of the terms stated herein, the Planning Agency shall be reimbursed only for actual expenses and noncancelable obligations, both direct and indirect, incurred to the date of termination, in accordance with Section 3, Payment, above.

8. LEGAL RELATIONS

- 8.1** The Parties, and their contractors, consultants, subconsultants and sub-contractors, shall comply with all Federal, State and Local Laws and Ordinances applicable to the work to be done under this Agreement.
- 8.2** Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.
- 8.3** WSDOT and its successors and assigns shall protect, save, defend, indemnify, and hold the Planning Agency and its elected officials, officers, agents and employees and the State of Oregon, the Oregon Transportation Commission and its members, the Oregon Department of Transportation (ODOT) and its elected officials, officers, agents, and employees harmless from and against all claims, actions, costs, damages (both to persons and/or/property), or expenses, demands, or suits at law or equity of any nature whatsoever by reason of the acts or omissions, or from the negligence of, or the breach of any obligation under this Agreement by, WSDOT or WSDOT's agents, invitees, officers, employees, consultants, subconsultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom WSDOT may be legally liable related to its work in connection with the Project and this Agreement; provided that nothing herein shall require WSDOT to defend or indemnify the Planning Agency, the State of Oregon, the Oregon Transportation Commission and its members, ODOT and their respective elected officials, officers, agents, and employees from all claims, demands or suits based solely upon the willful misconduct, negligence of, or breach of any obligation under this Agreement by the party seeking defense and indemnification, or their respective elected officials, agents, officers, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the party seeking defense and indemnification may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) WSDOT or WSDOT's elected officials, agents, invitees, officers, employees, consultants, subconsultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom WSDOT is legally liable, and (b) the party seeking defense and indemnification, its agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the party seeking defense and/or indemnity may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of WSDOT's negligence or the negligence of WSDOT's elected officials, agents, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom WSDOT may be legally liable. This provision shall be included in any Agreement between WSDOT and

any sub- consultant, subcontractor and vendor, of any tier. WSDOT shall also agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing work in connection with the Program.

8.4 The Planning Agency and its successors and assigns shall protect, save, defend, indemnify, and hold WSDOT and its elected officials, officers, agents and employees and the State of Oregon, the Oregon Transportation Commission and its members, the Oregon Department of Transportation (ODOT) and its elected officials, officers, agents, and employees harmless from and against all claims, actions, costs, damages (both to persons and/or/property), or expenses, demands, or suits at law or equity of any nature whatsoever by reason of the acts or omissions, or from the negligence of, or the breach of any obligation under this Agreement by, the Planning Agency or the Planning Agency's agents, invitees, officers, employees, consultants, subconsultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Planning Agency may be legally liable related to its work in connection with the Project and this Agreement; provided that nothing herein shall require the Planning Agency to defend or indemnify WSDOT, the State of Oregon, the Oregon Transportation Commission and its members, ODOT and their respective elected officials, officers, agents, and employees from all claims, demands or suits based solely upon the willful misconduct, negligence of, or breach of any obligation under this Agreement by the party seeking defense and indemnification, or their respective elected officials, agents, officers, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the party seeking defense and indemnification may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Planning Agency or the Planning Agency's elected officials, agents, invitees, officers, employees, consultants, subconsultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Planning Agency is legally liable, and (b) the party seeking defense and indemnification, its agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the party seeking defense and/or indemnity may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the Planning Agency's negligence or the negligence of the Planning Agency's elected officials, agents, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Planning Agency may be legally liable. This provision shall be included in any Agreement between Planning Agency and any sub- consultant, subcontractor and vendor, of any tier. Planning Agency shall also agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing work in connection with the Program.

8.5 The Parties agree that each of their obligations under this Defense and Indemnity Provision extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while performing work arising out of this AGREEMENT, for any purpose. For this purpose, each Party, by MUTUAL NEGOTIATION, hereby waives with respect to each other only, any immunity that

would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

- 8.6** WSDOT shall also defend, indemnify, and hold harmless the Planning Agency and ODOT and their elected officials, officers, agents and employees from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by WSDOT or WSDOT's agents, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom WSDOT may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the Planning Agency or ODOT, their elected officials, officers, agents and employees pursuant to the Agreement; provided that this defense and indemnity obligation shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the Planning Agency's or ODOT's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the Planning Agency and ODOT, their agents, officers and employees by WSDOT, its agents, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom WSDOT may be legally liable.
- 8.7** The Planning Agency shall also defend, indemnify, and hold harmless WSDOT and ODOT and their elected officials, officers, agents and employees from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Planning Agency or the Planning Agency's agents, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Planning Agency may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to WSDOT or ODOT, their elected officials, officers, agents and employees pursuant to the Agreement; provided that this defense and indemnity obligation shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from WSDOT's or ODOT's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to WSDOT and ODOT, their agents, officers and employees by the Planning Agency, its agents, employees, consultants, sub-consultants, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Planning Agency may be legally liable.
- 8.8** The Washington Attorney General, the Vancouver City Attorney, and the Oregon Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, either the State of Washington, the City of Vancouver, or the State of Oregon (respectively) or their officers, members, employees

and agents prior to such action or representation. Either the State of Washington, City of Vancouver, or the State of Oregon, acting by and through their Attorneys General or City Attorney, may assume its own defense, including that of its officers, employees and agents, at any time when in either government's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending or able to defend the interests of that governmental entity, its officers, members, employees and/or agents; (iii) important governmental interests are at stake; or (iv) the best interests of that state or agency are served thereby; and, each party's obligation to pay for all costs and expenses shall include those incurred by either the State of Washington, City of Vancouver, or the State of Oregon in assuming its own defense or that of its officers, members, employees, or agents under (i) and (ii) above.

- 8.9** WSDOT and Planning Agency agree and intend that ODOT is a Third Party beneficiary to this Agreement. WSDOT and Planning Agency are the only parties to this Agreement and, with the exception of ODOT as a Third Party beneficiary, are the only parties entitled to enforce its provisions. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to any other third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the provisions of this Agreement.
- 8.10** The defense, indemnification and WAIVER provisions contained in this Section 8 shall survive the termination or expiration of this Agreement.
- 8.11** The Planning Agency shall obtain and keep in force during the term of this Agreement, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW as follows:
- a. Worker's compensation and employer's liability insurance as required by the STATE OF WASHINGTON.
 - b. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate for each policy period.
 - c. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.
- 8.12** Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, WSDOT, ODOT, their Transportation Commissions and members, their officers, employees, and agents will be named on policies issued for the Program of Planning Agency and any sub-consultant and/or subcontractor as an endorsed additional

insured (the "AIs") with respects to ongoing operations and completed operations. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The Planning Agency's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The Planning Agency shall furnish WSDOT with verification of insurance and endorsements required by this Agreement. WSDOT reserves the right to review complete, certified copies of all required insurance policies at any time.

- 8.13** All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The Planning Agency shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this Agreement to:

Manager, Contract Services Office
Washington State Department of Transportation
PO BOX 47408
Olympia, WA 98504-7408
Email: wsdotcsso@wsdot.wa.gov

- 8.14** No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to WSDOT's Contract Services Office.

9. SUBCONTRACTING

- 9.1** The services of the Planning Agency are to be directed by the Project Manager identified under Section 17. The Planning Agency shall not assign, sublet, or transfer any of the work provided for under this Agreement without prior written approval from WSDOT. WSDOT shall review and approve the Planning Agency's consultant agreement prior to execution. The Planning Agency, and its consultants, subconsultants, contractors and sub-contractors, shall comply with all Federal and State laws and regulations governing the selection and employment of consultants. WSDOT reserves the right to appoint a representative to serve on any consultant selection committee. Subcontracts greater than \$10,000 must contain all the required provisions of this contract.

10. TRAVEL

- 10.1** Any out-of-state travel from which Planning Agency seeks reimbursement (exclusive of travel between Washington and Oregon) must have prior written approval of WSDOT to be eligible for reimbursement. Current WSDOT travel regulations and rates shall apply to all in-state and out-of-state travel for which reimbursement is claimed during the term of this Agreement.

11. LIABILITY

- 11.1** No liability shall attach to WSDOT, ODOT or the Planning Agency by reason of entering into this Agreement except as expressly provided herein.

12. INDEPENDENT CONTRACTOR

- 12.1** The Planning Agency shall be deemed an independent contractor for all purposes and the employees of the Planning Agency or any of its contractors, subcontractors, and the employees thereof, shall not in any manner be deemed to be employees of WSDOT or ODOT.

13. EQUAL EMPLOYMENT OPPORTUNITY

- 13.1** The Planning Agency agrees to abide by all State and Federal regulations with respect to employment. This includes, but is not limited to, equal opportunity employment, nondiscrimination assurances, project record keeping, audits, inspection, and retention of records and will adhere to all of the nondiscrimination provisions set forth in Exhibit "B" attached hereto.

14. SEVERABILITY

- 14.1** If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform to the terms and requirements of applicable law and the intent of this Agreement.

15. EQUIPMENT

- 15.1** All equipment to be purchased under this Agreement shall be listed in the Scope of Work.

16. MERGER

- 16.1** This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any Party unless in writing and signed by all Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of any party or intended beneficiary to enforce any provision of this Agreement shall not constitute a waiver by any party or intended beneficiary of that or any other provision.

17. NOTICE

- 17.1** This Agreement identifies the following individuals as the primary contact person for each organization.

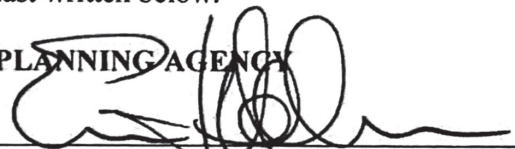
WSDOT:
Frank Green

Assistant Program Administrator, Interstate Bridge Replacement Program
11018 NE 51st Circle
Vancouver, WA 98682
frank.green@interstatebridge.org
360-905-1562

City of Vancouver:
Katherine Kelly
Senior Policy Advisor
415 W 6th Street, P.O. Box 1995
Vancouver, WA 98660
Katherine.Kelly@cityofvancouver.us
360-644-4446 (cell)

IN WITNESS WHEREOF, the PARTIES hereby execute this Agreement as of the day and year last written below.

PLANNING AGENCY


Eric Holmes, City Manager

September 30, 2021
Date

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT)

Franklin Green

Digitally signed by Franklin Green

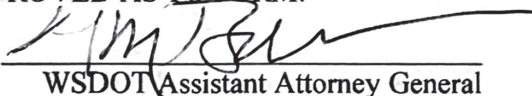
Date: 2021.10.04 09:34:48 -07'00'

Frank Green, Assistant Program Administrator

Date

APPROVED AS TO FORM:

By:


WSDOT Assistant Attorney General

10-1-2021
Date

EXHIBIT A: CITY OF VANCOUVER – SCOPE OF WORK

INTRODUCTION

In 2019, the states of Oregon and Washington approved funding to restart work on replacing the Interstate Bridge on I-5 across the Columbia River, and directed ODOT and WSDOT to open a bi-state program office to lead this work. Recognizing the importance of broad regional support, the Interstate Bridge Replacement (IBR) Program is actively engaging bi-state partner agencies that will provide regional leadership throughout program development and have a direct role in future improvements as a result of their regional positions as an owner, operator, transportation policymaker, or adjacent public economic development entity within the integrated, multi-modal transportation system. As one of these core agency partners the City of Vancouver is and will continue to engage in discussions related to planning, engagement, engineering and design of a replacement bridge solution. This Intergovernmental Agreement is intended to outline City of Vancouver agency commitments and responsibilities related to this work for purposes of reimbursement by the IBR Program.

ROLES AND RESPONSIBILITIES

City of Vancouver will provide staff to collaborate on and assist in key tasks for the Interstate Bridge Replacement (IBR) program. This scope of work covers the time period from January 1, 2021, until December 31, 2022 (through alternatives analysis).

City of Vancouver staff will provide high-quality, on-time contributions and deliverables to contribute to a program that is on schedule and provides for a buildable project.

Assumptions:

None.

WORK ELEMENTS FOR WHICH CITY OF VANCOUVER WILL BE COMPENSATED

1. PROJECT ADMINISTRATION

City of Vancouver will assign a single point of contact for project coordination, called the City of Vancouver IBR Lead. Communication may occur with any City staff as needed, especially with regular routine work or with immediate deadline tasks, but should generally be coordinated through the City of Vancouver IBR Lead. City of Vancouver IBR Lead will also be responsible for coordinating City of Vancouver staff to develop task support and deliverables on time and to communicate to IBR staff about issues that may affect schedule, budget, or quality of work. City of Vancouver IBR Lead will compile City of Vancouver comments for individual tasks and work efforts when reviews are required simultaneously from multiple sources within the City.

The City of Vancouver IBR Lead will prepare for and participate in project-related team meetings consistently during the project, including Staff Level Group meetings, Executive Steering Group meetings, Community Advisory Group meetings, Equity Advisory Group meetings, Technical Work Sessions, Community Working Groups, and additional meetings as defined during the Alternatives Analysis phase of this Program. The IBR Lead and additional principal staff will regularly brief City of Vancouver executives in preparation for Executive Steering Group meetings. Additional City of Vancouver staff will participate in IBR project teams and IBR Working Groups as appropriate. Work under this task will include support for IBR efforts including any needed support of expert review panels and intergovernmental relations.

Staff:

City of Vancouver IBR Lead: Katherine Kelly, Senior Policy Advisor. Additional staff as noted in program expense outline, see Exhibit A.

Assumptions:

None

Deliverables:

Committee attendance and meeting materials as needed; preparation for meetings and consolidated comments on documents and memos.

2. PROJECT CONTROLS

City of Vancouver will communicate key schedule, budget, and other issues to support Project Controls, but this task is not expected to be a significant investment of City of Vancouver staff time. A

small amount of time is assumed for outreach support, schedule management, and supporting the project management plan.

Staff:

City of Vancouver IBR Lead (Katherine Kelly). Other staff as needed and shown in budget estimate, see Exhibit A.

Assumptions:

None

Deliverables:

Participation, communication, and overall support for program management as needed to ensure Vancouver's successful representation and implementation of agreed-upon program outcomes. Report of staff expenditures with detail of work effort accompanying regular invoices submitted by City of Vancouver to WSDOT not more frequently than on a monthly basis or less frequently than every other month.

3. FINANCIAL STRUCTURES

No scope assumed.

4. COMMUNICATIONS

City of Vancouver communications staff will coordinate with IGA program communications staff to align on program communications, including attending communications coordination meetings to align on program activities and milestone communications. City of Vancouver IBR Lead and additional staff as needed and appropriate will provide support and staffing for public meetings and public outreach activities as applicable, including meetings with neighborhoods and interest groups. City of Vancouver staff will lead communications efforts with City Council and committees. City of Vancouver staff will promote IBR program communications through existing communications channels.

Staff:

Lead: Katherine Kelly; Cara Rene, Communications Director. Additional staff as noted in program expense outline, see Exhibit A.

Assumptions:

It is assumed that some outreach and communications activities related specifically to transportation planning, transit planning and engineering, roadway design and engineering, and environmental issues will be included in other sections of this scope. For budgeting purpose, it is assumed that there will be up to six communications coordination meetings per year.

Deliverables:

Coordination and staffing as noted in Section 4.

5. TRANSPORTATION PLANNING

- a. City of Vancouver staff will participate in the development of the IBR methods and assumptions document including study area, study intersections, guiding regulations, time periods and years analyzed, multimodal traffic data needs, assessment methods, methodology for post-processing travel demand data, traffic operations, and safety analysis.
- b. City of Vancouver staff will coordinate with IBR project team to provide existing available data (volumes and safety data) to support the multimodal traffic operations and safety analysis.
- c. City of Vancouver staff will be actively involved in reviewing the performance of multimodal transportation operational models and will participate in providing comments to the IBR Team on revisions that may be required to address multimodal traffic operational issues to ensure the base case adequately reflects existing multimodal traffic operations.
- d. City of Vancouver staff will participate in the development of the IBR land use assumptions, future year land use and transportation project list as best known based on current data, travel demand methodologies, and tolling assumptions for the Travel Demand Models used for the IBR program.
- e. City of Vancouver staff will participate with the Travel Demand Model/Traffic Operations Coordination team to ensure that the travel demand model is developed based on commonly agreed upon land use and transportation system operational data for the existing background traffic, and for two peaks and one daily period. City of Vancouver staff will be actively involved in reviewing the performance of the Travel Demand Model and providing comments to the IBR team. The IBR Travel Demand Model Coordination team will develop future year models as well.
- f. City of Vancouver staff will participate in the development of screening criteria and measures of effectiveness for the IBR Program multimodal transportation analysis.
- g. City of Vancouver staff will participate in the development and assessment of the initial range of multimodal alternatives for the IBR Program. City of Vancouver staff will provide

comments/feedback to the IBR Team to ensure that the project alternatives respond to the City of Vancouver's and the community's concerns about the potential impacts and opportunities with each of the Project alternatives.

- h. City of Vancouver staff will participate in the review, analysis and second screening of the Project alternatives to determine their compliance with the City's transportation and land use policy and technical requirements.
- i. Other City of Vancouver staff will be consulted to provide input to the IBR City Project Lead regarding planning recommendations for Task 5 Transportation Planning.

Staff:

Leads: Katherine Kelly; Jennifer Campos, Principal Transportation Planner; Ryan Lopossa, Public Works Streets and Transportation Manager. Additional staff as noted in program expense outline, see Exhibit A.

Assumptions:

5.g. For budget purposes, it is assumed there will be up to ten initial alternatives. 5.h. For budget purposes, it is assumed there will be up to five build alternatives.

Deliverables:

Transportation Planning data and analysis as noted in sections 5.a – 5.i.

6. ENVIRONMENTAL

- a. City Program Lead will coordinate City participation in the IBR environmental process to include attendance at and contribution to Agency Coordination Group (ACG) and/or other applicable meetings as defined through the Alternatives Analysis phase of this program. Participation in ACG includes assisting in the development and/or review of the following activities:
 - 1. Purpose and Need and Vision and Values
 - 2. Methods and Data Report
 - 3. Alternatives Screening Report
 - 4. Existing Conditions Report
 - 5. Permitting Plan
- b. Discipline report review and comment.

- c. Other tasks as needed and assigned Agency Coordination Group and by IBR environmental leads.
- d. Comments will be assembled in a single document and transmitted through the City Lead as described under Task 1.

Staff:

Leads: Katherine Kelly; Rebecca Kennedy, Deputy Director, Community & Economic Development.
Additional staff as noted in program expense outline, see Exhibit A.

Assumptions:

None.

Deliverables:

Environmental data and documentation as noted in sections 6.a – 6.d.

7. TRANSIT PLANNING/ENGINEERING

- a. COV staff will participate on the Modeling and Transit Working Groups in the development and review of:
 - 1. Transit travel markets
 - 2. Transit service plans, especially as applicable for access to City destinations
 - 3. Travel demand forecasting methodology and results evaluation
 - 4. Transit Baseline Alternative
 - 5. Initial Range of Transit Alternatives
- b. COV staff will participate in the Design Engineering Working Group and/or other applicable work groups as defined during the Alternatives Analysis phase of this program. Work includes development and review of the conceptual engineering of transit alternatives, including participation at interdisciplinary design workshops.
- c. COV staff will participate in the Modeling and Transit Working Groups and/or other applicable work groups as defined during the Alternatives Analysis phase of this program. Work includes development and review of initial screening and a second screening of transit alternatives.
- d. COV staff will participate in the Modeling and Transit Working Groups and/or other applicable work groups as defined during the Alternatives Analysis phase of this program. Work includes development and review of plans for transit capital facilities such as park-and-ride lots, express or other types of bus stops, major structures, etc.

- e. COV staff through the Transit Working Group and/or other applicable work groups as defined during the Alternatives Analysis phase of this program will participate in the development of station area planning studies led by the IBR Team. These studies will include a land use and transportation opportunities/impacts assessment consistent with the level of analysis for initial and second level screening as indicated in the methods and assumptions document.

Staff:

Leads: Katherine Kelly; Ryan Lopossa; Rebecca Kennedy. Additional staff as noted in program expense outline, see Exhibit A.

Assumptions:

7.a.5. For budgeting purpose, it is assumed there will be up to ten initial alternatives.

Deliverables:

Transit planning and engineering data and documentation as noted in sections 7.a – 7.e.

8. DESIGN ENGINEERING

- a. City staff will participate with IBR staff in the development and review of project design criteria, especially for potential future roadways under City jurisdiction.
- b. City staff will participate with IBR staff in the development and review of:
 - 1. Conceptual alternative plans
 - 2. Conceptual plans and profiles of roadways
 - 3. Conceptual plans and profiles of structures
- c. City staff will provide the IBR team with information on existing and planned stormwater systems and provide review of stormwater design criteria to be used for the project.
- d. City staff will provide the IBR team with information on existing and planned City-owned utility systems. The City will provide the IBR team with any known private utilities.
- e. City staff will participate in the review of conceptual traffic management and construction staging concepts prepared for DEIS impact analysis, particularly as these plans affect streets and intersections under City jurisdiction.
- f. City staff will participate in the review of conceptual urban design plans led by the IBR Team.
- g. City staff will review and provide input on the conceptual alternative plan development and screening applying local and regional knowledge to provide feedback on elements to include highway, fixed guideway and structures.
- h. City staff will provide input and review on conceptual cost estimates applying local and regional knowledge to provide feedback.

Staff:

Leads: Katherine Kelly, Ryan Lopossa, Dan Swensen, City Engineer/Public Works Construction and Engineering Manager. Additional staff as noted in program expense outline, see Exhibit A.

Assumptions:

None.

Deliverables:

Design engineering data and documentation as noted in sections 8.a – 8.h.

9. CLIMATE AND EQUITY

- a. The City of Vancouver will contribute staff time in developing and/or reviewing climate related elements of the project and sharing information related to agency specific climate plans. Future agreements will include more specific language regarding program-specific climate commitments.
- b. The City of Vancouver will contribute staff time for EAG participation and the sharing of information and data relative to the City's definition of equity. Future agreements will include more specific language regarding program-specific equity commitments.

Staff:

Leads: Aaron Lande, Alicia Sojourner. Additional staff as noted in program expense outline, see Exhibit A.

Assumptions:

None.

Deliverables:

Data and documentation as noted in sections 9.a – 9.b.

Exhibit A: Cost Estimate

Task	Description	Total Budget by Task
1.0	Program Management/Administration	\$ 859,004.63
2.0	Program Controls	\$ 34,897.53
3.0	Financial Structures	\$ -
4.0	Communications	\$ 99,783.29
5.0	Transportation Planning	\$ 250,295.07
6.0	Environmental	\$ 266,492.41
7.0	Transit Planning/Engineering	\$ 298,521.98
8.0	Design Engineering	\$ 308,929.86
9.0	Major Structures	\$ 142,546.30
	Limited Notice to Proceed	\$ 285,860.02
	Total Amount Authorized:	\$ 2,546,331.09

Exhibit B
Title 6, Civil Rights Act of 1964

During the performance of this Agreement, the Planning Agency, for itself, its sub-contractors, its assignees, and successors in interest, hereinafter referred to as the "Consultant," agree as follows:

1. **Compliance With Regulations:** The Consultant shall comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, hereinafter referred and made a part of this Agreement.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it after award and prior to completion of the Agreement work, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Part 21, including employment practices when the contract covers a program set forth in Appendix A-11 of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by WSDOT, ODOT, the Oregon Secretary of State's Office, the Federal Highway Administration, Federal Transit Administration, the Comptroller General of the United States, and their duly authorized representatives to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to WSDOT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, WSDOT shall impose such Agreement sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payment to the Consultant under the Agreement until the

- consultant complies, and/or
 - b. Cancellation, termination, or suspension of the Agreement, in whole or in part.
- 6. **Incorporation of Provisions:** The Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurements as WSDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request WSDOT to enter into such litigation to protect the interest of the United States.

Special Transportation Planning Study Agreement GCB 3544 Amendment No. 1

This is Amendment No. 1 is between the Washington State Department of Transportation, hereinafter the “WSDOT,” and The City of Vancouver, hereinafter the “PLANNING AGENCY,” collectively referred to as the “Parties” and individually the “Party”.

WHEREAS, the Parties entered into Agreement GCB 3544 on October 4, 2021, hereinafter “Agreement”; and

WHEREAS, the provisions of Section 5.1, allows for changes to the Agreement, provided they are mutually agreed upon by the Parties in writing; and

WHEREAS, the Parties agree to add scope and funding for the continued work required for the Project.

NOW THEREFORE, pursuant to above recitals, and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof it is mutually agreed as follows:

The Parties agree to amend the Agreement, in accordance with Section 5 Modifications to:

- a. add new section 3.4
- b. modify sections 3.1, and
- c. add Exhibit C Scope of Work and Budget for the next phase of the Project.

as follows:

1. The following section is added to the Agreement:

3.4 The PLANNING AGENCY shall submit to WSDOT no more than monthly and no less than quarterly all invoices, backup (FTE including payroll expenses – hours/rate/title, Admin, Overhead, etc., services, travel, other expenses, etc.), percentage of work complete, budget remaining, and progress report summaries of work performed by task to ibrinvoicing@interstatebridge.org and frank.green@interstatebridge.org.

State Fiscal Year End Closure Requirements (RCW 43.88): Any claim for payment as a result of actual costs incurred on or before June 30 of any current STATE fiscal year shall be submitted to the proper STATE office no later than July 6 (six [6] calendar days following the close of the STATE’s fiscal year), or the first business day after the July 4 holiday. Each STATE fiscal year closes on June 30. If the PLANNING AGENCY cannot provide an exact amount by that date, an estimate must be submitted by July 19 for the most probable invoice amount. The estimated invoice must be labeled “ESTIMATE”. The STATE will accrue this estimated invoice amount. To release accrued amounts, a final invoice for the period accrued must be submitted as soon as all final payments are known. This requirement applies to invoices from the PLANNING AGENCY and all sub-consultants providing work under the Agreement and includes any direct expenses which apply to the final fiscal year invoice. Failure to comply with these requirements may delay, or cause denial of, payments for services rendered, at the sole discretion of the STATE.

2. The following, which reads:

3.1 WSDOT agrees to reimburse the Planning Agency's actual direct and related directly allocated per 2 CFR 200 Appendix VII (F) (3) costs of the Project. The maximum amount that WSDOT shall reimburse the Planning Agency shall not exceed the "Total Amount Authorized", as indicated in Exhibit A. Payment by task shall be made as set forth in Exhibit "A."

shall be deleted in its entirety and replaced with:

3.1 WSDOT agrees to reimburse the Planning Agency's actual direct and related directly allocated per 2 CFR 200 Appendix VII (F) (3) costs of the Project. The maximum amount that WSDOT shall reimburse the Planning Agency shall not exceed the "Total Amount Authorized", as indicated in Exhibit A for January 1, 2021 through December 31, 2022 and in Exhibit C for January 1, 2023 through June 30, 2025.

3. Exhibit C Scope of Work and Budget for January 1, 2023 to June 30, 2025 work is hereby attached and incorporated by this reference.

4. All other terms and conditions of the Agreement shall remain in full force and effect, except as modified by this Amendment No. 1.

This Amendment may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the party's date last signed below.

The City of Vancouver	Washington State Department of Transportation
By:	By:
Printed: Eric Holmes	Printed: Frank Green
Title: City Manager	Title: Assistant Program Administrator
Date:	Date:
Approved as to Form (if needed)	Approved as to Form Washington State Department of Transportation
By:	By:
Printed:	Printed:
Title:	Title: WSDOT Assistant Attorney General
Date:	Date:

EXHIBIT C: SCOPE OF WORK

INTRODUCTION

In 2019, the states of Oregon and Washington approved funding to restart work on replacing the Interstate Bridge on I-5 across the Columbia River and directed ODOT and WSDOT to open a bi-state program office to lead this work. Recognizing the importance of broad regional support, the Interstate Bridge Replacement (IBR) Program is actively engaging bi-state partner agencies that will provide regional leadership throughout program development and have a direct role in future improvements as a result of their regional positions as an owner, operator, transportation policymaker, or adjacent public economic development entity within the integrated, multi-modal transportation system. As one of these core agency partners the City of Vancouver is and will continue to engage in discussions related to planning, engagement, engineering and design of a replacement bridge solution. This Intergovernmental Agreement is intended to outline City of Vancouver agency commitments and responsibilities related to this work for purposes of reimbursement by the IBR Program.

The City of Vancouver is committed to prioritizing the centering of climate and equity in all work noted below.

ROLES AND RESPONSIBILITIES

City of Vancouver will provide staff to collaborate on and assist in key tasks for the Interstate Bridge Replacement (IBR) program. This scope of work covers the time period from January 1, 2023, until June 30, 2025 (Supplemental Environmental Impact Statement (SEIS) and Design phase).

City of Vancouver staff will provide high-quality, on-time contributions and deliverables to contribute to a program that is on schedule and provides for a buildable project.

Assumptions:

None.

WORK ELEMENTS FOR WHICH CITY OF VANCOUVER WILL BE COMPENSATED

1. PROJECT ADMINISTRATION

Overview:

City of Vancouver will assign a single point of contact for project coordination, called the City of Vancouver IBR Lead. Communication may occur with any City staff as needed, especially with regular routine work or with immediate deadline tasks, but should generally be coordinated through the City of Vancouver IBR Lead. City of Vancouver IBR

Lead will also be responsible for coordinating City of Vancouver staff to develop task support and deliverables on time and to communicate to IBR staff about issues that may affect schedule, budget, or quality of work. City of Vancouver IBR Lead will compile City of Vancouver comments for individual tasks and work efforts when reviews are required simultaneously from multiple sources within the City.

The City of Vancouver IBR Lead will prepare for and participate in project-related team meetings consistently during the project, including meetings of the Staff Level Group, Project Management Group, Executive Steering Group, Community Advisory Group, Equity Advisory Group, Technical Work Sessions, Climate Work Group, Community Working Groups, Community Benefits Agreements, and additional meetings as defined during the SEIS and Design phase of this Program. The IBR Lead and additional principal staff will continue to regularly brief City of Vancouver executives in preparation for Executive Steering Group meetings. Additional City of Vancouver staff will participate in IBR project teams and IBR working groups as appropriate. Work under this task will include support for IBR efforts including any needed support of expert review panels and intergovernmental relations.

Staff:

City of Vancouver IBR Lead Katherine Kelly, Senior Policy Advisor. Additional staff as needed and agreed to within budget scope per Exhibit C.

Assumptions:

None

Deliverables:

Committee attendance and meeting materials as needed; preparation for meetings and consolidated comments on documents and memos.

2. PROJECT CONTROLS

Overview:

City of Vancouver will communicate key schedule, budget, and other issues to support Project Controls. Time is also assumed for outreach support, schedule management, and supporting the project management plan.

Staff:

City of Vancouver IBR Lead Katherine Kelly, Senior Policy Advisor. Additional staff as needed and agreed to within budget scope per Exhibit C.

Assumptions:

None

Deliverables:

Participation, communication, and overall support for program management as needed to ensure Vancouver's successful representation and implementation of agreed-upon program outcomes.

Report of staff expenditures with detail of work effort accompanying regular invoices submitted by City of Vancouver to WSDOT not more frequently than on a monthly basis or less frequently than every other month.

3. FINANCIAL STRUCTURES

Overview:

City of Vancouver staff will engage in development, review, and monitoring as necessary in:

- a. A conceptual finance plan for design, construction, operations, and maintenance of project components;
- b. Tolling policy development, rate scenario reviews, and implementation scenarios;
- c. Tracking state, regional, and federal funding opportunities;
- d. Bi-state ownership structures and agreements;
- e. Assessment of economic impacts due to construction; and
- f. Additional financial structure issues as defined through the SEIS process.

Staff:

City of Vancouver IBR Lead Katherine Kelly, Senior Policy Advisor. Additional staff as needed and agreed to within budget scope per Exhibit C.

Assumptions:

None

Deliverables:

Participation in development and review of financial structures as noted in Task 3 overview.

4. COMMUNICATIONS

Overview:

City of Vancouver staff will coordinate with IGA program communications staff to align on program communications, including attending communications coordination meetings to align on program activities and milestone communications. City of Vancouver IBR Lead and additional staff as needed and appropriate will provide support and staffing for public meetings and public outreach activities as applicable, including meetings with neighborhoods and interest groups. City of Vancouver staff will lead communications efforts with City Council and committees. In collaboration with IBR staff, City of Vancouver staff will promote IBR program communications through existing communications channels.

Staff:

City of Vancouver IBR Lead Katherine Kelly, Senior Policy Advisor; Laura Shephard, Communications Director. Additional staff as needed and agreed to within budget scope per Exhibit C.

Assumptions:

It is assumed that some outreach and communications activities related specifically to transportation planning, transit planning and engineering, multimodal transportation design and engineering, and environmental issues will be included in other sections of this scope.

Deliverables:

Coordination and staffing as noted in Task 4 overview.

5. TRANSPORTATION PLANNING

Overview:

City of Vancouver staff will:

- a. participate in continuation of analysis of IBR methods and assumptions for multimodal traffic data and analysis, assessment methods, post-processing of travel demand data, traffic operations, and safety;
- b. engage in review of guiding regulations, time periods and years analyzed for proposed enhancements within the project study area;
- c. coordinate with IBR project team to provide existing available data (volumes and safety data) to support the multimodal traffic operations and safety analysis;
- d. be actively involved in reviewing the performance of multimodal transportation operational models and will participate in providing comments

to the IBR Team on revisions that may be required to address multimodal traffic operational issues;

- e. participate in the development and ongoing review of IBR land use assumptions, future year land use and transportation project list as best known based on current data, travel demand methodologies, and tolling assumptions for the Travel Demand Models used for the IBR program;
- f. be actively involved in reviewing the performance of the Travel Demand Model and providing comments to the IBR team;
- g. participate in the development and application of screening criteria and measures of effectiveness for the IBR Program multimodal transportation analysis;
- h. participate in ongoing assessment of the multimodal alternatives for the IBR Program;
- i. participate in the review, analysis and screening of design options to determine their compliance with the City's transportation and land use policy and technical requirements and community needs and desires; and
- j. be consulted to provide input to the IBR City Project Lead regarding planning recommendations for Task 5 Transportation Planning.

Staff:

City of Vancouver IBR Lead Katherine Kelly, Senior Policy Advisor; Ryan Lopossa, Public Works Streets and Transportation Manager; Kate Drennan, Principal Transportation Planner. Additional staff as needed and agreed to within budget scope per Exhibit C.

Assumptions:

None.

Deliverables:

Transportation Planning data and analysis as noted in Task 5.a - 5.j.

6. ENVIRONMENTAL

Overview:

City of Vancouver staff will:

- a. participate in all applicable meetings as defined through the SEIS phase of this program, including but not limited to consulting party meetings;
- b. engage in coordination of environmental compliance, inter-agency agreements, permitting strategy, delivery;
- c. monitor and engage in development and evaluation of options, including screening criteria;
- d. review and provide feedback on technical reports;
- e. engage in other tasks as warranted through committee and work group meetings and

- through coordination with IBR environmental leads; and
- f. assemble and transit comments through the City Lead as described under Task 1.

Staff:

City of Vancouver IBR Lead Katherine Kelly, Senior Policy Advisor; Rebecca Kennedy, Deputy Director, Community Development. Additional staff as needed and agreed to within budget scope per Exhibit C.

Assumptions:

None.

Deliverables:

Environmental data and documentation as noted in Task 6.a - 6.f.

7. TRANSIT PLANNING/ENGINEERING

Overview:

City of Vancouver staff will:

- a. participate in continuing development and review of:
 1. Transit travel markets
 2. Transit service plans, especially as applicable for access to City destinations
 3. Travel demand forecasting and results evaluation
 4. Transit design options;
- b. participate in Design Engineering and /or other applicable work groups as defined during SEIS phase of this program to review and assist with development of conceptual engineering of transit facilities, stations, park and rides, and any multimodal interfaces.
- c. participate in the Modeling and/or other applicable work groups as defined during the SEIS phase of this program. Work includes helping develop and review of transit operational efficiency, overall operations, and to determine associated maintenance needs; and
- d. review and assist with station area planning that includes coordination and review of studies related to land use and transportation opportunities/impacts assessment consistent with the level of analysis for initial and second level screening as indicated in the methods and assumptions document.

Staff:

City of Vancouver IBR Lead Katherine Kelly, Senior Policy Advisor; Rebecca Kennedy, Deputy Director, Community Development; Ryan Lopossa, Public Works Streets and Transportation Manager; Kate Drennan, Principal Transportation Planner. Additional staff as needed and agreed to within budget scope per Exhibit C.

Assumptions:

None.

Deliverables:

Transit planning and engineering data and documentation as noted in Task 7.a - 7.d.

8. DESIGN ENGINEERING

Overview:

City of Vancouver staff will:

- a. participate with IBR staff in the development, review, and application of project design criteria, especially for potential future roadways or other facilities under City jurisdiction;
- b. participate with IBR staff in the development and review of conceptual design plans and profiles of all multimodal transportation facilities and structures;
- c. continue to provide the IBR team with information on existing and planned stormwater systems and provide review of stormwater design criteria to be used for the project;
- d. continue to provide the IBR team with information on existing and planned City-owned utility systems and any known private utilities;
- e. participate in the review of conceptual traffic management and construction staging concepts prepared for DEIS impact analysis, particularly as these plans affect streets and intersections under City jurisdiction;
- f. participate in the development and review of conceptual urban design plans developed by the IBR Team;
- g. review and provide input on the conceptual plan development and screening applying local and regional knowledge to provide feedback on elements to include highway, fixed guideway, multimodal transportation facilities, and structures;
- h. provide input and review on conceptual cost estimates applying local and regional knowledge to provide feedback; and
- i. engage in development and review of urban design schematics for primary corridors, recreation opportunity areas, intersections and crossings, and other areas defined through the SEIS process.

Staff:

City of Vancouver IBR Lead Katherine Kelly, Senior Policy Advisor; Rebecca Kennedy, Deputy Director, Community Development; Ryan Lopossa, Public Works Streets and Transportation Manager. Additional staff as needed and agreed to within budget scope per Exhibit C.

Assumptions:

None.

Deliverables:

Design engineering data and documentation as noted in Task 8.a - 8.i.

9. Major Structures

Overview:

City of Vancouver staff will:

- a. participate with IBR staff in the development and review of design for all major structures, including the bridge, interchanges, community connector, and other as defined through the SEIS process;
- b. engage in development and review of civil design efforts and operational requirements;
- c. engage in development and review of geotechnical components;
- d. engage in development and review of architectural options;
- e. engage in development and review of aesthetic and urban design strategies for the bridge and all major structural components; and
- f. participate with IBR staff in development and review of cost estimates, pricing, and phasing of construction packages for all major structures.

Staff:

City of Vancouver IBR Lead Katherine Kelly, Senior Policy Advisor; Ryan Lopossa, Public Works Streets and Transportation Manager; Craig Redlinger, Construction Services Manager. Additional staff as needed and agreed to within budget scope per Exhibit C.

Assumptions:

None.

Deliverables:

Data and documentation as noted in Task 9.a - 9.f.

10. Public Affairs and Partner Relations

Overview:

City of Vancouver staff will:

- a. participate in development and review of strategic engagement planning;
- b. participate with IBR staff in engagement with WA and OR legislative and Transportation Commission initiatives as needed;
- c. participate with IBR staff in engagement with WA and OR federal legislative

- representatives and federal executive agencies as needed;
- d. participate with IBR staff in development and review of Bi-State Legislative Committee engagement as needed;
- e. engage in and support briefings and tours of legislative and other officials as defined through the SEIS process;
- f. coordinate with IBR Communications to meet legislative directives and respond to elected officials as applicable; and
- g. engage in preparation and distribution of legislative session materials as needed, and provide support during sessions as appropriate.

Staff:

City of Vancouver IBR Lead Katherine Kelly, Senior Policy Advisor; Aaron Lande, Policy and Programs Manager. Additional staff as needed and agreed to within budget scope per Exhibit C.

Assumptions:

None.

Deliverables:

Data and documentation as noted in Task 10.a – 10g.

EXHIBIT C: TASK BUDGET

Task	Description	January 1, 2023 - June 30, 2025 NTE
1.0	Program Management/ Administration	\$304,911.15
2.0	Program Controls	\$76,238.40
3.0	Financial Structures	\$231,265.42
4.0	Communications	\$202,699.70
5.0	Transportation Planning	\$388,918.09
6.0	Environmental	\$1,015,468.58
7.0	Transit Planning/Engineering	\$375,257.90
8.0	Design Engineering	\$593,504.13
9.0	Major Structures	\$310,447.07
10.0	Public Affairs and Partner Relations	\$209,998.46
	Total Amount Authorized:	\$3,708,708.91



Staff Report: 212-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/19/2022

SUBJECT Professional Service Amendments for On-call Transportation Planning Services

Key Points

- On-call task order contracts allow for the efficient procurement of scope-specific professional assistance during times of peak workload.
- A Request for Qualifications (RFQ 20-21) was issued by the City for transportation planning services with responses received by twelve firms.
- Responses were evaluated and three firms were awarded contracts to provide on-call transportation planning services, with an initial limit up to \$300,000. The contract limit was amended in February 2022 (approved with Staff Report 052-22) to increase the not to exceed amount, per professional service provider, to \$1,000,000.
- Contracts are awarded for a period of up to five years and allow project managers to vary specific task order amounts depending on the category of work and specific work needed.
- Staff anticipate exceeding the amended maximum not to exceed amount given the priorities identified by Council and funded through the 2023-24 biennial budget process and require Council approval to amend the contracts to a budget of \$3,000,000 each.

Strategic Plan Alignment

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

Objective 1.1: Develop and maintain a safe, balanced and innovative transportation system that will meet the needs of future generations

Goal 6: Facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services - "20-minute neighborhoods"

Goal 8: Strengthen commercial, retail and community districts throughout the City

Present Situation

The City adopted a Complete Streets policy in 2017 that provided staff direction to look at opportunities to improve safety, accessibility, and mobility in partnership with the City's Pavement Management and Capital programs. Based on proposed pavement projects scheduled for the 2023-2026 time period, several decision packages were submitted to fund project analysis, community engagement, and design concept development for the following corridors:

- Ft. Vancouver Way from Mill Plain Boulevard to Fourth Plain Boulevard
- SE 34th Street between SE 162nd Avenue to just east of 192nd/the City limits
- Fourth Plain Boulevard between F Street and Andresen Road
- NE 112th Avenue/SE Chkalov Drive from McGillivray Boulevard to SR-500/City limits
- Upper Main Street between Fourth Plain to Highway 99/City limits, in alignment with planning for C-TRAN's Highway 99 Bus Rapid Transit Project
- St. Johns / St. James couplet between Fourth Plain Blvd. to NE 68th Street/City limits
- 33rd Street between F Street to P Street
- 29th Street between NW Kauffman and Neals Lane

The Transportation Planning Services On-call contracts allows staff to support these Complete Streets Program elements, including follow up evaluations for every project and ongoing monitoring and education efforts.

The City issued RFQ 20-21 for transportation planning services in April of 2021 and received twelve responses in May of 2021. Consultants were asked to submit responses that could include services for the following tasks:

- Transportation Street Design
- Striping and Traffic Marking
- Minor Signal and Lighting Design
- Traffic Detection and Signal Modification
- Project Scope/Budget Development
- Computer Aided Drafting
- Design of Biking, Walking, and Transit Facilities
- Development of Public Outreach Materials
- Implementation of Community Meetings, Open Houses, etc.
- Meeting Facilitation
- Project Evaluation

After a review of all responses, the evaluation committee selected the following three consultants for on-call professional service contracts.

- DKS
- Fehr and Peers
- Parametrix

Advantage(s)

1. Provides immediate transportation planning services needed to assist City staff with the execution of both planned and unexpected projects.
2. Provides maximum flexibility to transportation planning staff to ensure projects are adequately and professional staffed.
3. Establishing on-call contracts now and subsequent task orders as needed reduces staff

capacity expended on the procurement and consultant selection process and maximizes efficiency in bringing on required professional service resources.

4. Allows for the hiring of consultants that are specialized in specific fields that meet project needs of transportation planning.

Due to on-going project needs and the addition of new projects through the 2023-2024 biennial budget process, increasing the contract budgets is necessary to ensure continued successful project implementation. The revised contract not to exceed the amount would be increased from \$1,000,000 to \$3,000,000 for the DKS, Fehr and Peers, and Parametrix contracts.

Disadvantage(s)

Using consultants can be more costly than using City staff, however, the short-term nature of on-call task assignments creates an as needed, short-term supplement to City staff during peak workloads at a reasonable cost.

Budget Impact

Planning costs for existing projects are included in the 2021-2022 and 2023-2024 Transportation Planning and Capital Fund budgets. The planning work for Complete Streets projects is anticipated to be supported by the new sales tax revenue approved by the Transportation Benefits District.

Prior Council Review

- Approval of the 2021-2022 and 2023-2024 biennial budget Complete Streets decision packages.
- April 18, 2022 Council approved the amendments to increase the not-to-exceed limits to \$1,000,000 with Staff Report 052-22.

Action Requested

Authorize the City Manager or their designee to execute amendments to the Professional Service Agreements with DKS, Fehr and Peers, and Parametrix for transportation planning services on an as-needed basis for five years with not-to-exceed amounts indicated above; authorize the City Manager to approve any legal action necessary to enforce the terms of the same.

Rebecca Kennedy, Deputy Community Development Director, 360-487-7896

ATTACHMENTS:

- ▣ DKS Contract Executed
- ▣ DKS - Amendment 1 - Executed
- ▣ DKS - Amendment 2
- ▣ Fehr and Peers Contract Executed
- ▣ Fehr - Amendment 1 - Executed
- ▣ Fehr - Amendment 2
- ▣ Parametrix Contract Executed
- ▣ Parametrix - Amendment 1 - Executed
- ▣ Parametrix - Amendment 2

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: C-100686

Firm/Organization Legal Name (do not use dba's): DKS Associates, Inc		
Address 720 SW Washington St, Suite 500	Federal Aid Number	
UBI Number 601 460 417	Federal TIN or SSN Number 94-2583153	
Execution Date August 6, 2021	Completion Date December 31, 2023	
1099 Form Required ☒ Yes ☐ No	Federal Participation ☒ Yes ☐ No	
Project Title On-Call Transportation Planning		
Description of Work Transportation planning/engineering and other transportation related professional services.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Maximum Amount Payable: \$300,000

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number: C-100686

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Vancouver hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number: C-100686

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Anna L. Vogel
 Agency: City of Vancouver
 Address: PO Box 1995
 City: Vancouver State: WA Zip: 98668
 Email: anna.vogel@cityofvancouver.us
 Phone: 360-487-8429
 Facsimile:

If to CONSULTANT:

Name: Carl Springer
 Agency: DKS Associates, Inc
 Address: 720 SW Washington St, Suite 500
 City: Portland State: OR Zip: 97205
 Email: carl.springer@dksassociates.com
 Phone: 503-243-3500 503-753-8991
 Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

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V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E", will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee.

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- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.
- The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.
- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

Agreement Number: C-100686

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

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VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

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The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

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to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

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Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Anna Vogel
 Agency: City of Vancouver
 Address: PO Box 1995
 City: Vancouver State: WA Zip: 98668
 Email: anna.vogel@cityofvancouver.us
 Phone: 360-487-8429
 Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

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XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

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XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

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The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:

Anna Vogel

7C05B7FE675849B...

Anna L. Vogel, Procurement Manager

8/10/2021

Date

Attest:

DocuSigned by:

Natasha Ramras

BCF6734E40E04AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

Jonathan Young

9A7DC2E31F604A2...

Jonathan Young, City Attorney

CONTRACTOR:

DKS Associates, Inc

DocuSigned by:

Carl Springer

B95204EFD00040A...

Signature

Carl Springer Principal

Printed Name /Title

8/5/2021

Date

Exhibit A Scope of Work

Project No.

The Consultant is to provide on-call design/analysis, transportation planning and public outreach related to transportation projects per Request for Qualifications #20-21 (RFQ) and respondents reesponse to said RFQ on file in the City of Vancouver Procurement Services and by reference hereto made a part of this agreement.

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Exhibit B DBE Participation

N/A

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Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

TBD

B. Roadway Design Files

TBD

C. Computer Aided Drafting Files

TBD

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D. Specify the Agency's Right to Review Product with the Consultant
TBD

E. Specify the Electronic Deliverables to Be Provided to the Agency
TBD

F. Specify What Agency Furnished Services and Information Is to Be Provided
TBD

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II. Any Other Electronic Files to Be Provided

TBD

III. Methods to Electronically Exchange Data

TBD

A. Agency Software Suite

TBD

B. Electronic Messaging System

TBD

C. File Transfers Format

TBD

Exhibit D ***Prime Consultant Cost Computations***

See attached.

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**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 11, 2020

DKS Associates
720 SW Washington Street, Suite 500
Portland, OR 97205

Subject: Acceptance FYE 2020 ICR – CPA Report

Dear Mike Thomas:

We have accepted your firms FYE 2020 Indirect Cost Rate (ICR) of 185.79% of direct labor (rate includes 0.29% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Moss Adams, LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Consultant Fee Determination - Summary Sheet



Standard DKS Billing Grades	Maximum Direct Salary	Overhead	Fixed Fee	Maximum Billing Rate
Tech Level A	\$ 9.36	185.79%	30.0%	\$ 29.55
Tech Level B	\$ 9.50	185.79%	30.0%	\$ 30.00
Tech Level C	\$ 11.08	185.79%	30.0%	\$ 35.00
Tech Level D/Grade 1	\$ 12.67	185.79%	30.0%	\$ 40.00
Tech Level E/Grade 2	\$ 14.25	185.79%	30.0%	\$ 45.00
Tech Level F/Grade 3	\$ 15.83	185.79%	30.0%	\$ 50.00
Tech Level G/Grade 4	\$ 17.42	185.79%	30.0%	\$ 55.00
Tech Level H/Grade 5	\$ 19.00	185.79%	30.0%	\$ 60.00
Tech Level I/Grade 6	\$ 20.58	185.79%	30.0%	\$ 65.00
Tech Level J/Grade 7	\$ 22.17	185.79%	30.0%	\$ 70.00
Tech Level K/Grade 8	\$ 23.75	185.79%	30.0%	\$ 75.00
Tech Level L/Grade 9	\$ 25.33	185.79%	30.0%	\$ 80.00
Tech Level M/Grade 10	\$ 26.92	185.79%	30.0%	\$ 85.00
Tech Level N/Grade 11	\$ 28.50	185.79%	30.0%	\$ 90.00
Tech Level O/Grade 12	\$ 30.08	185.79%	30.0%	\$ 95.00
Tech Level P/Grade 13	\$ 31.67	185.79%	30.0%	\$ 100.00
Tech Level Q/Grade 14	\$ 33.25	185.79%	30.0%	\$ 105.00
Tech Level R/Grade 15	\$ 34.83	185.79%	30.0%	\$ 110.00
Tech Level S/Grade 16	\$ 36.42	185.79%	30.0%	\$ 115.00
Tech Level T/Grade 17	\$ 38.00	185.79%	30.0%	\$ 120.00
Tech Level U/Grade 18	\$ 39.58	185.79%	30.0%	\$ 125.00
Tech Level V/Grade 19	\$ 41.17	185.79%	30.0%	\$ 130.00
Tech Level W/Grade 20	\$ 42.75	185.79%	30.0%	\$ 135.00
Tech Level X/Grade 21	\$ 44.33	185.79%	30.0%	\$ 140.00
Tech Level Y/Grade 22	\$ 45.92	185.79%	30.0%	\$ 145.00
Tech Level Z/Grade 23	\$ 47.50	185.79%	30.0%	\$ 150.00
Grade 24	\$ 49.08	185.79%	30.0%	\$ 155.00
Grade 25	\$ 50.67	185.79%	30.0%	\$ 160.00
Grade 26	\$ 52.25	185.79%	30.0%	\$ 165.00
Grade 27	\$ 53.83	185.79%	30.0%	\$ 170.00
Grade 28	\$ 55.42	185.79%	30.0%	\$ 175.00
Grade 29	\$ 57.00	185.79%	30.0%	\$ 180.00
Grade 30	\$ 58.58	185.79%	30.0%	\$ 185.00
Grade 31	\$ 60.17	185.79%	30.0%	\$ 190.00
Grade 32	\$ 61.75	185.79%	30.0%	\$ 195.00
Grade 33	\$ 63.33	185.79%	30.0%	\$ 200.00
Grade 34	\$ 64.92	185.79%	30.0%	\$ 205.00
Grade 35	\$ 66.50	185.79%	30.0%	\$ 210.00
Grade 36	\$ 68.08	185.79%	30.0%	\$ 215.00
Grade 37	\$ 69.67	185.79%	30.0%	\$ 220.00
Grade 38	\$ 71.25	185.79%	30.0%	\$ 225.00

Grade 39	\$	72.83	185.79%	30.0%	\$	230.00
Grade 40	\$	74.42	185.79%	30.0%	\$	235.00
Grade 41	\$	76.00	185.79%	30.0%	\$	240.00
Grade 42	\$	77.58	185.79%	30.0%	\$	245.00
Grade 43	\$	79.17	185.79%	30.0%	\$	250.00

Rates CAPPED at \$250/Grade 43

Project expenses will be billed at *cost* for service and handling. Project expenses include project-related costs such as reproduction through outside services, transportation, subsistence, delivery/postage and subcontractor services.

Reimbursable costs are billed as follows:

- 8-1/2 x 11 B/W, at cost, up to \$0.10 per page
- 11 x 17 B/W bond, at cost, up to \$0.50 per page
- 24 x 36 B/W bond, at cost, up to \$1.00 per page
- 11 x 17 B/W mylar, at cost, up to \$ 3.50 per page
- 24 x 36 B/W mylar, at cost, up to \$ 7.00 per page
- 8-1/2 x 11 color, at cost, up to \$ 0.90 per page
- 11 x 17 color, at cost, up to \$ 1.75 per page

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

No approved sub-contractor.

Agreement Number: C-100686

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: C-100686

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number: C-100686

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
DKS Associates, Inc
whose address is
720 SW Washington Street, Suite 500, Portland, OR 97205
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Vancouver
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

DKS Associates, Inc

Consultant (Firm Name)

DocuSigned by:

Carl Springer

B95284EFD8D846A...

Signature (Authorized Official of Consultant)

8/5/2021

Date

Agreement Number: C-100686

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

☒ Agency Official of the Local Agency

☐ Other

of the City of Vancouver, and DKS Associates, Inc
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration
of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

DocuSigned by:

Anna Vogel
7C05B7FE675849B

8/10/2021

Signature

Date

Agreement Number: C-100686

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DKS Associates, Inc

Consultant (Firm Name)

DocuSigned by:

Carl Springer

B95284EFD8D840A...

8/5/2021

Signature (Authorized Official of Consultant)

Date

Agreement Number: C-100686

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

DKS Associates, Inc

Consultant (Firm Name)

DocuSigned by:

B95284EFD8D840A...

Signature (Authorized Official of Consultant)

8/5/2021

Date

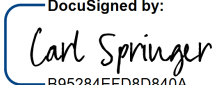
Agreement Number: C-100686

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of on-call transportation planning ^{**} are accurate, complete, and current as of August 4, 2021.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: DKS Associates, Inc

DocuSigned by:

 B95284EFD8D840A...
 Signature

8/5/2021

Title

Date of Execution***: 8/5/2021

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: C-100686

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$1,000,000

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$1,000,000

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number: C-100686

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number: C-100686

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number: C-100686

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number: C-100686

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number: C-100686


**Washington State
Department of Transportation**

Supplemental Agreement Number <u>1</u>		Organization and Address	
Original Agreement Number C-100686		DKS Associates, Inc 720 SW Washington Street, Suite 500 Portland, OR 97205	
Project Number		Execution Date August 10, 2021	Completion Date December 31, 2023
Project Title On-Call Transportation Planning		New Maximum Amount Payable \$1,000,000	
Description of Work Transportation planning/engineering and other transportation related professional services.			

The Local Agency of Cify of Vancouver

desires to supplement the agreement entered in to with DKS Associates, Inc.

and executed on August 10, 2021 and identified as Agreement No. C-100686

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

No Change

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: December 31, 2025

III

Section V, PAYMENT, shall be amended as follows:

No change

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

CITY OF VANCOUVER
A municipal corporation

DocuSigned by:

75A9183485CA467...
Eric Holmes, City Manager

4/21/2022
Date

Attest:

DocuSigned by:

BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

9A7DC2E31F694A2...
Jonathan Young, City Attorney

CONTRACTOR:
DKS Associates, Inc.

DocuSigned by:

B95264EFD6D640A...
Signature

Carl Springer
Principal
Printed Name /Title

4/20/2022
Date



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>2</u>		Organization and Address	
Original Agreement Number C-100686		DKS Associates, Inc 720 SW Washington Street, Suite 500 Portland, OR 97205 Phone:	
Project Number	Execution Date August 10, 2021	Completion Date December 31, 2025	
Project Title On-Call Transportation Planning	New Maximum Amount Payable \$3,000,000		
Description of Work Transportation planning/engineering and other transportation related professional services.			

The Local Agency of City of Vancouver
desires to supplement the agreement entered in to with DKS Associates, Inc.
and executed on August 10, 2021 and identified as Agreement No. C-100686
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
No Change

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days
for completion of the work to read: No change

III

Section V, PAYMENT, shall be amended as follows:
No change

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate
spaces below and return to this office for final action.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
DKS Associates, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: C-100677

Firm/Organization Legal Name (do not use dba's): Fehr & Peers		
Address 921 SW Washington St, Suite 700	Federal Aid Number	
UBI Number 602-671-978	Federal TIN or SSN Number 68-0065540	
Execution Date July 20, 2021	Completion Date December 31, 2023	
1099 Form Required ☒ Yes ☐ No	Federal Participation ☒ Yes ☐ No	
Project Title On-Call Transportation Planning		
Description of Work Transportation planning/engineering and other transportation related professional services.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Maximum Amount Payable: \$300,000

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number: C-100677

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Vancouver hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

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Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Anna L. Vogel
 Agency: City of Vancouver
 Address: PO Box 1995
 City: Vancouver State: WA Zip: 98668
 Email: anna.vogel@cityofvancouver.us
 Phone: 360-487-8429
 Facsimile:

If to CONSULTANT:

Name: Kendra Breiland
 Agency: Fehr & Peers
 Address: 921 SW Washington St, Suite 700
 City: Portland State: OR Zip: 97205
 Email: k.breiland@fehrandpeers.com
 Phone: 503-296-2746
 Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

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V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E", will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee.

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- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.
- The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.
- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

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VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

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VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

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The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

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to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

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Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Anna Vogel
 Agency: City of Vancouver
 Address: PO Box 1995
 City: Vancouver State: WA Zip: 98668
 Email: anna.vogel@cityofvancouver.us
 Phone: 360-487-8429
 Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

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XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

Agreement Number: C-100677

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

Agreement Number: C-100677

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:



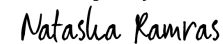
7C05B7FF675649B...
Anna L. Vogel, Procurement Manager

8/10/2021

Date

Attest:

DocuSigned by:



BCE6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



9A7DC2E31F694A2...
Jonathan Young, City Attorney

CONTRACTOR:

Fehr & Peers

DocuSigned by:



B635D1F7844F4E0...
Signature

Kendra Breiland Principal

Printed Name /Title

8/4/2021

Date

Exhibit A Scope of Work

Project No. N/A

The Consultant is to provide on-call design/analysis, transportation planning and public outreach related to transportation projects per Request for Qualifications #20-21 (RFQ) and respondents reesponse to said RFQ on file in the City of Vancouver Procurement Services and by reference hereto made a part of this agreement.

Agreement Number: C-100677

Exhibit B DBE Participation

N/A

Agreement Number: C-100677

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

TBD

B. Roadway Design Files

TBD

C. Computer Aided Drafting Files

TBD

Agreement Number: C-100677

D. Specify the Agency's Right to Review Product with the Consultant
TBD

E. Specify the Electronic Deliverables to Be Provided to the Agency
TBD

F. Specify What Agency Furnished Services and Information Is to Be Provided
TBD

Agreement Number: C-100677

II. Any Other Electronic Files to Be Provided

TBD

III. Methods to Electronically Exchange Data

TBD

A. Agency Software Suite

TBD

B. Electronic Messaging System

TBD

C. File Transfers Format

TBD

Exhibit D ***Prime Consultant Cost Computations***

See attached.

Agreement Number: C-100677

**City of Vancouver Planning On-Call
Actuals Not to Exceed Rate Table
Fehr & Peers
2021-2022
Pacific Northwest Offices**

Job Classifications	Direct Labor Rate NTE	Overhead 189.31% NTE	Fee (Profit) 30% NTE	All Inclusive Hourly Billing Rate NTE
Principal I - III	\$ 98.56	\$ 186.58	\$ 29.57	\$ 314.71
Senior Associate I - II	\$ 63.94	\$ 121.04	\$ 19.18	\$ 204.16
Associate I - II	\$ 54.81	\$ 103.76	\$ 16.44	\$ 175.01
Senior Engineer Planner I - III	\$ 45.19	\$ 85.55	\$ 13.56	\$ 144.30
Engineer/Planner I-III	\$ 37.02	\$ 70.08	\$ 11.11	\$ 118.21
Senior Engineering Technician I - V	\$ 44.23	\$ 83.73	\$ 13.27	\$ 141.23
Technician I - III	\$ 36.07	\$ 68.28	\$ 10.82	\$ 115.17
Intern	\$ 27.00	\$ 51.11	\$ 8.10	\$ 86.21
Sr. Administrative Assistant I-IV	\$ 35.10	\$ 66.45	\$ 10.53	\$ 112.08
Administrative Assistant I - III	\$ 33.51	\$ 63.44	\$ 10.05	\$ 107.00
Project Accountant	\$ 43.75	\$ 82.82	\$ 13.13	\$ 139.70



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

June 15, 2021

Fehr & Peers
100 Pringle Avenue, Suite 600
Walnut Creek, CA 94596

Subject: Acceptance FYE 2020 ICR – CPA Report

Dear Lysa Wollard:

We have accepted your firms FYE 2020 Indirect Cost Rate (ICR) of 189.31% of direct labor based on the “Independent CPA Report,” prepared by D.L. Purvine, CPA, PLLC. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in black ink, appearing to read 'Erik K. Jonson'.

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See attached for approved sub-consultants.

Agreement Number: C-100677



**Washington State
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PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 8, 2021

MacKay Sposito, Inc.
1325 SE Tech Center Drive, Suite 140
Vancouver, WA 98683

Subject: Acceptance FYE 2020 ICR – Audit Office Review

Dear Jyoti Sohi:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2020 Indirect Cost Rate (ICR) of 149.73% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink that reads "Erik K. Jonson".

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Actuals Not To Exceed Table (ANTE)
As of 6/30/21

City of Vancouver Transportation Planning On-Call Contract MacKay Sposito, Inc 1325 SE Tech Center Drive, Ste. 140 Vancouver, WA 98683		
Job Classifications		All Inclusive Hourly Billing Rate NTE
Principa/Project Manager Design		\$202.50
Engineering Manager		\$195.53
Project Engineer		\$141.21
Engineer IV		\$112.95
Enginner III		\$109.09
Engineer II		\$97.91
Engineer I		\$89.51
Design Technician IV		\$95.11
Design Tehnician III		\$92.31
Landscape Architect II		\$106.30
Landscape Designer I		\$83.92
Environmental Manager II		\$153.63
Environmental Specialist III		\$89.51
Survey Party Chief		\$128.68
Survey Instrument Person		\$71.33
Land Surveyor III		\$106.30
Land Surveyor IV		\$125.07
Survey Manager		\$167.59
Project Manager - Survey		\$132.68



**Washington State
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TTY: 1-800-833-6388
www.wsdot.wa.gov

June 8, 2021

EnviroIssues, Inc.
101 Stewart Street, Ste 1200
Seattle, WA 98101

Subject: Acceptance FYE 2020 ICR – Risk Assessment Review

Dear Lynette Bradbury:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2020 ICR of 181.40% of direct labor (rate includes 0.05% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink that reads "Erik K. Jonson".

ERIK K. JONSON
Contract Services Manager

EKJ:ah

EnviroIssues, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2020

Description	Financial Statement Amount	EnviroIssues Adj.	Ref.	Accepted Amount	%
Direct Labor	<u>\$5,086,911</u>			<u>\$5,086,911</u>	100.00%
Indirect Cost:					
Fringe Benefits					
401(k) Employer Match	\$77,706			\$77,706	1.53%
401(k) Audit Expenses	12,000			12,000	0.24%
FICA & Medicare Tax	663,332	(\$737)	I	662,595	13.03%
FUTA Tax	5,330			5,330	0.10%
SUI Tax	29,090			29,090	0.57%
WA PFML	12,980			12,980	0.26%
Workers' Comp. Expense	27,535			27,535	0.54%
Insurance - Medical	906,696			906,696	17.82%
Insurance - Medical (Voluntary)	829	(829)	F	0	0.00%
Insurance - Employee LTC Ins.	18,454			18,454	0.36%
Insurance - Owners' Life & STD	458	(458)	A	0	0.00%
Employee Morale	13,517	(13,517)	D	0	0.00%
Employee Transit Expense	(38,125)			(38,125)	-0.75%
Wages - Vacation	754,533			754,533	14.83%
Wages - Paid Sick/Safe Time	186,159			186,159	3.66%
Wages - Wellness	208,591			208,591	4.10%
Wages - Holiday Pay	522,544			522,544	10.27%
Wages - FFCRA	93,097			93,097	1.83%
Bonus	44,640			44,640	0.88%
Total Fringe Benefit & Taxes	<u>\$3,539,367</u>	<u>(\$15,541)</u>		<u>\$3,523,826</u>	<u>69.27%</u>
General Overhead					
Wages - Overhead	\$2,903,504			\$2,903,504	57.08%
Wages - OT Premium	21,576			21,576	0.42%
Wages - Bid & Proposal	439,789			439,789	8.65%
Wages - Direct Selling	79,322			79,322	1.56%
Wages - Marketing	10,326	(\$10,326)	F	0	0.00%
Wages - Severance	37,050			37,050	0.73%
Professional Development	10,875			10,875	0.21%
Relocation Expense	5,678			5,678	0.11%
Rent	1,128,071			1,128,071	22.18%
Off Site Storage	4,309			4,309	0.08%
Non-Phone Utilities	621			621	0.01%
Maint/Repairs (non-Computer)	30,643			30,643	0.60%
Depreciation Expense	32,079			32,079	0.63%
Auto Lease	13,505	(2,699)	B, G	10,806	0.21%
Auto License	1,241			1,241	0.02%
Auto Maint & Repairs	523			523	0.01%
Insurance - Auto	10,395	(586)	G, K	9,809	0.19%
Gas - Auto	1,948	(355)	G, K	1,593	0.03%
Meetings	5,630	(12)	K	5,618	0.11%
Airfare	7,576	(70)	K	7,506	0.15%
Car Rental	706	(62)	K	644	0.01%

EnviroIssues, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2020

Lodging	12,841	(1,140)	C, K	11,701	0.23%
Meals - Travel	2,879	(2,880)	C, K	(1)	0.00%
Mileage	1,812	(59)	K	1,753	0.03%
Parking	27,095	(751)	G, K	26,344	0.52%
	Financial				
	Statement	EnviroIssues		Accepted	
Description	Amount	Adj.	Ref.	Amount	%
Taxi / Ferry / Train / Tolls	8,272	(479)	K	7,793	0.15%
Advertising	192			192	0.00%
Meals - Business	3,124	(3,124)	D	0	0.00%
Sponsorships	7,400	(7,400)	H	0	0.00%
Registrations	6,068	(1,350)	H	4,718	0.09%
Trade Dues (net of lobbying fees)	14,973			14,973	0.29%
Delivery	1,947			1,947	0.04%
Postage	942			942	0.02%
Telephone	73,765			73,765	1.45%
Computer Software/Maint	115,964			115,964	2.28%
Computer Equipment	77,056			77,056	1.51%
Online Services	111,900	(22,429)	K	89,471	1.76%
Accounting	39,634	(12,000)	K	27,634	0.54%
Bank Charges	397	(397)	K	0	0.00%
Business License Expense	5,782			5,782	0.11%
Contributions	4,631	(4,631)	H	0	0.00%
Copying / Printing	2,264			2,264	0.04%
Equipment Lease	65,244	(1,319)	B	63,925	1.26%
Insurance - Business	58,919			58,919	1.16%
Legal Expense	43,809	(32,142)	K	11,667	0.23%
Interest Expense	118,177	(118,177)	B	0	0.00%
Office Supplies	33,535	(30)	E	33,505	0.66%
Other Professional Services	68,512			68,512	1.35%
Publications & Subscriptions	4,186			4,186	0.08%
Taxes - City: Seattle/Tacoma	54,747			54,747	1.08%
Taxes - Personal Property	8,049	(8,049)	J	0	0.00%
Taxes - State B & O	205,722			205,722	4.04%
Taxes - Use & Local	7,637			7,637	0.15%
Taxes - State Income	(710)			(710)	-0.01%
Miscellaneous	3,045	(3,045)	E	0	0.00%
Total General Overhead	<u>\$5,935,177</u>	<u>(\$233,512)</u>		<u>\$5,701,665</u>	<u>112.09%</u>
Total Indirect Costs & Overhead	<u>\$9,474,544</u>	<u>(\$249,053)</u>		<u>\$9,225,491</u>	<u>181.36%</u>
Indirect Cost Rate (Less FCCM)	186.25%			<u>181.36%</u>	
Facilities Capital Cost of Money (FCCM)	<u>\$9,474,544</u>	<u>\$2,322</u>	L	<u>\$2,322</u>	0.05%
		<u>(\$246,731)</u>		<u>\$9,227,813</u>	
Indirect Cost Rate (Including FCCM)				<u>181.40%</u>	

EnviroIssues, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2020

EnviroIssues, Inc. Accepted by LC 6/3/2021
"Indirect Cost Rate still subject to WSDOT Audit"

References

EnviroIssues Adjustments:

- A Key person life insurance unallowable per 48 CFR 31.205-19(a)(2)(vi).
 - B Interest costs unallowable per 48 CFR 31.205-20.
 - C Travel costs in excess of Federal Travel Regulations unallowable per 48 CFR 31.205-46(a)(2)(i)
 - D Entertainment unallowable per 48 CFR 31.205-14.
 - E Miscellaneous adjustments by firm per 48 CFR 31.201-4
 - F Marketing is unallowable per 48 CFR 31.201-6(e)(2)
 - G Associated cost for personal use of Autos removed per 48 CFR 31.205-6(m)(2) & 31.201-6
 - H Contributions are unallowable per 48 CFR 31.205-8
 - I Fringe benefits for unallowable promotional activities labor per WSDOT worksheet and 48 CFR 31.201-6 & 31.205-6(m)
 - J Personal expense unallowable per 48 CFR 31.205-41(b)(5) and 31.201-6(d)
 - K Unallowable costs per 48 CFR 31.201-4
 - L Imputed cost related to investment in fixed assets/facilities per 48 CFR 31.205-10.
- * EnviroIssues Inc, received \$2,195,400 from Paycheck Protection Program (PPP). As of 6/7/2021 these funds are not forgiven.

EnvirolIssues, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2020

	TOTAL	EI Adj	REFERENCE	ACCEPTED AMOUNT
Direct Labor Base	\$5,086,911			\$ 5,086,911
Indirect Costs				
Fringe Benefits & Taxes				
Profit Sharing/Retirement	\$ -	\$ -		\$ -
401(k) Employer Match	\$ 77,706	\$ -		\$ 77,706
401(k) Audit Expenses	\$ 12,000	\$ -		\$ 12,000
FICA & Medicare Tax	\$ 663,332	\$ (737)	K	\$ 662,595
FUTA Tax	\$ 5,330	\$ -		\$ 5,330
SUI Tax	\$ 29,090	\$ -		\$ 29,090
WA PFML	\$ 12,980	\$ -		\$ 12,980
Workers' Comp. Expense	\$ 27,535	\$ -		\$ 27,535
Insurance - Medical	\$ 906,696	\$ -		\$ 906,696
Insurance - Medical (Voluntary)	\$ 829	\$ (829)	F	\$ -
Insurance - Employee LTC Ins.	\$ 18,454	\$ -		\$ 18,454
Insurance - Owners' Life & STD	\$ 458	\$ (458)	A	\$ -
Employee Morale	\$ 13,517	\$ (13,517)	D	\$ -
Employee Transit Expense	\$ (38,125)	\$ -		\$ (38,125)
Wages - Vacation	\$ 754,533	\$ -		\$ 754,533
Wages - Paid Sick/Safe Time	\$ 186,159	\$ -		\$ 186,159
Wages - Wellness	\$ 208,591	\$ -		\$ 208,591
Wages - Holiday Pay	\$ 522,544	\$ -		\$ 522,544
Wages - FFCRA	\$ 93,097	\$ -		\$ 93,097
Bonus	\$ 44,640	\$ -		\$ 44,640
Total Fringe Benefit & Taxes	\$ 3,539,367	\$ (15,541)		\$ 3,523,826

General Overhead

Wages - Overhead	\$ 2,903,504	\$ -		\$ 2,903,504
Wages - OT Premium	\$ 21,576	\$ -		\$ 21,576
Wages - Bid & Proposal	\$ 439,789	\$ -		\$ 439,789
Wages - Direct Selling	\$ 79,322	\$ -		\$ 79,322
Wages - Marketing	\$ 10,326	\$ (10,326)	G	\$ -
Wages - Severance	\$ 37,050	\$ -		\$ 37,050
Temp Clerical Support	\$ -	\$ -		\$ -
Professional Development	\$ 10,875	\$ -		\$ 10,875
Relocation Expense	\$ 5,678	\$ -		\$ 5,678
Rent	\$ 1,128,071	\$ -		\$ 1,128,071
Off Site Storage	\$ 4,309	\$ -		\$ 4,309
Non-Phone Utilities	\$ 621	\$ -		\$ 621
Maint/Repairs (non-Computer)	\$ 30,643	\$ -		\$ 30,643
Depreciation Expense	\$ 32,079	\$ -		\$ 32,079
Auto Lease	\$ 13,505	\$ (2,699)	B, H	\$ 10,806
Auto License	\$ 1,241	\$ -		\$ 1,241
Auto Maint & Repairs	\$ 523	\$ -		\$ 523
Insurance - Auto	\$ 10,395	\$ (586)	H	\$ 9,809
Gas - Auto	\$ 1,948	\$ (355)	H, M	\$ 1,593
Meetings	\$ 5,630	\$ (12)	M	\$ 5,618
Airfare	\$ 7,576	\$ (70)	M	\$ 7,506
Car Rental	\$ 706	\$ (62)	M	\$ 644
Lodging	\$ 12,841	\$ (1,140)	C, M	\$ 11,701
Meals - Travel	\$ 2,879	\$ (2,880)	C, M	\$ (1)

EnvirolIssues, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2020

	TOTAL	EI Adj	REFERENCE	ACCEPTED AMOUNT
Mileage	\$ 1,812	\$ (59)	M	\$ 1,753
Parking	\$ 27,095	\$ (751)	H, M	\$ 26,344
Taxi / Ferry / Train / Tolls	\$ 8,272	\$ (479)	M	\$ 7,793
Advertising	\$ 192	\$ -		\$ 192
Meals - Business	\$ 3,124	\$ (3,124)	D	\$ -
Sponsorships	\$ 7,400	\$ (7,400)	J	\$ -
Registrations	\$ 6,068	\$ (1,350)	J	\$ 4,718
Trade Dues (net of lobbying fees)	\$ 14,973	\$ -		\$ 14,973
Delivery	\$ 1,947	\$ -		\$ 1,947
Postage	\$ 942	\$ -		\$ 942
Telephone	\$ 73,765	\$ -		\$ 73,765
Computer Software/Maint	\$ 115,964	\$ -		\$ 115,964
Computer Equipment	\$ 77,056	\$ -		\$ 77,056
Online Services	\$ 111,900	\$ (22,429)	M	\$ 89,471
Accounting	\$ 39,634	\$ (12,000)	M	\$ 27,634
Bank Charges	\$ 397	\$ (397)	M	\$ -
Business License Expense	\$ 5,782	\$ -		\$ 5,782
Contributions	\$ 4,631	\$ (4,631)	J	\$ -
Copying / Printing	\$ 2,264	\$ -		\$ 2,264
Equipment Lease	\$ 65,244	\$ (1,319)	B	\$ 63,925
Insurance - Business	\$ 58,919	\$ -		\$ 58,919
Legal Expense	\$ 43,809	\$ (32,142)	M	\$ 11,667
Interest Expense	\$ 118,177	\$ (118,177)	B	\$ -
Office Supplies	\$ 33,535	\$ (30)	F	\$ 33,505
Other Professional Services	\$ 68,512	\$ -		\$ 68,512
Publications & Subscriptions	\$ 4,186	\$ -		\$ 4,186
Taxes - City: Seattle/Tacoma	\$ 54,747	\$ -		\$ 54,747
Taxes - Personal Property	\$ 8,049	\$ (8,049)	L	\$ -
Taxes - State B & O	\$ 205,722	\$ -		\$ 205,722
Taxes - Use & Local	\$ 7,637	\$ -		\$ 7,637
Taxes - State Income	\$ (710)	\$ -		\$ (710)
Miscellaneous	\$ 3,045	\$ (3,045)	F	\$ -
Total General Overhead	\$ 5,935,177	\$ (233,512)		\$ 5,701,665
Total Overhead and Benefits	\$ 9,474,544	\$ (249,053)		\$ 9,225,491
Indirect Cost Rate (Less FCC)	186.25%			181.36%
FCCM				\$ 2,322
				\$ 9,227,812
Indirect Cost Rate (Including FCC)				181.40%

EnvirolIssues, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2020

	TOTAL	EI Adj	REFERENCE	ACCEPTED AMOUNT
A Key person life insurance unallowable per 48 CFR 31.205-19(a)(2)(vi).				
B Interest costs unallowable per 48 CFR 31.205-20.				
C Travel costs in excess of Federal Travel Regulations unallowable per 48 CFR 31.205-46(a)(2)(i)				
D Entertainment unallowable per 48 CFR 31.205-14.				
E Lobbying costs unallowable per 48 CFR 31.205-22.				
F Miscellaneous adjustments by firm per 31.201-4				
G Marketing is unallowable per 48 CFR 31.201-6(e)(2)				
H Associated cost for personal use of Autos removed per 48 CFR 31.205-6(m)(2) & 31.201-6				
I Advertising costs are unallowable per 48 CFR 31.205-1(f)(1)				
J Contributions are unallowable per 48 CFR 31.205-8				
K Fringe benefits for unallowable promotional activities labor per WSDOT worksheet and 48 CFR 31.201-6 & 31.205-6(m); and Fringe benefits for unallowable labor per adjustment M				
L Personal expense unallowable per 48 CFR 31.205-41(b)(5) and 31.201-6(d)				
M Unallowable costs per FAR 31.201-4				
N GSA IFF unallowable per 48 CFR 31.202, 31.201-4 and 31.201-2				

FACILITIES CAPITAL COST OF MONEY CALCULATION

Average Fixed Assets (Property & Equipment)	2020	
Beginning Balance - Net of Accum. Depreciation	158,910	
Ending Balance - Net of Accum. Depreciation	126,831	
Beginning + Ending	285,741	
Average = (Beginning + Ending)/2	142,871	
 Average Facilities Capital Cost of Money Rate		
January - June	0.02125	https://www.irs.gov/efile
July - December	0.01125	
Average for Year	0.01625	
 Facilities Capital Cost of Money =	2,322	
Av. Fixed Assets x Av Money Rate		
 Allocation Base (direct labor dollars)	5,086,911	
Facilities Capital Cost of Money Factor	0.000456	

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: C-100677

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number: C-100677

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Fehr & Peers
whose address is
921 SW Washington St, Suite 700, Portland, OR 97205
and that neither the above firm nor I have:

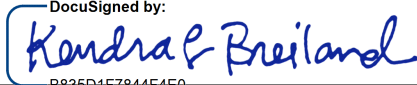
- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Vancouver
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Fehr & Peers

Consultant (Firm Name)

DocuSigned by:



B835D1F7844F4E0...

Signature (Authorized Official of Consultant)

8/4/2021

Date

Agreement Number: C-100677

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

☒ Agency Official of the Local Agency

☐ Other

of the City of Vancouver, and Fehr & Peers
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

DocuSigned by:

Anna Vogel

7C05B7FF675849B...

Signature

8/10/2021

Date

Agreement Number: C-100677

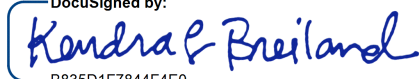
Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Fehr & Peers

Consultant (Firm Name)

DocuSigned by:



B836D1F7844F4E0...

Signature (Authorized Official of Consultant)

8/4/2021

Date

Agreement Number: C-100677

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

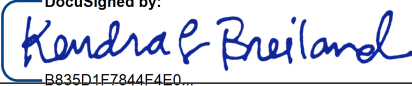
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Fehr & Peers

Consultant (Firm Name)

DocuSigned by:

 B835D1E7844E4E0...

Signature (Authorized Official of Consultant)

8/4/2021

Date

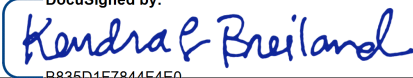
Agreement Number: C-100677

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of on-call transportation planning ^{**} are accurate, complete, and current as of July 22, 2021

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Fehr & Peers

DocuSigned by:

B836D1F7844F4E0...
Signature

Principal
Title

Date of Execution***: 8/4/2021

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: C-100677

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$1,000,000

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$1,000,000

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number: C-100677

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number: C-100677

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number: C-100677

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number: C-100677

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number: C-100677


**Washington State
Department of Transportation**

Supplemental Agreement Number <u>1</u>		Organization and Address	
Original Agreement Number C-100677		Fehr & Peers 921 Washington Street, Suite 700 Portland, OR 97205 Phone:	
Project Number	Execution Date August 10, 2021	Completion Date December 31, 2023	
Project Title On-Call Transportation Planning	New Maximum Amount Payable \$1,000,000		
Description of Work Transportation planning/engineering and other transportation related professional services.			

The Local Agency of City of Vancouver

desires to supplement the agreement entered in to with Fehr & Peers

and executed on August 10, 2021 and identified as Agreement No. C-100677

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

No Change

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: December 31, 2025

III

Section V, PAYMENT, shall be amended as follows:

No change

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>2</u>		Organization and Address	
Original Agreement Number C-100686		DKS Associates, Inc 720 SW Washington Street, Suite 500 Portland, OR 97205 Phone:	
Project Number	Execution Date August 10, 2021	Completion Date December 31, 2025	
Project Title On-Call Transportation Planning	New Maximum Amount Payable \$3,000,000		
Description of Work Transportation planning/engineering and other transportation related professional services.			

The Local Agency of Cify of Vancouver
desires to supplement the agreement entered in to with DKS Associates, Inc.
and executed on August 10, 2021 and identified as Agreement No. C-100686
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
No Change

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days
for completion of the work to read: No change

III

Section V, PAYMENT, shall be amended as follows:
No change

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate
spaces below and return to this office for final action.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
DKS Associates, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

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Firm/Organization Legal Name (do not use dba's): Parametrix		
Address 700 NE Multnomah, Suite 1000, Portland OR 97232		Federal Aid Number
UBI Number 600 135 349		Federal TIN or SSN Number 91-0914810
Execution Date August 12, 2021		Completion Date December 31, 2023
1099 Form Required ☒ Yes ☐ No		Federal Participation ☒ Yes ☐ No
Project Title On-Call Transportation Planning		
Description of Work Transportation planning/engineering and other transportation related professional services.		
☐ Yes ☒ No DBE Participation ☐ Yes ☒ No MBE Participation ☐ Yes ☒ No WBE Participation ☐ Yes ☒ No SBE Participation		Maximum Amount Payable: \$300,000

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

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THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Vancouver hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

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Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Anna L. Vogel
 Agency: City of Vancouver
 Address: PO Box 1995
 City: Vancouver State: WA Zip: 98668
 Email: anna.vogel@cityofvancouver.us
 Phone: 360-487-8429
 Facsimile:

If to CONSULTANT:

Name: Ryan Farncomb
 Agency: Parametrix
 Address: 700 NE Multnomah, Suite 1000
 City: Portland State: OR Zip: 97232
 Email: rfarncomb@parametrix.com
 Phone: 503-233-2400 503-416-6868
 Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

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V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E", will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee.

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- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.
- The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.
- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

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VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

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VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

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The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

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to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

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Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Anna Vogel
 Agency: City of Vancouver
 Address: PO Box 1995
 City: Vancouver State: WA Zip: 98668
 Email: anna.vogel@cityofvancouver.us
 Phone: 360-487-8429
 Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

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XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

Agreement Number: C-100694

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

Agreement Number: C-100694

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

Agreement Number: C-100694

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:

7C05B7FE675849B...
Anna L. Vogel, Procurement Manager

8/26/2021
Date

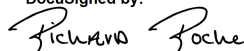
Attest:
DocuSigned by:

BCF6734E40E04AE...
Natasha Ramras, City Clerk

Approved as to form:
DocuSigned by:

9A7DC2E31F604A2...
Jonathan Young, City Attorney

CONTRACTOR:

Parametric
DocuSigned by:

40B7F37B5CC04B1...
Signature

Richard Roche operations Manager
Printed Name /Title

8/24/2021
Date

Exhibit A Scope of Work

Project No. C-100694

The Consultant is to provide on-call design/analysis, transportation planning and public outreach related to transportation projects per Request for Qualifications #20-21 (RFQ) and respondents response to said RFQ on file in the City of Vancouver Procurement Services and by reference hereto made a part of this agreement.

Agreement Number: C-100694

Exhibit B ***DBE Participation***

N/A

Agreement Number: C-100694

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

TBD

B. Roadway Design Files

TBD

C. Computer Aided Drafting Files

TBD

Agreement Number: C-100694

D. Specify the Agency's Right to Review Product with the Consultant
TBD

E. Specify the Electronic Deliverables to Be Provided to the Agency
TBD

F. Specify What Agency Furnished Services and Information Is to Be Provided
TBD

Agreement Number: C-100694

II. Any Other Electronic Files to Be Provided

TBD

III. Methods to Electronically Exchange Data

TBD

A. Agency Software Suite

TBD

B. Electronic Messaging System

TBD

C. File Transfers Format

TBD

Exhibit D

Prime Consultant Cost Computations

See attached.

Agreement Number: C-100694



Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 22, 2021

Holli Moeini, CFO
Parametrix, Inc.
1019 39th Ave. SE, Suite 100
Puyallup, WA 98374-2215

Dear Ms. Moeini:

We have performed a cognizant review of the audit, and supporting workpapers, of the Parametrix, Inc. Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended 1/1/2021 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. Clark Nuber P.S. performed the audit. The CPA represented that the audit was conducted in accordance with the *Government Auditing Standards*, as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. We performed our cognizant review in accordance with the *AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates*.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the audit, and supporting workpapers for the Statement of Direct Labor, Fringe Benefits, and General Overhead, and the related Auditor's Reports, we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards. Accordingly, we recommend acceptance of the following rates:

Combined/Corporate: 175.11%
Facilities Capital Cost of Money (FCCM): 0.20%

Sincerely,

A handwritten signature in black ink that reads 'Schatzie Harvey'. The signature is written in a cursive, flowing style.

Schatzie Harvey, CPA
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Jeff Tawney, Acting Assistant Director of Internal Audit
Erik Jonson, Contracting Services Manager
File

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: Parametrix, Inc. 1019 39th Avenue NE, Suite 100 Puyallup, WA 98374					
Job Classifications	PMX Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
			175.31%	30.00%	
Administrative Assistant 3	Admin Assistant	\$22.55	\$39.53	\$6.77	\$68.85
Administrative Assistant 3	Sr Admin Assistant	\$26.26	\$46.04	\$7.88	\$80.17
Administrative Assistant 3	Office Administrator	\$28.86	\$50.59	\$8.66	\$88.11
Administrative Assistant 5	Business Analyst	\$34.95	\$61.27	\$10.49	\$106.71
Administrative Assistant 5	Business Manager	\$55.75	\$97.74	\$16.73	\$170.21
Audit Specialist - DOT 4	Finance/Accounting Supervisor	\$45.29	\$79.40	\$13.59	\$138.27
Bridge Engineer 1	Engineer II	\$38.50	\$67.49	\$11.55	\$117.54
Bridge Engineer 3	Engineer III	\$47.08	\$82.54	\$14.12	\$143.74
Bridge Engineer 5	Engineer IV	\$58.40	\$102.38	\$17.52	\$178.30
Bridge Engineer 7	Sr Consultant*	\$160.00	\$280.50	\$48.00	\$488.50
Bridge Technician 2	Jr Engineer	\$24.00	\$42.07	\$7.20	\$73.27
Budget Analyst 3	Project Accountant	\$34.81	\$61.03	\$10.44	\$106.28
Budget Analyst 3	Sr Project Accountant	\$41.41	\$72.60	\$12.42	\$126.43
Civil Engineer 2	Engineer I	\$34.52	\$60.52	\$10.36	\$105.39
Civil Engineer 3	Sr Engineer	\$95.00	\$166.54	\$28.50	\$290.04
Civil Engineer 4	Sr Consultant*	\$160.00	\$280.50	\$48.00	\$488.50
Communications Consultant 3	Marketing Assistant	\$26.50	\$46.46	\$7.95	\$80.91
Communications Consultant 3	Technical Aide	\$27.63	\$48.44	\$8.29	\$84.36
Communications Consultant 3	Publications Specialist II	\$29.97	\$52.54	\$8.99	\$91.50
Communications Consultant 3	Information Resources Specialist	\$31.37	\$54.99	\$9.41	\$95.78
Communications Consultant 3	Technical Editor	\$32.33	\$56.68	\$9.70	\$98.71
Communications Consultant 3	Communications Specialist	\$32.63	\$57.20	\$9.79	\$99.62
Communications Consultant 3	Marketing Coordinator	\$34.13	\$59.83	\$10.24	\$104.20
Communications Consultant 5	Sr Marketing Coordinator	\$49.68	\$87.09	\$14.90	\$151.68
Communications Consultant 5	Sr Technical Editor	\$50.00	\$87.66	\$15.00	\$152.66
Communications Consultant 5	Sr Publications Specialist		\$0.00	\$0.00	\$0.00
Construction Project Coordinator 2	Sr Project Controls Specialist	\$49.61	\$86.97	\$14.88	\$151.46
Construction Project Coordinator 3	Construction Manager II	\$51.83	\$90.86	\$15.55	\$158.24
Construction Project Coordinator 3	Construction Manager I	\$70.00	\$122.72	\$21.00	\$213.72
Construction Project Coordinator 4	Technical Lead	\$40.58	\$71.14	\$12.17	\$123.89
Construction Project Coordinator 4	Publications Supervisor	\$44.15	\$77.40	\$13.25	\$134.79
Construction Project Coordinator 4	Sr Construction Mgr	\$90.00	\$157.78	\$27.00	\$274.78
Contracts Specialist 2	Project Coordinator	\$29.80	\$52.24	\$8.94	\$90.98
Contracts Specialist 2	Sr Project Coordinator	\$33.03	\$57.90	\$9.91	\$100.84
Contracts Specialist 2	Project Controls Specialist	\$40.56	\$71.11	\$12.17	\$123.83
Contracts Specialist 3	Sr Contracts Administrator	\$48.43	\$84.90	\$14.53	\$147.86
Contracts Specialist 3	Project Delivery Officer	\$80.00	\$140.25	\$24.00	\$244.25
Deputy	Community Building Division Manager		\$0.00	\$0.00	\$0.00
Deputy	EP&C Division Manager	\$64.62	\$113.29	\$19.39	\$197.29
Deputy	Water Solutions Div Mgr	\$76.54	\$134.18	\$22.96	\$233.68
Deputy	Regional Division Manager	\$99.93	\$175.19	\$29.98	\$305.10
Deputy	Vice President	\$104.23	\$182.73	\$31.27	\$318.22
Deputy	Sr Vice President	\$145.10	\$254.37	\$43.53	\$443.00
Deputy	Sr Consultant*	\$160.00	\$280.50	\$48.00	\$488.50
Deputy	Principal Consultant	\$250.00	\$438.28	\$75.00	\$763.28
Director	Dir. of Risk Management	\$109.00	\$191.09	\$32.70	\$332.79
Director	Chief Operating Officer	\$122.43	\$214.63	\$36.73	\$373.79
Drafting Technician 2	CADD Operator I	\$29.71	\$52.08	\$8.91	\$90.71
Drafting Technician 3	CADD Operator II	\$26.84	\$47.05	\$8.05	\$81.95
Drafting Technician 3	CADD Operator III	\$43.42	\$76.12	\$13.03	\$132.57
Engineer	Engineer I	\$34.52	\$60.52	\$10.36	\$105.39
Engineer	Resident Engineer	\$60.59	\$106.22	\$18.18	\$184.99

WSDOT Agreement:
Parametrix, Inc.
1019 39th Avenue NE, Suite 100
Puyallup, WA 98374

Job Classifications	PMX Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
			175.31%	30.00%	
Engineer	Operations Manager	\$101.77	\$178.41	\$30.53	\$310.71
Engineering Aide 2	Jr Engineer	\$24.00	\$42.07	\$7.20	\$73.27
Engineering Aide 4	Jr Designer	\$23.26	\$40.78	\$6.98	\$71.02
Engineering Aide 4	Programmer II	\$26.83	\$47.04	\$8.05	\$81.91
Engineering Aide 4	Designer I	\$27.87	\$48.86	\$8.36	\$85.09
Engineering Assistant 2	Designer II	\$37.11	\$65.06	\$11.13	\$113.30
Engineering Technician 3	Designer III	\$41.67	\$73.05	\$12.50	\$127.22
Engineering Technician Lead	Designer IV	\$53.46	\$93.72	\$16.04	\$163.22
Engineering Technical Supervisor	Sr Designer	\$61.84	\$108.41	\$18.55	\$188.80
Environmental Engineer 2	Scientist I	\$30.43	\$53.35	\$9.13	\$92.91
Environmental Engineer 2	Scientist II	\$38.03	\$66.67	\$11.41	\$116.11
Environmental Engineer 2	Jr Scientist		\$0.00	\$0.00	\$0.00
Environmental Engineer 4	Scientist III	\$46.10	\$80.82	\$13.83	\$140.75
Environmental Engineer 4	Scientist IV	\$51.01	\$89.43	\$15.30	\$155.74
Environmental Engineer 4	Engineer IV	\$58.40	\$102.38	\$17.52	\$178.30
Environmental Engineer 4	Sr Scientist	\$75.00	\$131.48	\$22.50	\$228.98
Environmental Planner 2	Planner II	\$37.17	\$65.16	\$11.15	\$113.48
Environmental Planner 5	Hydrogeologist III	\$43.78	\$76.75	\$13.13	\$133.66
Environmental Planner 5	Hydrogeologist IV	\$45.00	\$78.89	\$13.50	\$137.39
Environmental Planner 5	Planner III	\$47.19	\$82.73	\$14.16	\$144.08
Environmental Planner 5	Sr Hydrogeologist	\$67.49	\$118.32	\$20.25	\$206.05
Environmental Specialist 3	Cultural Resources Specialist I	\$23.00	\$40.32	\$6.90	\$70.22
Environmental Specialist 3	Cultural Resources Specialist II	\$27.38	\$48.00	\$8.21	\$83.59
Environmental Specialist 3	Environmental Tech III	\$32.24	\$56.52	\$9.67	\$98.43
Environmental Specialist 3	Inspector	\$39.08	\$68.51	\$11.72	\$119.32
Environmental Specialist 3	Environmental Tech I		\$0.00	\$0.00	\$0.00
Environmental Specialist 5	Cultural Resources Specialist III	\$30.00	\$52.59	\$9.00	\$91.59
Environmental Specialist 5	Cultural Resources Specialist IV	\$35.96	\$63.04	\$10.79	\$109.79
Environmental Specialist 5	Sr Cultural Resources Specialist	\$50.00	\$87.66	\$15.00	\$152.66
Environmental Specialist 5	UAV Pilot		\$0.00	\$0.00	\$0.00
Facilities Engineer 1	Electrical Designer III	\$43.37	\$76.03	\$13.01	\$132.41
Facilities Engineer 1	Electrical Designer II	\$43.91	\$76.98	\$13.17	\$134.06
Facilities Engineer 1	Electrical Designer IV	\$53.59	\$93.95	\$16.08	\$163.62
Facilities Engineer 1	Sr Electrical Designer	\$64.15	\$112.46	\$19.25	\$195.86
Facilities Engineer 4	Electrical Engineer III	\$45.50	\$79.77	\$13.65	\$138.92
Facilities Engineer 4	Electrical Engineer IV	\$62.99	\$110.43	\$18.90	\$192.31
Facilities Engineer 4	Sr Electrical Engineer	\$79.38	\$139.16	\$23.81	\$242.36
Facilities Engineer 4	Sr Engineer	\$95.00	\$166.54	\$28.50	\$290.04
Facilities Planner 1	Planner I	\$32.60	\$57.15	\$9.78	\$99.53
Facilities Planner 2	Planner II	\$37.17	\$65.16	\$11.15	\$113.48
Facilities Planner 2	Planner IV	\$55.51	\$97.31	\$16.65	\$169.48
IT Specialist 3	GIS Technician	\$28.62	\$50.17	\$8.59	\$87.38
IT Specialist 3	Sr GIS Analyst	\$39.42	\$69.11	\$11.83	\$120.35
IT Specialist 3	Sr Systems Administrator	\$57.81	\$101.35	\$17.34	\$176.50
IT Specialist 3	IT Manager	\$73.70	\$129.20	\$22.11	\$225.01
Land Survey 2	Surveyor I	\$28.00	\$49.09	\$8.40	\$85.49
Land Survey 2	Surveyor II	\$38.37	\$67.27	\$11.51	\$117.15
Land Survey 2	Jr Surveyor		\$0.00	\$0.00	\$0.00
Land Survey 3	Surveyor III	\$47.00	\$82.40	\$14.10	\$143.50
Land Survey 3	Sr Surveyor	\$60.00	\$105.19	\$18.00	\$183.19
Land Survey 3	Surveying Supervisor	\$72.12	\$126.43	\$21.64	\$220.19
Mechanical Engineer	Engineer I	\$34.52	\$60.52	\$10.36	\$105.39
Mechanical Engineer Supervisor	Sr Engineer	\$95.00	\$166.54	\$28.50	\$290.04
Senior Graphic Designer	Sr Graphic Designer	\$44.17	\$77.43	\$13.25	\$134.86
Transportation Engineer 2	Engineer I	\$34.52	\$60.52	\$10.36	\$105.39

WSDOT Agreement:
Parametrix, Inc.
1019 39th Avenue NE, Suite 100
Puyallup, WA 98374

Job Classifications	PMX Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
			175.31%	30.00%	
Transportation Engineer 3	Engineer II	\$38.50	\$67.49	\$11.55	\$117.54
Transportation Engineer 4	Engineer III	\$47.08	\$82.54	\$14.12	\$143.74
Transportation Engineer 5	Engineer IV	\$58.40	\$102.38	\$17.52	\$178.30
Transportation Engineer Intern	Jr Engineer	\$24.00	\$42.07	\$7.20	\$73.27
Transportation Planning Specialist 1	Planner I	\$32.60	\$57.15	\$9.78	\$99.53
Transportation Planning Specialist 3	Planner II	\$37.17	\$65.16	\$11.15	\$113.48
Transportation Planning Specialist 5	Planner III	\$47.19	\$82.73	\$14.16	\$144.08
Transportation Planning Specialist 5	Planner IV	\$55.51	\$97.31	\$16.65	\$169.48
Transportation Planning Specialist 5	Sr Planner	\$90.00	\$157.78	\$27.00	\$274.78
Transportation Planning Technician I	Jr Planner	\$22.00	\$38.57	\$6.60	\$67.17
Transportation Planning Technician 2	Planner I	\$32.60	\$57.15	\$9.78	\$99.53
Transportation Planning Technician 3	Planner III	\$47.19	\$82.73	\$14.16	\$144.08
Transportation Regional Administrator	Sr Consultant*	\$160.00	\$280.50	\$48.00	\$488.50
Transportation Technical Engineer	Owner's Representative	\$96.85	\$169.79	\$29.06	\$295.69
Transportation Technical Engineer	Sr Consultant*	\$160.00	\$280.50	\$48.00	\$488.50
Transportation Technician 1	Technical Aide	\$27.63	\$48.44	\$8.29	\$84.36
Transportation Technician 1	CADD Operator III	\$43.42	\$76.12	\$13.03	\$132.57
Transportation Technician 3	Jr Engineer	\$24.00	\$42.07	\$7.20	\$73.27
Transportation Technician 3	Sr Technical Aide		\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00

*Sr. Consultant: the next closest Sr Consulting has a rate of \$160.00

Certification of Final Indirect Costs

Firm Name: Parametrix, Inc.

Indirect Cost Rate Proposal: 175.31%

Date of Proposal Preparation (mm/dd/yyyy): 6/17/2021

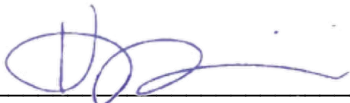
Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/04/2020 - 01/01/2021 (FY 2020)

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: _____

Name of Certifying Official* (Print): Holli Moeini

Title: CFO, Executive VP

Date of Certification (mm/dd/yyyy): 06/17/2021

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/legregs/directives/orders/44701a.htm>

Certification of Final Indirect Costs

Firm Name: Parametrix, Inc.

Final Indirect Cost Rates:

Home Rate: 175.11%

Cost of Capital: .20%

Safe Harbor Rate: _____

Fiscal Period Covered (mm/dd/yyyy): FY 2020 (1/4/2020-1/1/2021)

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of CFR 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official (Print): Holli Moeini

Title: Exec. VP and CFO

Date of Certification (mm/dd/yyyy): 6/17/2021

PARAMETRIX, INC.**Statement of Direct Labor, Fringe Benefits and General Overhead
For the Fiscal Year Ended January 1, 2021**

Description	General Ledger Balance for the Fiscal Year Ended January 1, 2021	(Restated) Unallowable Expenses	Ref.	(Restated) Proposed Amount	Percent
Direct Labor	\$ 32,703,577	\$ -		\$ 32,703,577	100.00%
Fringe Benefits:					
Vacation, sick leave, holidays	6,993,575			6,993,575	21.38%
Payroll taxes	4,290,973	(27,405)	E	4,263,568	13.04%
Medical insurance	4,701,457			4,701,457	14.38%
ESOP retirement plan	8,543,503			8,543,503	26.12%
Other employee benefits	912,000	(592,800)	W	319,200	0.98%
Total Fringe Benefits	25,441,508	(620,205)		24,821,303	75.90%
General Overhead:					
Administrative salaries	10,134,450	(114,189)	A	10,020,261	30.64%
Training salaries	572,267			572,267	1.75%
Bonuses/misc. salaries	5,840,007	(1,219,286)	B	4,620,721	14.13%
Direct selling salaries	1,082,004			1,082,004	3.31%
Bid and proposal salaries	3,140,806			3,140,806	9.60%
Advertising expense	93,689	(93,689)	C		0.00%
Direct selling expenses	61,948	(20,454)	D	41,494	0.13%
Excise taxes	1,678,447			1,678,447	5.13%
Insurance	725,663			725,663	2.22%
Office rent	4,219,488	(145,531)	F	4,073,957	12.46%
Office expenses and supplies	240,581	(85,619)	G	154,962	0.47%
Staff appreciation/awards	60,176	(46,363)	H	13,813	0.04%
Printing, copier/printer supplies	46,522	(1,554)	I	44,968	0.14%
Telephone	404,815			404,815	1.24%
Depreciation (including gain/loss on disposal)	1,752,598			1,752,598	5.36%
Amortization	3,472	(3,472)	J		0.00%
Business meals	10,570	(10,570)	K		0.00%
Auto expense	235,916	(12,070)	L	223,846	0.68%
Billed in-house autos	(220,898)			(220,898)	-0.68%
Office travel	194,441	(44,454)	M	149,987	0.46%
Subscriptions, library material	70,400			70,400	0.22%
Dues	129,652	(23,806)	N	105,846	0.32%
Donations	103,949	(103,949)	O		0.00%
Professional licenses	22,613			22,613	0.07%
Postage, couriers, freight	26,440			26,440	0.08%
Training/education	221,906	(5,778)	P	216,128	0.66%
Field equipment/supplies	8,204			8,204	0.03%
Survey equipment/supplies	91,167			91,167	0.28%
Health and safety equipment/supplies	52,413			52,413	0.16%
Billed in-house equipment	(335,858)			(335,858)	-1.03%
Office furniture	7,923			7,923	0.02%
Office equipment	222,480	(5,328)	Q	217,152	0.66%
Computer supplies, circuits	366,162			366,162	1.12%
Software/maintenance	2,153,090			2,153,090	6.58%
Recruiting costs	50,883	(3,612)	R	47,271	0.14%
Payroll, legal and audit	192,985	(14,282)	S	178,703	0.55%
Consulting services	700,553	(117,650)	S	582,903	1.78%
Bad debts	85,721	(85,721)	T		0.00%
Office moving/remodeling	14,389			14,389	0.04%
Personal property taxes	46,200			46,200	0.14%
Utilities/building maintenance	69,646			69,646	0.21%
Finance, bank charges	97,446	(72,685)	U	24,761	0.08%
Total General Overhead	34,675,326	(2,230,062)		32,445,264	99.21%
Total Indirect Costs	\$ 60,116,834	\$ (2,850,267)		\$ 57,266,567	175.11%
Percentage of Direct Labor (Less FCC)	183.82%			175.11%	
Facilities cost of capital (FCC)		65,190	V	65,190	0.20%
				\$ 57,331,757	
Percentage of Direct Labor (Includes FCC)				175.31%	

See accompanying notes.

PARAMETRIX, INC.**Statement of Direct Labor, Fringe Benefits and General Overhead (Continued)
For the Fiscal Year Ended January 1, 2021****References**

- A. Labor costs incurred in defense of contract performance issues per 48 CFR 31.205-47(f)(5)(A); Collection costs unallowable per 48 CFR 31.205-3; Organizational Cost pertaining to acquisition per 31.205-27.
- B. Share value based bonuses unallowable per 48 CFR 31.205-6(i); Limitation on allowability of senior executive compensation per 31.205-6(p); Personal vehicle use unallowable per 48 CFR 31.205-6(m)(2). Gifts unallowable per 48 CFR 31.205-13(b).
- C. Nonallowable public relations and advertising costs per 31.205-1; Promotional materials unallowable per 48 CFR 31.205-1(f)(5).
- D. Entertainment unallowable per 48 CFR 31.205-14; Alcohol unallowable per 48 CFR 31.205-51; Excess lodging and per diem unallowable per 48 CFR 31.205-46.
- E. Fringe benefits associated with labor deemed unallowable per 48 CFR 31.201-6(a).
- F. Prior period cost unallowable per 31.203 (g).
- G. Gift unallowable per 48 CFR 31.205-13(b).
- H. Entertainment unallowable per 48 CFR 31.205-14; Gifts unallowable per 48 CFR 31.205-13(b); Alcohol unallowable per 48 CFR 31.205-51.
- I. Prior period cost unallowable per 31.203 (g).
- J. Amortization unallowable per 48 CFR 31-205.49.
- K. Entertainment unallowable per 48 CFR 31.205-14; Alcohol unallowable per 48 CFR 31.205-51.
- L. Personal vehicle use unallowable per 48 CFR 31.205-6(m)(2).
- M. Entertainment unallowable per 48 CFR 31.205-14; Alcohol unallowable per 48 CFR 31.205-51; Excess lodging and per diem unallowable per 48 CFR 31.205-46.
- N. Dues to social clubs unallowable per 48 CFR 31.205-1(f)(7), 31.205-14; Lobbying unallowable per 48 CFR 31.205-22(c).
- O. Donations unallowable per 48 CFR 31.205-8.
- P. Excess lodging and per diem unallowable per 48 CFR 31.205-46; Alcohol unallowable per 48 CFR 31.205-51.
- Q. Prior period cost unallowable per 31.203 (g).
- R. Excess lodging and per diem unallowable per 48 CFR 31.205-46; Entertainment unallowable per 48 CFR 31.205-14.
- S. Legal costs incurred in defense of contract performance issues per 48 CFR 31.205-47(f)(5)(A); Organizational Cost pertaining to acquisition per 31.205-27; Nonallowable public relations and advertising costs per 31.205-1.
- T. Bad debt unallowable per 48 CFR 31.205-3.
- U. Interest, late fees unallowable per 48 CFR 31.205-20.
- V. Cost of money adjustments per 48 CFR 31.205-10(a).
- W. Disaster relief payments deemed unallowable per 48 CFR 31.201-2, 31.201-3 and 31.201-4.

See accompanying notes.

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

No approved sub-contractor.

Agreement Number: C-100694

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: C-100694

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number: C-100694

Exhibit G-1(a) Certification of Consultant

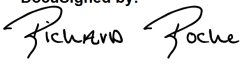
I hereby certify that I am the and duly authorized representative of the firm of
Parametrix
whose address is
700 NE Multnomah, Suite 1000, Portland, OR 97232
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Vancouver
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Parametrix

Consultant (Firm Name)

DocuSigned by:

40B7E37B5CC04B1...

Signature (Authorized Official of Consultant)

8/24/2021

Date

Agreement Number: C-100694

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

☒ Agency Official of the Local Agency

☐ Other

of the City of Vancouver, and Parametrix
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration
of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

DocuSigned by:

Anna Vogel

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8/26/2021

Signature

Date

Agreement Number: C-100694

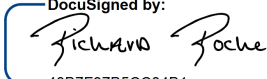
Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Parametrix

Consultant (Firm Name)

DocuSigned by:

Richard Roche

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Signature (Authorized Official of Consultant)

8/24/2021

Date

Agreement Number: C-100694

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

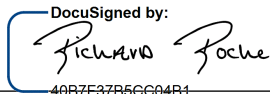
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Parametrix

Consultant (Firm Name)

DocuSigned by:

40B7F37B5CC04B1...

Signature (Authorized Official of Consultant)

8/24/2021

Date

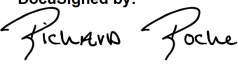
Agreement Number: C-100694

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of on-call transportation planning ^{**} are accurate, complete, and current as of August 16, 2021

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Parametrix

DocuSigned by:

40B7F37B5CC04B1...
Signature

Operations Manager
Title

Date of Execution***: 8/24/2021

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: C-100694

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$1,000,000.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$1,000,000.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number: C-100694

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number: C-100694

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number: C-100694

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number: C-100694

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number: C-100694


**Washington State
Department of Transportation**

Supplemental Agreement Number <u>1</u>		Organization and Address	
Original Agreement Number C-100694		Parametrix 700 NE Multnomah, Ste 1000 Portland, OR 97232 Phone:	
Project Number	Execution Date August 26, 2021	Completion Date December 31, 2023	
Project Title On-Call Transportation Planning	New Maximum Amount Payable \$1,000,000		
Description of Work Transportation planning/engineering and other transportation related professional services.			

The Local Agency of Cify of Vancouver

desires to supplement the agreement entered in to with Parametrix

and executed on August 26, 2021 and identified as Agreement No. C-100694

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

No Change

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: December 31, 2025

III

Section V, PAYMENT, shall be amended as follows:

No change

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:



Eric Holmes, City Manager

5/2/2022

Date

Attest:

DocuSigned by:



Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

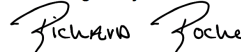


Jonathan Young, City Attorney

CONTRACTOR:

Parametrix

DocuSigned by:



Signature

Richard Roche

Vice President

Printed Name /Title

4/25/2022

Date



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>2</u>		Organization and Address	
Original Agreement Number <u>C-100686</u>		DKS Associates, Inc 720 SW Washington Street, Suite 500 Portland, OR 97205 Phone:	
Project Number	Execution Date <u>August 10, 2021</u>	Completion Date <u>December 31, 2025</u>	
Project Title <u>On-Call Transportation Planning</u>	New Maximum Amount Payable <u>\$3,000,000</u>		
Description of Work <u>Transportation planning/engineering and other transportation related professional services.</u>			

The Local Agency of Cify of Vancouver
desires to supplement the agreement entered in to with DKS Associates, Inc.
and executed on August 10, 2021 and identified as Agreement No. C-100686
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
No Change

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days
for completion of the work to read: No change

III

Section V, PAYMENT, shall be amended as follows:
No change

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate
spaces below and return to this office for final action.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
DKS Associates, Inc.

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: 213-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/19/2022

SUBJECT Addendum to City Manager Employment Agreement

Key Points

- The employment agreement between the City and the City Manager calls for an annual performance evaluation and compensation adjustment.
- Council initiated the evaluation process in October 2022, and completed the City Manager's evaluation on December 12, 2022.
- Based on the evaluation, a compensation adjustment of 8.25% is being proposed.

Strategic Plan Alignment

N/A

Present Situation

Council Policy 100-31A, as well as the employment agreement between the City and the City Manager, calls for an annual performance evaluation and compensation adjustment. Council initiated the Manager Evaluation. Based on the evaluation, a compensation adjustment of 8.25% is reflected in the addendum.

Advantage(s)

Approval of this Addendum would fulfill the Council's obligation to annually evaluate the performance and compensation of the City Manager.

Disadvantage(s)

The cost of the adjustment is \$24,180.04 per year.

Budget Impact

There is sufficient capacity to cover the cost of the adjustment in the context of the current approved budget, which is approximately \$1.7 billion for the 2023-2024 fiscal biennium.

Prior Council Review

City Council held executive sessions regarding the City's Manager's performance on October 24, 2022 and December 12, 2022.

Action Requested

Approve the Addendum to City Manager Employment Agreement and authorize the Mayor to execute the same.

Jonathan Young, City Attorney, 360-487-8500

ATTACHMENTS:

- ▢ Addendum - City Manager Employment Agreement

ADDENDUM TO CITY MANAGER EMPLOYMENT AGREEMENT

This is an Addendum to the Employment Agreement between the City of Vancouver and Eric Holmes, City Manager, dated November 1, 2010, as last amended by Addendum dated September 27, 2021. Changes in the Employment Agreement are authorized to be accomplished by a written addendum signed by both parties.

WHEREAS, the City Manager Employment Agreement provides for a performance evaluation of the Manager on an annual basis; and

WHEREAS, the 2022 performance evaluation was initiated in October 2022 and completed on December 19, 2022; and

WHEREAS, based on the Manager's excellent performance during his previous year of employment, Council has authorized certain changes in compensation and benefits reflected herein, effective June 1, 2022; and

WHEREAS, such changes were approved by the City Council in open public meeting on December 19, 2022.

NOW THEREFORE, the City Manager Employment Agreement is hereby modified as follows:

1. Section 3(A) is hereby further amended to provide that the City Manager's base salary shall increase from \$293,091.44 to \$317,271.48 which reflects a 8.25% increase.
2. Section 4 is hereby further amended to provide that the base salary by which to compute the amount of deferred compensation to be paid annually shall increase from \$293,091.44 to \$317,271.48.
3. This Addendum in no way alters any other provisions of the City Manager Employment Agreement dated November 1, 2010, or as subsequently amended.
4. This Addendum shall be effective as of June 1, 2022.

DATED this _____ day of December, 2022.

CITY OF VANCOUVER, a municipal corporation

ERIC HOLMES, City Manager

By: _____
Anne McEnery-Ogle, Mayor

By: _____
Eric Holmes

APPROVED AS TO FORM:

ATTEST:

Jonathan Young, City Attorney

Natasha Ramras, City Clerk



Staff Report: 214-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/19/2022

SUBJECT Amendments to City Council Policy 100-32

Key Points

- City Council policies and procedures provide a valuable operational framework which, though non-legally binding, is generally followed absent more specific, policy-level direction from the City Council.
- The Vancouver City Council meets periodically to review its policies and make amendments as necessary.
- City Council conducted a Workshop on December 12, 2022, to review new opportunities to connect with residents through Community Communication Forums and provided direction to make specific changes to City Council Policy 100-32 as outlined more fully below.

Strategic Plan Alignment

Goal 3: Create new programs that engage people of all ages, cultures, family configurations, educational backgrounds, trades and professions

Present Situation

The City Council's operating policies and procedures were originally adopted in 1999. Periodic review and update to the policies are necessary to reflect changes in City policy as well as best practices in municipal governance and state law.

On June 6, 2022, the City Council passed Resolution M-4172, amending City Council Policy 100-32 to allow City Staff to pilot new community communication formats at the second Consent meeting of each month. The results of the City's Community Communication Pilot Series were presented and discussed by City Council under City Manager Communications on December 5, 2022, and within a Workshop held on December 12, 2022. At the December 12th Workshop, City Council expressed an interest in formalizing changes to the City's format for engaging in communication with community members by:

- Moving away from the City's current practice of holding Community Communication Forum

twice per month at City Hall, to holding meetings at various locations throughout the community at least four times per year; while

- Continuing to invite public testimony at each public meeting where action is taken by the City Council in accordance with state law.

These changes require modifications to City Council Policy 100-32. Revisions to Council policies must be made by Resolution.

Advantage(s)

Adoption of the updated policy provides a valuable operational framework which, though non-legally binding, is generally followed absent more specific, policy-level direction from the City Council.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

- June 6, 2022
- December 5, 2022
- December 19, 2022

Action Requested

Adopt a resolution amending City Council Policy 100-32.

Laura Shepard, Communications Director, 360-487-8614; Jonathan Young, City Attorney, 360-487-8500

ATTACHMENTS:

- ▢ Resolution
- ▢ Policy 100-32 Council Meetings - Track Changes

12/19/2022

RESOLUTION NO. M-_____

A RESOLUTION relating to City Council policies and procedures for “City Council Meetings;” amending City Council Policy 100-32.

WHEREAS, Council policies and procedures provide a valuable operational framework and are reviewed periodically by the City Council for updates and revisions; and

WHEREAS, the Vancouver City Council met on December 12, 2022 and reviewed Council Policy 100-32, and identified areas for revision and improvement;

NOW, THEREFORE

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. That as recommended in SR_____ and materials attached thereto, the attached revisions to City Council Policy and Procedure entitled “City Council Meetings,” No. 100-32, last modified June 6, 2022, by Resolution M-4172, are hereby adopted.

[This space intentionally left blank.]

RESOLUTION - 1

ADOPTED at regular session of the Council of the City of Vancouver, this 19th day of
December, 2022.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 2



POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON	INDEX			
	Administrative/Council/City Manager			
Subject	Number	Rev.	Effective Date	Page 1 of 12
City Council Meetings	100-32	<u>IJ</u>	<u>6/6/2022</u> <u>12/19/2022</u>	
	Supersedes <u>12/13/21</u> <u>6/6/2022</u>	Prepared by: [City Manager]	Approved by: [Mayor]	

1.0 Purpose

The purpose of this policy is to establish formal procedures for the conduct of City Council meetings.

2.0 Organizations Affected

City Council/City Manager

3.0 References

City Council Resolution M-3239, August 9, 1999
City Council Resolution M-3258, November 22, 1999
City Council Resolution M-3350, July 23, 2001
City Council Resolution M-3412, December 12, 2002
City Council Resolution M-3607, April 16, 2007
City Council Resolution M-3737, March 21, 2011
City Council Resolution M-3844, December 15, 2014
City Council Resolution M-3912, November 14, 2016
City Council Resolution M-3980, September 24, 2018
City Council Resolution M-4157, December 13, 2021
City Council Resolution M-4172, June 6, 2022
City Council Resolution M-____, December 19, 2022

4.0 Presiding Officer

The Presiding Officer at all meetings of the Council is the Mayor, and in the absence of the Mayor, the Mayor Pro Tempore will act in that capacity. If both the Mayor and Mayor Pro Tempore are absent, the most senior member in attendance shall act in that capacity. Seniority amongst members of the Council shall be established according to the date members first join the Council.

In the event two or more members of the Council are elected from the same election, seniority among such members shall be established according to number of votes received (such that the highest available seniority is conferred to the Councilmember-elect who received the greatest number of votes).

4.1. Choosing Mayor Pro Tempore

The Mayor Pro Tempore shall be chosen according to *Section 2.04 of the Vancouver City Charter* and Ranked Choice Voting. All members of the City Council, including those nominated for Mayor Pro Tempore, shall vote unless they abstain for a qualifying reason. See Section 10.16.3. The City Council Assistant shall prepare and circulate a ballot containing the names of all nominees. Council members will then be given an opportunity to fill out and return their ballot to the City Council Assistant who will tally the votes as follows:

- If a nominee receives 50 percent or more of first-choice votes, that nominee wins.
- If no nominee exceeds 50 percent of first-choice votes, the nominee(s) in last place is/are eliminated. All the votes for the eliminated nominee(s) are then reallocated to whichever nominee those voters ranked second.
- The elimination process is repeated until one nominee receives over 50 percent of the vote.

In the event that the first round of ranked choice voting results in a tie between two or more nominees, the Presiding Officer may call for further discussion from the City Council and repeat the process above, as needed, until a Mayor Pro Tem has been selected. Copies of all counted ballots will be affixed to the meeting minutes.

4.2. Obligations of Presiding Officer

The Presiding Officer shall:

- (1) Preserve order and decorum in the Council chambers in accordance with Section 10.15;
- (2) Observe and enforce all rules adopted by the Council;
- (3) Decide all questions on procedure and order, in accordance with these rules, subject to appeal by a Councilmember;
- (4) Recognize Councilmembers in the order in which they request the floor, giving every Councilmember who wishes an opportunity to speak. The Presiding Officer, as a Councilmember, shall have only those rights, and shall be governed in all matters and issues by the same rules and restrictions as other Councilmembers.
- (5) From time to time, appoint Councilmembers to serve on ad hoc committees.

5.0 General Information

5.1 Meetings Schedule

City Council meetings are held on the first, second, third, and fourth Mondays of a month in the City Council Chambers, 415 West 6th Street, Vancouver, Washington. Special Meetings may be scheduled on the fifth Monday of a month on an as-needed basis for in-depth policy discussions upon proper notice. (RCW 42.30.080).

The Vancouver City Charter requires that Council conduct two “regular” meetings each month. Regular Council meetings will be scheduled on the first and third Mondays of each month. Consent Agenda meetings will be scheduled on the second and fourth Mondays of each month. All Regular and Consent Agenda meetings will begin at 6:30 p.m., unless otherwise advertised, and will adjourn no later than 11 p.m. To continue past this time, a majority of the Council must concur.

In the event a City-recognized holiday occurs on Monday, the Council shall not meet. When such a holiday falls on a first or third Monday, a Regular Council meeting will be scheduled on the following Monday (second or fourth), thereby pre-empting the Consent Agenda Meeting that would typically fall on that Monday under the normal schedule described above.

The City Manager’s Office will develop the next year’s annual Council meeting schedule by December 1 each year. The meeting calendar will be presented for Council approval at the first meeting in December.

The adopted annual schedule will be distributed to Council, the media, and all City departments, and will be placed on the City’s website before January 1 of each year. City Council may, at any time, add, cancel or change a meeting date and/or time by a majority vote of the Council and proper notification to the press. Special meetings not included in the adopted annual meeting schedule may be called in accordance with Section 9.0.

5.2 Quorum

At all meetings of the Council, a majority of the Council constitutes a quorum for the transaction of business, but a lesser number may adjourn from day to day or until the time of the next regular meeting and may compel the attendance of absent members in such manner and under such penalties as the City Council shall prescribe. (*Section 2.10 of Vancouver City Charter*)

5.3 Councilmember Absences from Meetings

Councilmembers shall inform the Mayor or City Manager, as well as Council Assistant, if they are unable to attend any Council meeting, or if they will be late to any meeting. A majority vote is required following the initial meeting roll call to excuse any Councilmember absence as outlined per Section 10.1.

5.4. Council Seating

The Presiding Officer and six elected Councilmembers sit on a dais facing the public with the Presiding Officer seated in the middle. The Councilmembers are seated based on seniority, with the most senior Councilmember seated on the Presiding Officer's left side and continuing in decreasing seniority away from the Presiding Officer. Maintaining order, exceptions may be made to balance seating on the dais. The order is continued at the far opposite side of the dais and progressing toward the Presiding Officer's right side, resulting in the least senior Councilmember seated on the Presiding Officer's right side.

5.5 Council Meeting Staffing

The City Manager shall attend all meetings of the Council. In the event of the City Manager's absence, the Deputy City Manager shall attend. At the discretion of the City Manager, the Deputy City Manager, department heads, and other staff members shall attend. The City Manager may make recommendations to the Council and shall have the right to take part in the discussions of the Council but shall have no vote.

5.6 Recording Proceedings

The City Clerk or delegate shall maintain minutes of all Regular, Consent, Special Meetings and Workshops of the Council in accordance with statutory requirements and Section 2.11 of the Vancouver City Charter. Such minutes shall be open to public inspection and will also be posted on the City's website. City Council meeting minutes can be corrected if in error but shall not be revised without a majority affirmative vote of the Council at a regularly scheduled Council meeting.

5.7 Broadcasting

Regular and Consent Agenda meetings, including workshops, are cablecast live and replayed on CVTV-23 and CVTV-323, and streamed live at www.cvtv.org, whenever reasonable use of technology allows.

5.8 Media Representation at Council Meetings

All public meetings of the City Council and its advisory committees shall be open to the media, freely subject to recording by radio, television, electronic, and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meeting.

6.0 Order of Business

Regular and Consent Agenda meetings shall follow a general order of business to ensure consistency and enhance public expectations as to the general format of the agenda.

Modifications to the order of business and meeting format as provided for in Sections 6.1 and 6.2 may occur in the event of scheduling necessities or by Council action.

6.1. Regular Meetings

The order of the agenda for Regular Council meetings will be as follows:

- Pledge of Allegiance
- Call to Order and Roll
- Approval of Minutes
- Proclamations and Special Presentations
- Community Member Communication
- Consent Agenda
- Public Hearings
- New Business
- Unfinished Business
- Communications
 - From the Council
 - From the Mayor
 - From the City Manager
- Adjournment

6.2 Consent Agenda Meetings

The order of the agenda for Consent Agenda Council meetings will be as follows:

- Pledge of Allegiance
- Call to Order and Roll
- Proclamations and Special Presentations
- Community Member Communication
- Consent Agenda
- Public Hearings*
- Community Member Forum (per Section 10.11)
- Adjournment

*Public hearings should typically appear on Regular Meeting agendas unless it is impractical to do so due to scheduling concerns. In such cases, they may be scheduled for a Consent Agenda Meeting, subject to the provisions of Section 10.6.

7.0 Workshops

At the discretion of Council, Council workshops are held Mondays from 4 to 6 p.m. Occasionally, the Mayor and City Manager may extend workshops beyond this timeframe as needed. Workshop times will be published on the final agenda, and Councilmembers will be given as much advance notice as possible if a workshop is scheduled to fall outside this normal timeframe.

During these meetings, items needing in-depth discussion are introduced and reviewed. No formal action is taken at workshops. Formal action is defined as a collective positive or negative decision following an actual vote by a majority of the Council upon a resolution, order or ordinance.

Council will, on a regular basis, be provided with an on-going preview of upcoming workshops.

8.0 Executive Sessions

An Executive Session is a council meeting or portion of a council meeting that is closed except to the Council, City Manager and authorized staff members and/or consultants authorized by the City Manager. The public is restricted from attendance. Executive Sessions may be held during Regular, Consent Agenda, Workshops or Special council meetings and will be announced by the Mayor. Before convening an Executive Session, the Mayor shall announce the purpose of the meeting and the anticipated time when the session will be concluded. Should the session require more time, a public announcement shall be made that the meeting is being extended and the duration of the extension. Executive Sessions shall be held in accordance with the provisions of the Washington State Open Meetings Act. Council Regular Meetings, Consent Agenda Meetings, and Workshops are “regular meetings” as that term is defined by RCW 42.30.075 and used in RCW 42.30.110(1).

9.0 Special Meetings

The city clerk shall call special public meetings of the City Council upon the approval of the Mayor or a majority of the Councilmembers. Any request shall state the subjects to be considered at such special meeting and no other subject shall there be acted upon. (Section 2.10 of the Vancouver City Charter)

Notice of every special meeting shall be given in writing personally, by fax or email to every Councilmember, to the City Manager, to the City Attorney, and to all local news media representatives who have on file with the city clerk a request for such notices. The notice shall be posted on the City’s website, prominently displayed at the main entrance to City Hall and the meeting site if the meeting is not being held at City Hall. The notice must be delivered or posted at least 24 hours before the meeting. The notice shall state the place and time of the meeting and the business to be conducted. The Council shall not make final disposition of any matter not included in the notice.

Councilmembers are active in their community and attend many meetings and events. The people of Washington have declared that all meetings of a public agency shall be open and public. When a quorum of the council is present at a meeting where action is taken, the meeting is subject to the Open Public Meetings Act. A “meeting” of the Council occurs “when a majority of its members gathers with the collective intent of transacting the

governing body's business.”¹ “Action” is broadly defined as the transaction of the official business of an agency including “deliberations, discussions, considerations, reviews, [and] evaluations” and receipt of testimony.² If Councilmembers plan to attend an event or meeting with the intent of transacting City business, they should notify the City Manager’s Office so that it can be determined if a quorum of the Council will be present. If a quorum will be present the City Manager’s Office will provide a notice of a special meeting of the Council. In order to prepare and give notice of the meeting, Councilmembers need to notify the City Manager’s Office at least one week before the meeting.

If a quorum of Council is present at an event or meeting without notice having been provided, Councilmembers shall “self-police” by either having members leave to avoid a quorum or by not sitting together and not discussing City business. In the absence of an agreement otherwise, the Councilmember(s) whose arrival triggered the quorum shall leave the event or meeting.

10.0 Council Meeting Protocol

10.1 Call to Order and Roll Call

The Presiding Officer shall call the meeting to order and request the Council Assistant call roll of Councilmember attendance. Lack of response by a Councilmember at the time of roll call will indicate the absence of that Councilmember. A majority vote is required to excuse any Councilmember absence. Councilmembers should provide advance notice of absences whenever possible, as provided for in Section 5.3.

10.2 Changes to Agenda Item Order

The Presiding Officer may, with the concurrence of the Councilmembers, take agenda items out of order or change the order of the agenda.

10.3 Approval of Minutes

Meeting minutes shall be approved by a majority vote of the Council. Councilmembers who were absent from the meeting may either vote on approval of those minutes or may choose to abstain from voting.

10.4 Formal Proclamations and Special Presentations

A proclamation is an official announcement or recognition as defined and signed by the Mayor. The issuance of a proclamation at a Council meeting shall be at the discretion of the Mayor.

¹ Citizens All. for Prop. Rights Legal Fund v. San Juan County, 184 Wn.2d 428, 444, 359 P.3d 753, 761, 2015 Wash. LEXIS 1146, *18

² RCW 42.30.020

Proclamations will be briefly summarized by the Mayor and presented to the recipient(s). The recipient(s) will be allowed to make brief comments.

Special presentations include, but are not limited to, retirements, commendations and recognition by the Mayor and City Council.

10.5 Community Member Communications on Agenda Items

Members of the public are invited to speak for approximately three minutes each about any item on that evening's Council Agenda that is not already scheduled for public hearing or which otherwise allows for public testimony. Such public comment is taken at the beginning of the meeting under Community Member Communication and is subject to the provisions of Section 10.14. A total of ninety (90) minutes of public testimony (or less depending on the number of speakers) will be taken on the Consent Agenda, unless the opportunity for public testimony is extended by majority vote of the Council.

Item numbers to be considered under Community Member Communications shall be indicated on the agenda. Testimony taken under Community Member Communications shall follow protocol set forth in Section 10.14.

10.6 Consent Agenda

Items appearing on the Consent Agenda are routine items voted on by a single motion. Typical items include payment of bills, awarding contracts, adoption of resolutions that do not require a public hearing, and first reading of ordinances. Any Councilmember may remove any item from the Consent Agenda for discussion and separate action. Councilmembers should indicate which items they wish to pull from the Consent Agenda prior to the Council's vote on the full Consent Agenda.

10.7 Ordinances for First Reading

First readings of ordinances shall follow the provisions provided for in the City of Vancouver Charter, Section 2.13. The Mayor shall read into the record the title of any ordinance appearing for first reading at the time of its consideration on the agenda. Council then sets a date for second reading and public hearing.

10.8 Public Hearings

Public hearing items are those specific items being considered by Council on which community members are invited to present their views. Certain item types may be required by law to be scheduled as a public hearing. The Presiding Officer will state the public hearing procedures before each public hearing. Except as otherwise required by law, or otherwise announced by the Presiding Officer, a total of ninety (90) minutes of public testimony (or less depending on the number of speakers) will be taken on the Public Hearings. Provided, that the opportunity for public testimony on Public Hearings may be extended by majority vote of the Council.

All public hearings are advertised in The Columbian at least three days in advance, or as required by law, and information is posted on the City's website. In an emergency, most public hearings can be called within 24 hours with proper media notification, unless longer notice is required by law.

Public testimony on public hearing items is subject to the provisions of Section 10.14.

10.9 Ordinances for Second Reading and Public Hearing

Community members are invited to present their views on proposed ordinances before a final vote by Council. All public hearings on proposed ordinances are advertised in accordance with Section 10.8.

The Mayor shall read into the record the title of any ordinance appearing for second reading at the time of its consideration on the agenda. Second readings of ordinances shall follow the provisions provided for in the City of Vancouver Charter, Sections 2.14 and 2.15.

10.10 Council and City Manager Communications

City Councilmembers, Mayor and the City Manager make special announcements or provide updates on current issues or items of Council interest.

Councilmembers, the Mayor and the City Manager may also present new proposals and seek feedback on such at this time.

10.11 Community Member Forum

A Community Member Forum will be held Community Member Forum will be held four times per year, approximately coinciding with the last Consent Agenda meeting in each quarter of the year and at additional meetings as noticed and announced. The format of these Community Member Forums, and at additional meetings as noticed and announced, may vary from quarter to quarter and will be conducted in accordance with Ground Rules announced in advance of the meeting notice and/or by the Presiding Officer at the beginning of the meeting. at each Consent Agenda meeting and at additional meetings as noticed and announced. At the first Consent Agenda meeting of each month, the Community Member Forum includes up to ninety (90) minutes of public testimony or less depending on the number of speakers. Community members may speak on any issue of concern or interest, provided that speakers may not use this opportunity to speak in favor of or opposition to any ballot measure or candidate for elected office. Speakers are asked to fill out testimony cards as provided for in Section 10.14 and to limit their comments to approximately three minutes. Each speaker shall have one opportunity to address the Council. During Community Member Forum, Councilmembers have the ability to ask questions and reply to speakers. The format of the Community Member Forum held in conjunction with the second Consent Agenda meeting of each month, and at additional meetings as noticed and announced, may vary from month to month and will be conducted

~~in accordance with Ground Rules announced in advance of the meeting notice and/or by the Presiding Officer at the beginning of the meeting. In months where there would be, due to holiday observance or other calendaring anomalies, only one community forum, the Council may by a vote, set the date and format of that forum.~~

10.12 New Business

Matters that do not appear on the agenda may be raised as new business.

10.13 Unfinished Business

Council discusses ongoing issues or items continued from earlier meetings.

10.14 Public Testimony and Conduct

Speakers who wish to testify before the City Council are required to complete a “Testimony Registration Form” which requests the speaker’s name, address, agency or group represented, the item the speaker wishes to testify on, and their position on the subject. Distinct cards will be identified to be used for either agenda item or Community Member Forum testimony. Advance registration is required. Community members who wish to submit written testimony, or testify through the City’s remote meeting platform, must register online by 12:00 p.m. on the day of the meeting. Copies of written testimony shall be distributed to the City Council in advance of the meeting. Those who wish to testify in-person, must submit a written Testimony Registration Card to the City Council Assistant by the beginning of the meeting or at such later time as the Presiding Officer may permit.

At the appropriate time, speakers are requested by the Presiding Officer to step up to the place designated for testimony, give their name and place of residence for the record, and limit remarks to approximately three minutes. (Council prefers lengthy written testimony to be submitted at least a week prior, so Council has a chance to fairly consider the comments.) All remarks will be addressed to the Council as a whole. Each person who addresses the Council shall do so in an orderly manner and shall not make slanderous or profane remarks to any member of the Council, staff or the general public. Any person who makes such remarks or who becomes boisterous, threatening or personally abusive while addressing the Council and which disrupts or otherwise impedes the orderly conduct of any Council meeting may be requested to leave the meeting.

The Presiding Officer and City Manager have the authority to preserve order at all meetings of the Council, to cause the removal of any person from any meeting for disorderly conduct as described herein and which disrupts or otherwise impedes the orderly conduct of a Council meeting and to enforce the Rules of the Council. The Presiding Officer and City Manager may command assistance of any peace officer of the City to enforce all lawful orders to restore order at any meeting.

10.15 Council Discussion

All Council discussion shall be governed by Robert's Rules of Order, Newly Revised. The City Attorney is the Parliamentarian. Every Councilmember shall be provided with a copy of Robert's Rules of Order, Newly Revised when first joining the Council.

10.16 Voting

10.16.1 Roll Call Votes

The Council Assistant will take a roll call vote, if requested by the Presiding Officer, a Councilmember, or as required by law. The roll call vote shall be by seniority with the least senior member voting first.

10.16.2 Tie Vote

The passage of a Motion, Resolution or Ordinance is lost by a tie vote, provided that the question may be brought forward again at the request of any member at the same meeting or at the next meeting when any members who were absent or disqualified at the time of the tie vote are present.

10.16.3 Votes on Questions

Each member present shall vote on all questions put to the City Council except on matters on which he or she has been disqualified for a conflict of interest or under the Appearance of Fairness Doctrine. Such a member shall disqualify himself or herself prior to any discussion of the matter. If abstaining, the Councilmember must state the reasons for abstaining, identifying one or more of the following: (1) an excused absence from the prior council meeting and/or (2) a conflict of interest and/or (3) an Appearance of Fairness issue. See Policy 100-39. A Councilmember, who abstains but fails to identify the absence, conflict of interest and/or Appearance of Fairness issue, will be considered to have voted for the majority's position in respect to questions before the council and have their vote so recorded. When disqualification of a member or members results, or would result, in the inability of the Council to act on a matter on which it is required by law to take action, any member who is absent or who is disqualified under the Appearance of Fairness Doctrine may subsequently participate, provided such member first shall have reviewed all materials and listened to all tapes of the proceedings in which the member did not participate.

10.17 Adjournment

There being no further business, the Presiding Officer adjourns the meeting.

11.0 Agenda Preparation

11.1 General Information

The City Manager's office will prepare an agenda for each Council meeting specifying the time and place of the meeting and set forth a brief general description of each item to be considered by the Council. The agenda is subject to approval by the Mayor and the City Manager.

11.2 Placing Item on the Agenda

An item may be placed on a Council meeting agenda by any of the following methods:

- (1) By any two (2) or more Councilmembers
- (2) By the City Manager, or
- (3) By the Mayor.

11.3 Adding an Item to a Published Agenda

An item may be added to a Regular or Consent meeting agenda, per Section 11.2, after the agenda is closed and the notice published if an amended agenda is published, provided to the Mayor and City Councilmembers and posted on the City's website prior to the subject meeting date.

An item may be added to a Regular or Consent meeting agenda on the subject Council meeting date as a walk-on item if the Councilmember or City Manager requesting the addition of the item explains the necessity and receives a majority vote of the Council to amend the agenda at the public meeting.

11.4 Agenda Finalization Schedule

Agenda materials will be available at City Hall and on the City's website for City staff, the media and public by Wednesday prior to the meeting. Agenda materials will be available for Councilmembers by Tuesday prior to the meeting.



Staff Report: 205-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/19/2022

SUBJECT 2022 Comprehensive Plan and zoning map and text changes

Key Points

- State law requires local governments to annually review proposed Comprehensive Plan and zoning changes. Comprehensive Plan changes must be reviewed concurrently and only once per year. Zoning changes may be reviewed at any time.
- 2022 proposals consist of three Comprehensive Plan and zoning map changes, one Comprehensive Plan and related zoning text change, and 17 zoning code text changes. All but two were unanimously recommended for approval by the Planning Commission, with limited public testimony except where noted.

Strategic Plan Alignment

Goal 6: Facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services – “20-minute neighborhoods”

Goal 8: Strengthen commercial, retail and community districts throughout the city

Present Situation

The following are proposed:

Map Change – Stutesman – Commercial/CG to Urban High Density/R-22 on 0.8 acres in the Vancouver Mall Neighborhood. Intended to allow future townhome development. Planning Commission recommended approval with 90-day effective period to allow additional time for existing mobile home residents to relocate.

Map Change - Schwartz – Urban Low Density/R-2 to Community Commercial/CC on 2.1 acres on 1st Street near the City of Camas border. Intended to allow expansion of an existing home business. Planning Commission recommended denial by 3-2 vote based on concerns that commercial zoning within residential area might hinder efficient redevelopment of adjacent large lot residences, would make future higher density residential options less likely, and is premature

given the pending Comprehensive Plan update.

Map Change - Lieser School Redevelopment - Urban Low Density/R-6 to Urban High Density/R-30 on 8.4 acres in the Vancouver Heights neighborhood. Intended to allow a larger school site redevelopment including a fire station, park, approximately 10 townhomes and 100 affordable rental housing units, and an Educational Opportunities for Children and Families (EOCF) early childhood development facility with childcare, offices, and a commercial kitchen.

Text Change - Evergreen, Camas, and Battle Ground School District Capital Facilities Plans - Adoption of the three District Capital Facilities Plans by reference into the City Comprehensive Plan, and adoption of associated School Impact Fees in VMC 20.915.060-1:

School District	Single Family	Multi-Family
Battle Ground	\$6,397 <u>\$10,760</u>	\$2,285 <u>\$3,845</u>
Camas	\$5,371 <u>\$6,650</u>	\$5,371 <u>\$6,650</u>
Vancouver	\$2,880 <u>\$2,786</u>	\$2,381 <u>\$2,486</u>

Additional Zoning Code Text Changes

1. Eliminate Central Park Overlay, VMC 20.503, which prevents properties from redeveloping in alignment with underlying zoning.
2. Update Solid Waste Disposal and Recycling Standards (VMC 20.970), including related changes to Narrow Lot Standards in VMC 20.927 and Cottage Cluster Developments in VMC 20.950, to reflect and codify existing practices.
3. Update and simplify temporary use standards under VMC 20.885.
4. Update VMC 20.960.060 Commercial District Signs to more clearly address signs located at the top of multistory buildings.
5. Update definitions of Residential Care and Adult Care Homes (VMC 20.150.040E and VMC 20.860.020.B.10.c) to increase allowances from 6 to 8 persons consistent with state law.
6. Add a senior housing definition in VMC 20.150.040A.
7. Clarify that Heights Plan District first floor minimum 16-foot requirements under VMC 20.670.040.B.2 apply to commercial and not residential uses.
8. Update and correct subdivision requirements (VMC 20.320.030.B.4.g and VMC 20.320.070.C.1.f).
9. Update Archaeological Resources requirements under VMC 20.710.020.
10. Correct definition of abutting under VMC 20.150.040A.
11. Correct cross reference in Infill Development Standards VMC 20.920.060.
12. Correct cross reference in SEPA standards under VMC 20.790.830.
13. Correct cross reference in Airport Height Overlay under VMC 20.570.
14. Correct outdated reference to Community and Economic Development Department Director in various Title 20 locations.
15. Correct Vancouver Lake Greenway map under VMC Figure 20.450-2 to reflect previously approved zoning map change.
16. Eliminate reference to outdated C-Tran document under VMC 20.430.030-1 footnote 8.
17. Update Planning, Engineering and Fire fees under VMC 20.180.060, 20.180.070, and

20.180.080 to eliminate outdated January 2022 fee listings, clarify language for tenant improvements, and separate out ROW permits for residential and commercial uses. Per City code, these were not reviewed by the Planning Commission. Annual CPI-based increases will be applied in 2023.

Advantage(s)

- Stutesman map change facilitates long term housing at a location near commercial and public services.
- Lieser School map change allows for redevelopment, including affordable housing, educational facilities, a park and fire station.
- Schwartz map change if approved would allow existing and proposed home business activities at the proposal site to become legal, and would allow for future commercial development.
- Text changes allow for updated School Impact Fees and Capital Facilities Plans to provide for educational facilities, allow for development in the Central Park area to occur consistent with underlying zoning, and provide updated and corrected zoning standards overall.

Disadvantage(s)

- Stutesman map change creates likely future need for relocation of current on-site residents.
- School Impact fee increases will likely increase housing costs.
- Schwartz map change to commercial, if approved, could hinder efficient redevelopment of adjacent large lot residences, make future denser residential development of the proposal site less likely, and may be premature given the pending Comprehensive Plan Update.

Budget Impact

Planning, Engineering, and Fire fee changes are estimated to generate approximately \$500,000 in 2023.

Prior Council Review

Council workshops were held on November 14 and November 28, 2022.

Action Requested

On December 19, 2022 approve Ordinances A (Stutesman Map Change), B (Lieser School Map Change), C (Schwartz) and D (Text Changes), setting date of second reading and public hearing for January 9, 2023.

Bryan Snodgrass, Principal Planner, 360-487-7946

ATTACHMENTS:

- ▣ Presentation
- ▣ Stutesman Ordinance
- ▣ Lieser Ordinance
- ▣ Schwartz Ordinance

- ▣ Fall 2022 Plan and Zone Text Change Ordinance
- ▣ Public Comments Received



Fall 2022 Comprehensive Plan and Zoning Amendments

December 19, 2022
Vancouver City Council
Public Hearing



Bryan Snodgrass
Principal Planner
Community Development Department

Presentation Overview

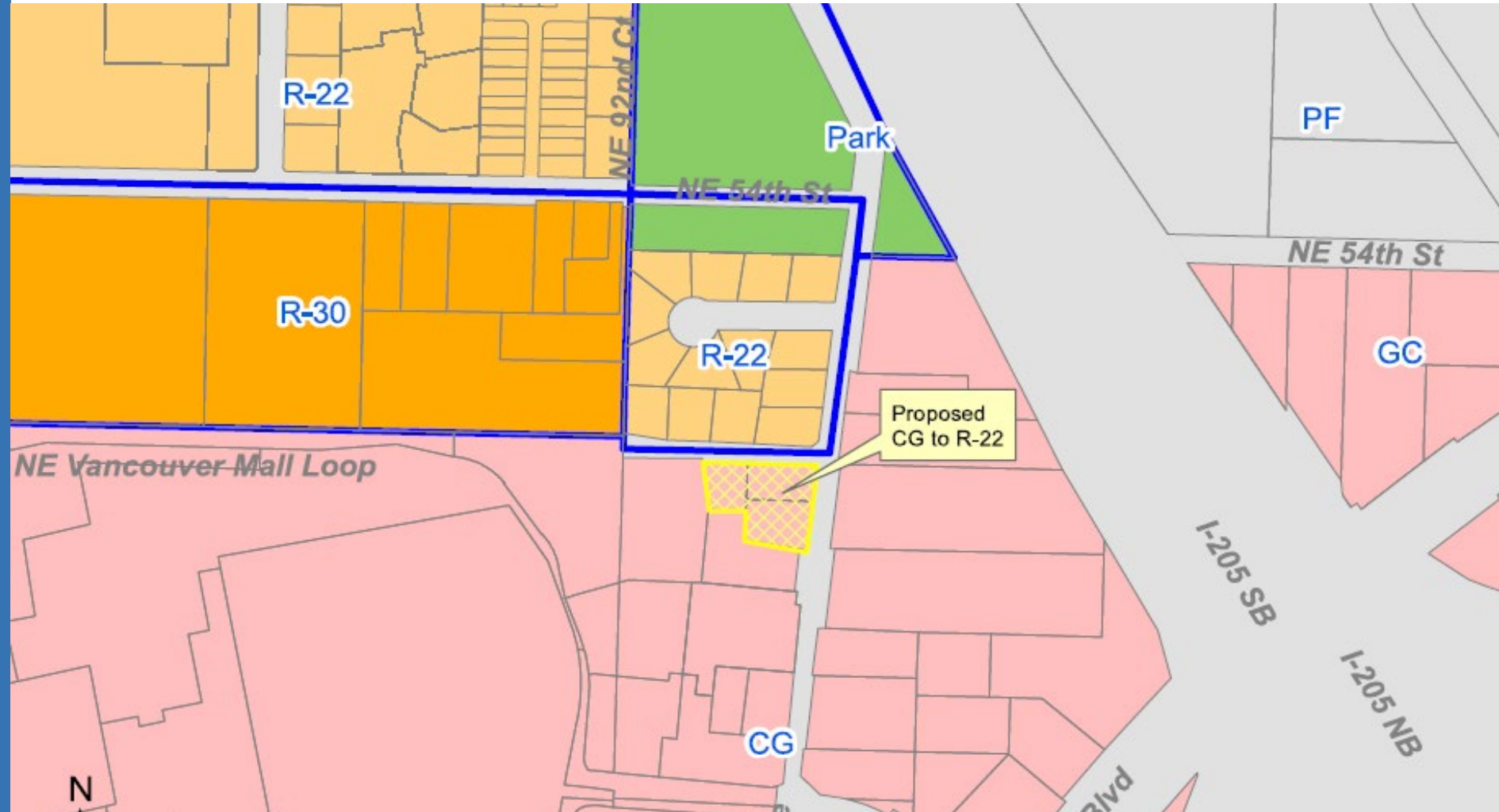
- Council public hearing review of three Comprehensive Plan and zoning map designation change requests, one Comprehensive Plan and associated zoning code text change, and 17 zoning code text changes.
- Separate Council hearing review and vote for each of three map changes, and one hearing review and vote for all text changes
- Unanimous recommendation for approval by Planning Commission on October 11, with two exceptions noted
- City Council workshops November 14 and 28, and first reading December 12



**Stutesman
Plan/zone map
change –
CG to R-22
in the Van Mall
Neighborhood,
Intended to allow
11 townhome
units.**



Stutesman Plan/zone map change - Vicinity Zoning



Stutesman Plan/zone map change - Background

- Located at a transition point between residential and commercial zoning districts
- Planning Commission recommended for approval:
 - Found site to be a good location to meet long term housing needs;
 - Indicated there is ample commercial zoning and commercial development nearby;
 - Concerns about displacement of existing mobile home tenants can be partially addressed by 90-day period until ordinance effective date to allow additional time for tenants to plan for relocation.
- No public testimony at hearing, one advance letter in opposition

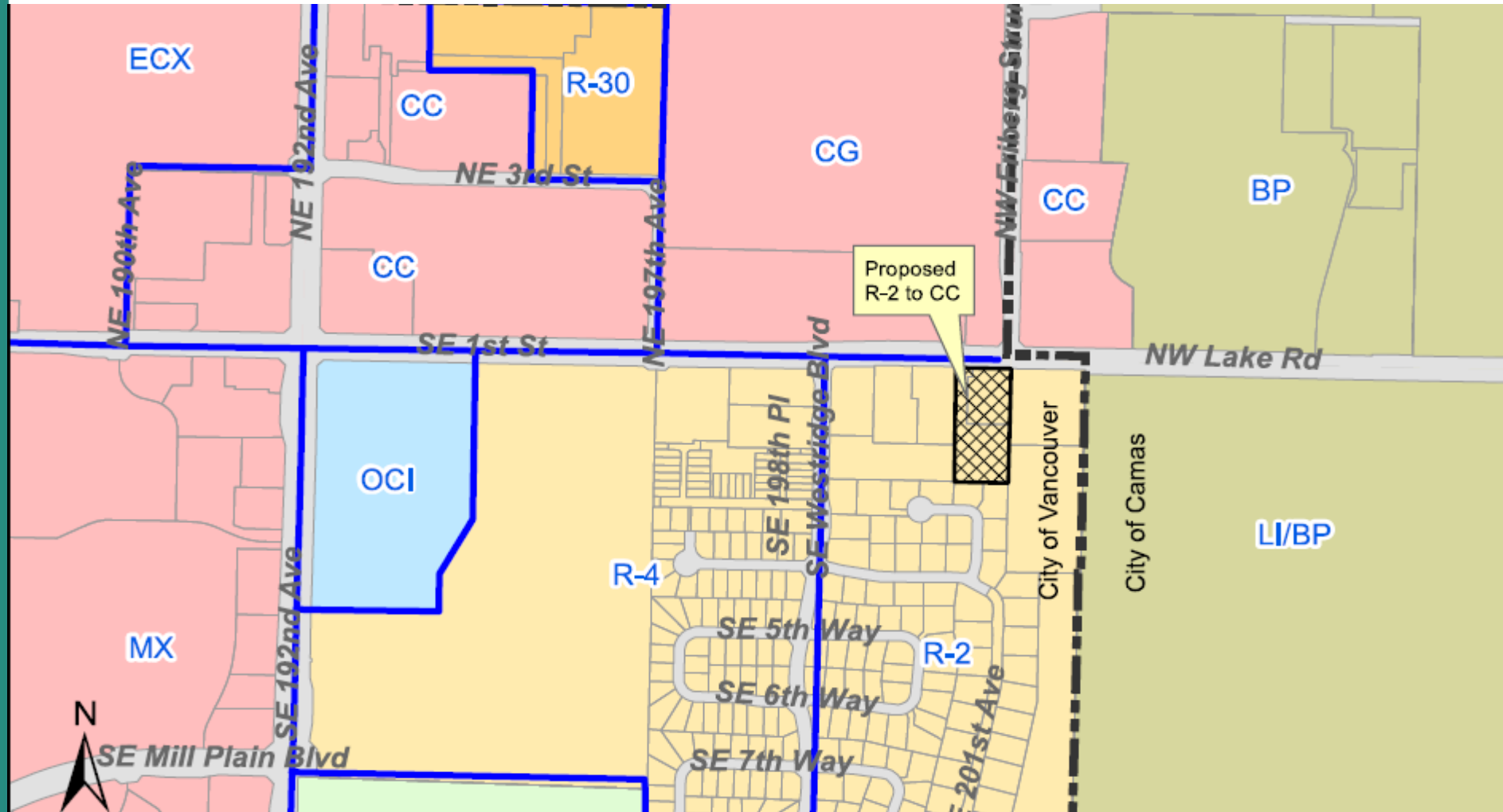
Stutesman Plan/zone map change - Return to Council

- Questions of staff
- Applicant presentation and public testimony
- Council deliberation and decision

Schwartz
Plan/zone map
change - R-2 to
CC in East
Vancouver,
Intended to allow
expansion of
existing home
business.



Schwartz Plan/zone map change - Vicinity zoning



Schwartz Plan/zone map change - Background

- Planning Commission recommended denial by 3-2 vote, based on concerns that commercial zoning at this site alone could hinder efficient redevelopment of abutting large homesites, preclude changes to higher density residential zoning, and is premature given pending Comprehensive Plan update.
- Applicant argued that the proposal meets rezone criteria, and 1st Street has developed and is more appropriate for commercial development rather than single family housing.
- No public testimony at hearing, one advance comment in opposition.

Schwartz Plan/zone map change - Vicinity Land Uses



Fall 2022 Comprehensive Plan and Zoning Amendments— 10

Schwartz Plan/zone map change - Area Home Business Activity

- Old Chicago Street Rods listed by Google Maps at 20019 SE 1st Street east of rezone site
- No Home Occupation permit listings at rezone site or vicinity

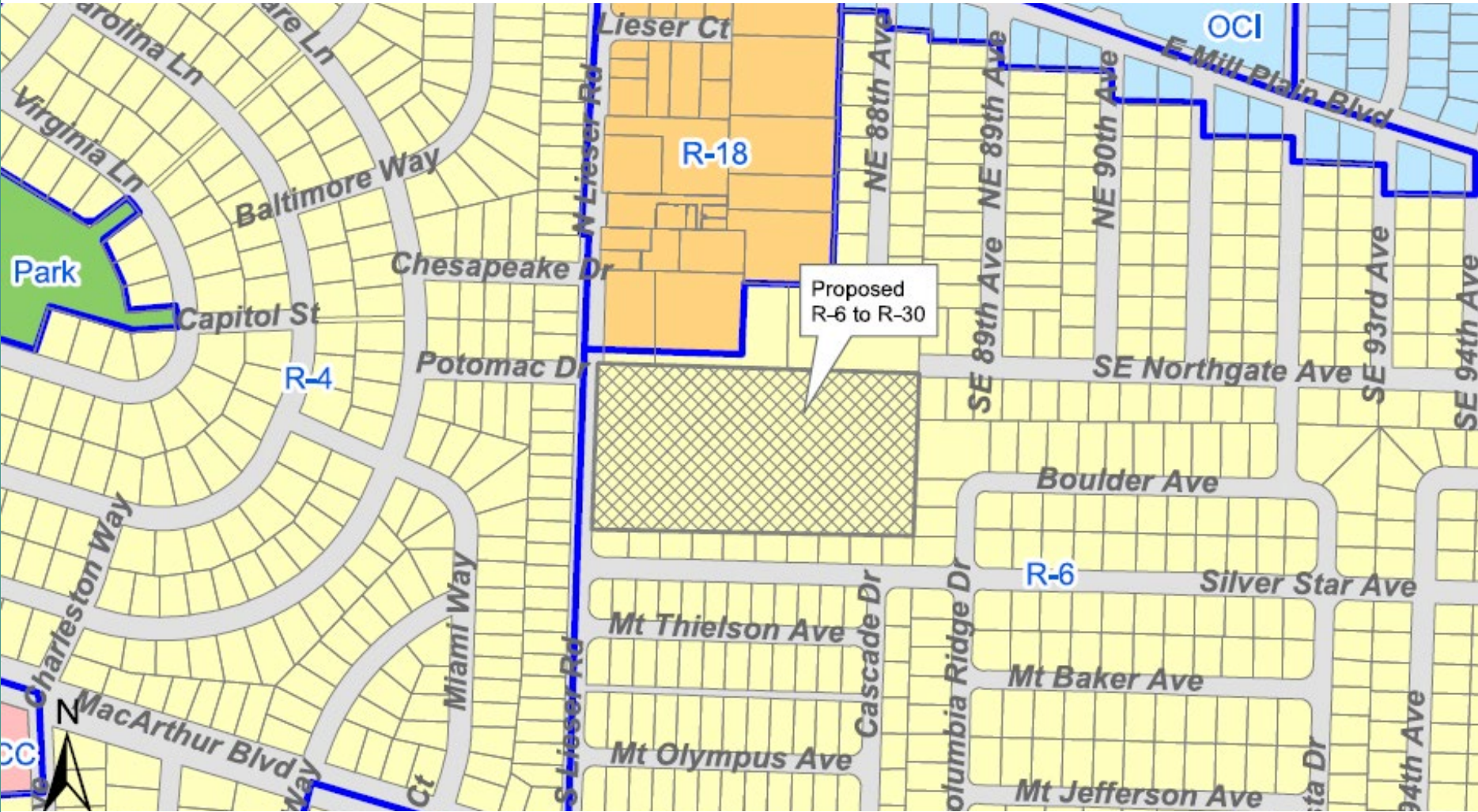
Schwartz Plan/zone map change - Return to Council

- Questions of staff
- Applicant presentation and public testimony
- Council deliberation and decision

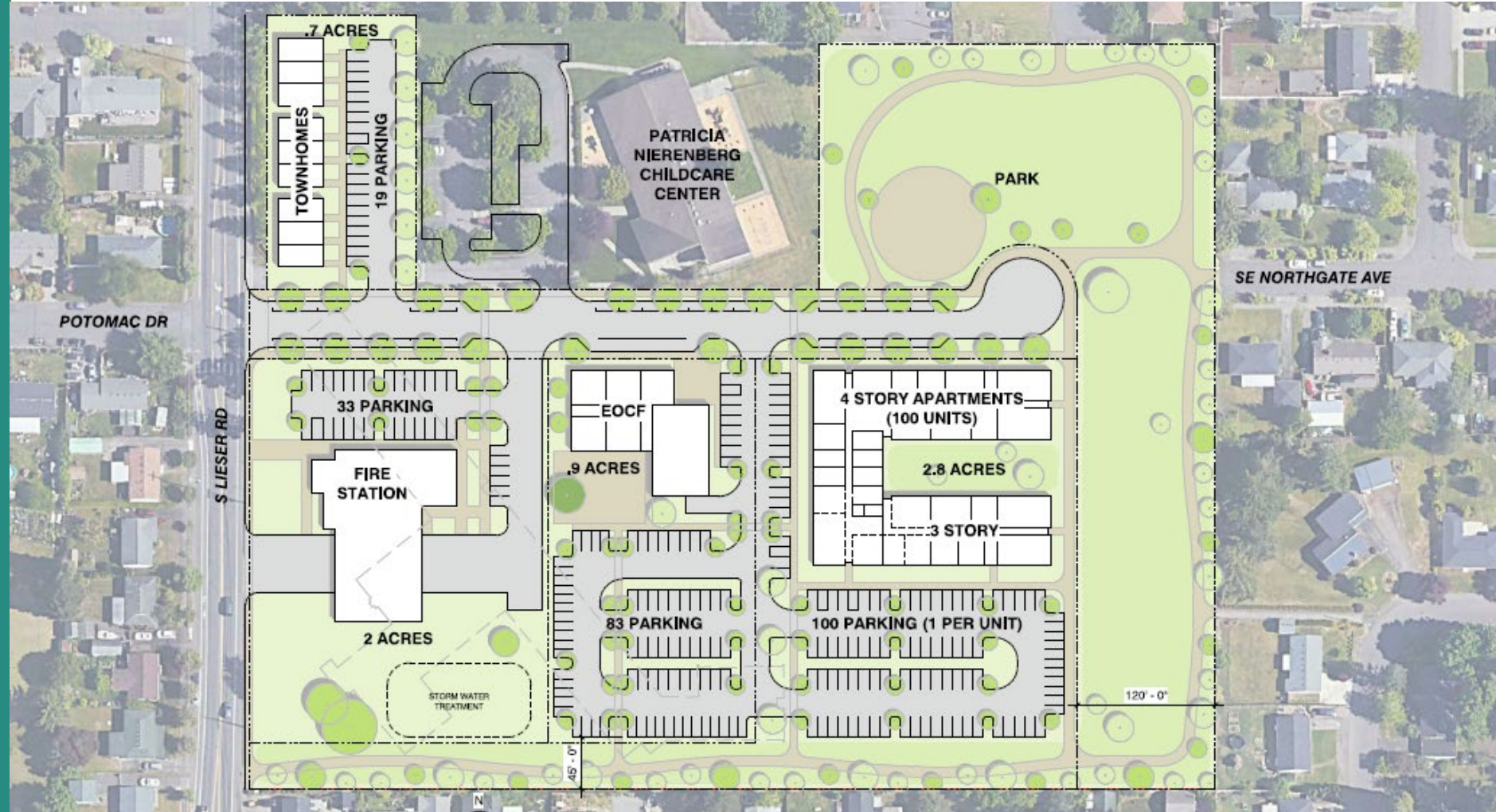
Lieser School -
R-6 to R-30 in
Vancouver
Heights
Neighborhood,
Intended to allow
redevelopment
including park,
fire station,
housing, EOCF
facility.



Lieser School Site -Vicinity zoning



Lieser School Site- Potential Future Site Plan



Lieser School site - Background

- Planning Commission recommended approval based on proposal's provision of affordable housing, on-site public facilities and services, and the various outreach events and activities conducted for the redevelopment proposal.
- Two persons testified at the hearing and one advance comment was received with concerns about traffic, services, neighborhood character, and a desire for additional information.

Lieser School Site – Return to Council

- Questions of staff
- Applicant presentation and public testimony
- Council deliberation and decision

School District capital facility plans and impact fee updates

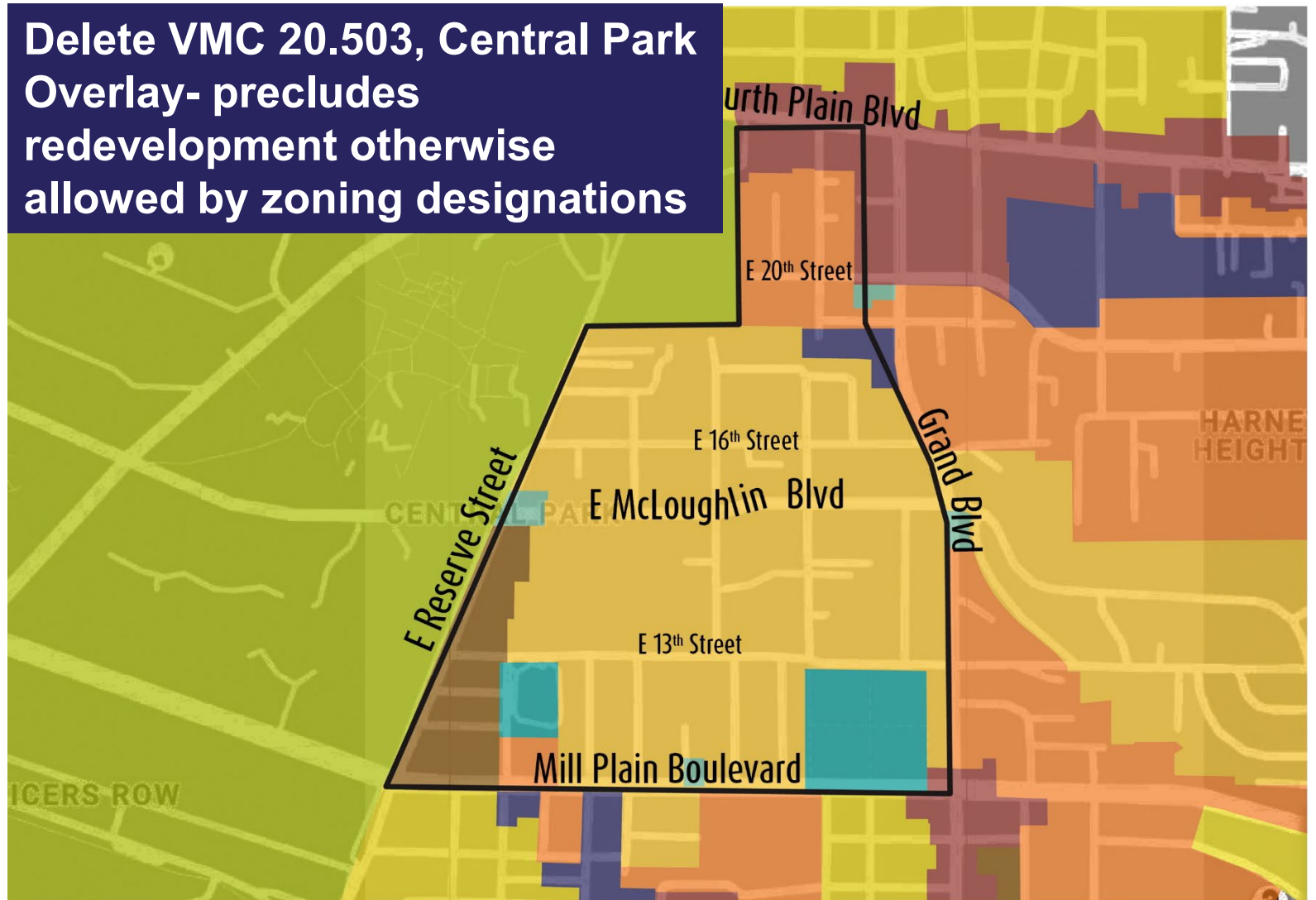
- Updated 6-year Battleground, Camas and Vancouver School Districts capital facilities plans proposed for adoption by reference in Appendix E of the Comprehensive Plan. Associated new School Impact Fees proposed in VMC Table 20.915.060-1:

School District	Single-Family	Multi-Family
Battle Ground	\$6,397 <u>\$10,760</u>	\$2,285 <u>\$3,845</u>
Camas	\$5,371 <u>\$6,650</u>	\$5,371 <u>\$6,650</u>
Vancouver	\$2,880 <u>\$2,786</u>	\$2,381 <u>\$2,486</u>

- No comments received

Zoning Code Text Changes - Central Park Overlay

Delete VMC 20.503, Central Park
Overlay- precludes
redevelopment otherwise
allowed by zoning designations



Zoning Codes



Central Park Overlay - background

- Overlay established in 2000 following request from Central Park N.A. 40% of neighborhood housing units estimated to be multi-family at the time.
- Overlay prohibits adding housing units through redevelopment, which has prevented homesites in multi-family zoned areas from developing as allowed by underlying zoning. Land divisions or ADUs in single family zone comprising most the residential area have been permitted.
- Overlay contains only two provisions. Restriction is unique citywide, and arguably inconsistent with City Comprehensive Plan goals addressing redevelopment and efficient use of land, and housing affordability crisis in recent years
- Residents and owners in Overlay area notified by postcard. Neighborhood Association contacted. Limited public feedback to date.

VMC Title 20 / Zoning Code Text Changes (cont.)

- 20.970, Solid Waste Disposal and Recycling Standards, 20.927, Narrow Lot Standards, and 20.950 Cluster Lot Development – Add solid waste related provisions codifying existing practices
- 20.885, Temporary Uses – Clarify and shorten existing standards
- 20.960, Commercial District Standards – Address signs on top of multi-story buildings
- 20.150, Residential Care Homes, and 20.860, Adult Care Homes – update definition to allow up to 8 persons rather than current 6, consistent with state guidance

VMC Title 20 / Zoning Code Text Changes (cont.)

- 20.150, Definitions – Add a senior housing definition
- 20.670, Heights District – Limit first floor 16-foot height minimum to commercial uses, not residential
- 20.320, Subdivisions – Delete sales history requirements, correct reference and typo
- 20.710, Archaeological Resources – Update Map
- 20.150, Definitions; 20.920, Infill Standards; 20.790, SEPA; 20.570, Airport Overlay; Various – Correct definitions and references

VMC Title 20 / Zoning Code Text Changes (cont.)

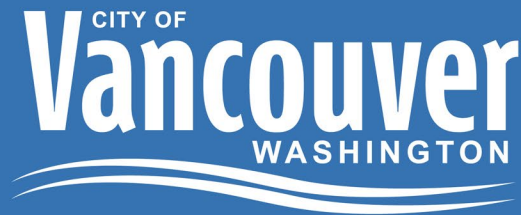
- 20.450. Update map embedded in zoning text to reflect zoning overlay map changes approved in 2021 for Port property near Vancouver Lake
- 20.430. Amend footnote allowance for affordable housing located near transit with 35-minute or less service intervals to eliminate reference to outdated C-Tran document
- 20.180.060, 20.180.070, 20.180.080. Update fees to eliminate outdated January 2022 fee listings, clarify language for tenant improvements, and separate out Right-of-Way permits for residential and commercial uses. Per City Code, VMC 20.180 fee changes were not reviewed by the Planning Commission.

Comprehensive Plan and Zoning Code Text Changes - Return to Council

- Questions of staff
- Applicant presentation and public testimony
- Council deliberation and decision

Questions and Discussion

Bryan Snodgrass, Principal Planner, Community Development Department
bryan.snodgrass@cityofvancouver.us, 360-487-7946



ATTACHMENT A: ORDINANCE FOR STUTESMAN MAP DESIGNATION CHANGE

12/19/22

1/9/23

ORDINANCE NO. M_____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designation for adjacent tax lots 158901000, 604757000, and 159762000, located in the City of Vancouver, Clark County, Washington at 5204 and 5206 NE 94th Avenue, and 9309 NE 52nd Street respectively; providing for severability; and providing for an effective date.

WHEREAS, an application for property-specific changes to Comprehensive Plan and zoning map designations was submitted to the City of Vancouver to change the Comprehensive Plan and zoning map designations on said properties from Commercial and CG to Urban High Density Residential and R-22; and

WHEREAS, the Vancouver Planning Commission reviewed the proposed map designation changes at duly advertised workshops on July 12, 2022 and September 13, 2022, and a duly advertised public hearing on October 11, 2022, and at which the Planning Commission voted 5-0 to recommend approval of the map designation change; and

WHEREAS, the City Council conducted a duly advertised workshop on November 14, 2022, a duly advertised first reading on December 19, 2022, and a duly advertised public hearing January 1, 2023, following which the Council wishes to adopt the Planning Commission recommendation for approval; and

WHEREAS, the cumulative impacts of proposal have been reviewed in conjunctions with other Comprehensive Plan change applications under consideration in 2022; and

WHEREAS, the cumulative environmental impacts of the proposed zoning change have been reviewed and determined to be nonsignificant pursuant to Chapter 43.21C RCW, the State Environmental Policy Act (SEPA) and a Notice of Determination of Non-Significance (DNS) was issued

ORDINANCE - 1

on September 22, 2022, with no comments or appeals to the DNS received; and

WHEREAS, the City Council finds and concludes that the proposed change is consistent with the balance of relevant criteria for Comprehensive Plan and Zoning Map Amendments (VMC 20.285), Mixed Use Master Plans (VMC 20.430.060) and Development Agreements (VMC 20.250) and is consistent with the policies and provisions of the Comprehensive Plan and Strategic Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff report for the October 11, 2022, public hearing, and subsequent deliberation are hereby adopted as the City Council's findings of fact.

Section 2. Comprehensive Plan Map Amendments. The Vancouver Comprehensive Plan Land Use Map, established as part of the Vancouver Comprehensive Plan 2011-2030, adopted through Ordinance M-3994, is amended to change the Comprehensive Plan Land Use Map designation of tax lots 158901000, 604757000, and 159762000, located in the City of Vancouver, Clark County, Washington at 5204 and 5206 NE 94th Avenue, and 9309 NE 52nd Street respectively, from Commercial to Urban High Density Residential.

Section 2 Zoning Code Map Amendments. The City of Vancouver Zoning Map established under VMC 20.130.020 is hereby amended to change the Zoning Map designation of tax lots 158901000, 604757000, and 159762000, located in the City of Vancouver, Clark County, Washington at 5204 and 5206 NE 94th Avenue, and 9309 NE 52nd Street respectively, from CG to R-22.

Section 5. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other

ORDINANCE - 2

person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 6. Effective Date. This ordinance shall go into effect 90 days after adoption.

Section 7. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Council Members

Read Second Time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2022

Anne McEnerny Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 3

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designation for adjacent tax lots 158901000, 604757000, and 159762000, located in the City of Vancouver, Clark County, Washington at 5204 and 5206 NE 94th Avenue, and 9309 NE 52nd Street respectively; providing for severability; and providing for an effective date.

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

**ATTACHMENT B: ORDINANCE FOR LIESER SCHOOL REDEVELOPMENT MAP
DESIGNATION CHANGE**

12/19/22

1/9/23

ORDINANCE NO. M_____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designation for tax lot 37910411 located in the City of Vancouver, Clark County, Washington at 301 S. Lieser Road; providing for severability; and providing for an effective date.

WHEREAS, an application for property-specific changes to Comprehensive Plan and zoning map designations was submitted to the City of Vancouver to change the Comprehensive Plan and zoning map designations on said properties from Public Facility and R-6 to Urban High Density Residential and R-30; and

WHEREAS, the Vancouver Planning Commission reviewed the proposed map designation changes at duly advertised workshops on July 12, 2022 and September 13, 2022, and a duly advertised public hearing on October 11, 2022, and at which the Planning Commission voted 5-0 to recommend approval of the map designation change; and

WHEREAS, the City Council conducted a duly advertised workshop on November 14, 2022, a duly advertised first reading on December 19, 2022, and a duly advertised public hearing January 9, 2023, following which the Council wishes to adopt the Planning Commission recommendation for approval; and

WHEREAS, the cumulative impacts of proposal have been reviewed in conjunctions with other Comprehensive Plan change applications under consideration in 2022; and

WHEREAS, the cumulative environmental impacts of the proposed zoning change have been reviewed and determined to be nonsignificant pursuant to Chapter 43.21C RCW, the State Environmental Policy Act (SEPA) and a Notice of Determination of Non-Significance (DNS) was issued

ORDINANCE - 1

on September 22, 2022, with no comments or appeals to the DNS received; and

WHEREAS, the City Council finds and concludes that the proposed change is consistent with the balance of relevant criteria for Comprehensive Plan and Zoning Map Amendments (VMC 20.285), Mixed Use Master Plans (VMC 20.430.060) and Development Agreements (VMC 20.250) and is consistent with the policies and provisions of the Comprehensive Plan and Strategic Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff report for the October 11, 2022, public hearing, and subsequent deliberation are hereby adopted as the City Council's findings of fact.

Section 2. Comprehensive Plan Map Amendments. The Vancouver Comprehensive Plan Land Use Map, established as part of the Vancouver Comprehensive Plan 2011-2030, adopted through Ordinance M-3994, is amended to change the Comprehensive Plan Land Use Map designation at tax lot 37910411, located in the City of Vancouver, Clark County, Washington at 301 S. Lieser Road, from Public Facility to Urban High Density Residential.

Section 2 Zoning Code Map Amendments. The City of Vancouver Zoning Map established under VMC 20.130.020 is hereby amended to change the Zoning Map designation at tax lot 37910411, located in the City of Vancouver, Clark County, Washington at 301 S. Lieser Road, from R-6 to R-30.

Section 5. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part

ORDINANCE - 2

of this law are hereby declared to be severable.

Section 6. Effective Date. This ordinance shall go into effect 30 days after adoption

Section 7. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Council Members

Read Second Time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2022

Anne McEnerny Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 3

SUMMARY

ORDINANCE NO. M _____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designation for tax lot 37910411 located in the City of Vancouver, Clark County, Washington at 301 S. Lieser Road; providing for severability; and providing for an effective date.

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

ATTACHMENT C: ORDINANCE FOR SCHWARTZ MAP DESIGNATION CHANGE

12/19/22

1/9/23

ORDINANCE NO. M_____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designation for tax lots 177468000 and 177485000, located at 20101 and 20117 SE 1st Street, respectively; providing for severability; and providing for an effective date.

WHEREAS, an application for property-specific changes to Comprehensive Plan and zoning map designations was submitted to the City of Vancouver to change the Comprehensive Plan and zoning map designations on said properties from Urban Low Density and R-2 to Commercial and CC; and

WHEREAS, the Vancouver Planning Commission reviewed the proposed map designation changes at duly advertised workshops on July 12 and September 13, 2022, and a duly advertised public hearing on October 11, 2022, and at which the Planning Commission voted 3-2 to recommend denial of the map designation change; and

WHEREAS, the City Council conducted duly advertised workshops on November 14, 2022, a duly advertised first reading on December 19, 2022, and a duly advertised public hearing January 9, 2023, following which the Council wishes to approve the proposed Comprehensive Plan and zoning map designation changes; and

WHEREAS, the cumulative impacts of proposal have been reviewed in conjunctions with other Comprehensive Plan change applications under consideration in 2022; and

WHEREAS, the cumulative environmental impacts of the proposed zoning change have been reviewed and determined to be nonsignificant pursuant to the State Environmental Policy Act. A Notice of Determination of Non-significance (DNS) was issued on September 22, 2022, and no comments or appeals to the DNS were received; and

WHEREAS, the City Council finds and concludes that the proposed change is consistent with the

ORDINANCE - 1

balance of relevant criteria for Comprehensive Plan and Zoning Map Amendments (VMC 20.285), and is consistent with the policies and provisions of the Comprehensive Plan and Strategic Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff report for the October 11, 2022, public hearing, and subsequent deliberation, are hereby adopted as the City Council's findings of fact, along with City Council deliberations at the January 9, 2023 public hearing at which the Council found that Commercial designations were appropriate at the site.

Section 2. Comprehensive Plan Map Amendments. The Vancouver Comprehensive Plan Land Use Map, established as part of the Vancouver Comprehensive Plan 2011-2030, adopted through Ordinance M-3994, is amended to change the Comprehensive Plan Land Use Map designation at tax lots 177468000 and 177485000, located at 20101 and 20117 SE 1st Street, from Urban Low Density to Commercial.

Section 2 Zoning Code Map Amendments. The City of Vancouver Zoning Map established under VMC 20.130.020 is hereby amended to change the Zoning Map designation at tax lots 177468000 and 177485000, located at 20101 and 20117 SE 1st Street, from R-2 to CC.

Section 5. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

ORDINANCE - 2

Section 6. Effective Date. This ordinance shall go into effect 30 days after adoption

Section 7. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Council Members

Read Second Time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2023

Anne McEnerny Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 3

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designation for tax lots 177468000 and 177485000, located at 20101 and 20117 SE 1st Street, respectively; providing for severability; and providing for an effective date.

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

**ATTACHMENT D - ORDINANCE FOR COMPREHENSIVE PLAN AND ZONING
TEXT CHANGES**

12/19/22

1/9/23

ORDINANCE NO. M_____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending Appendix E the Vancouver Comprehensive Plan 2011-2030, and VMC 20.130, 20.140, 20.150, 20.180, 20.285, 20.320, 20.430, 20.450, 20.503, 20.570, 20.670, 20.710, 20.790, 20.860, 20.885, 20.920, 20.927, 20.950, 20.960, and 20.970; providing for severability; and establishing an effective date.

WHEREAS, pursuant to the Growth Management Act the City Council has adopted a Comprehensive Plan for the City of Vancouver (Ordinance M-3994), and Title 20 zoning standards (last amended through Ordinance M-4034); and

WHEREAS, the Vancouver Planning Commission reviewed the proposed changes at duly advertised work sessions on July 12, 2022 and September 13, 2022, and a duly advertised public hearing on October 11, 2022, and at that hearing voted to recommend approval of Comprehensive Plan and zoning text amendments described herein for adoption to the City Council; and

WHEREAS, the City Council conducted duly advertised workshops on November 14, 2022 and November 28, 2022 and a duly advertised first reading of the proposed ordinance and public hearing on December 19, 2022 and January 9, 2023, following which the Council agreed with the Planning Commission recommendations, and identified one additional zoning code text change; and

WHEREAS, the cumulative environmental impacts of the proposed 2022 Comprehensive Plan and zoning changes have been reviewed and determined to be nonsignificant pursuant to

ORDINANCE - 1

Chapter 43.21C RCW, the State Environmental Policy Act (SEPA) and a Determination of Non-Significance (DNS) was issued on September 22, 2022 for the proposed text changes, with no SEPA comments or appeals received; and

WHEREAS, the City Council finds and concludes that the proposed changes are consistent with the policies and provisions of the Comprehensive Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff report for the October 11, 2022 public hearing is hereby adopted as the City Council's findings of fact; and

Section 2. Comprehensive Plan Text Change. Appendix E of the Vancouver Comprehensive Plan 2011-2030, adopted through Ordinance M-3994, is amended as follows:

I. Facilities and Services Plans

- Vancouver Public Schools Capital Facilities Plan ~~2014-2020~~ 2022-28, Evergreen Public Schools Capital Facilities Plan 2019-2025, Battle Ground School District Capital Facilities Plan 2022-28, and Camas School District, Capital Facilities Plan ~~2015-2021~~, 2022-28.

Section 3. Zoning Code Text Changes.

A. VMC 20.130.030, which was adopted by Ordinance M-3643 is amended as follows.

20.130.030 Maintenance of map.

The original signed copy of the Zoning Map containing the zoning districts designated at the time of adoption of this title shall be filed in the office of the city clerk pursuant to RCW 35.63.100 and a duplicate shall be filed in the office of the planning official to keep the maps up to date at all times. Copies of all zoning maps and amendments shall be dated with the effective date of the document adopting the map and amendments and shall be maintained without change, together with the adopting documents, on file in the ~~Community and Economic Development Department~~ Community Development Department.

B. VMC 20.140.020, which was adopted by Ordinance M- 3643 is amended as follows.

VMC 20.140.020 Certificates of Occupancy

A. Purpose. The purpose of this section is to ensure that each new or expanded use of a structure or of a site without a structure, and each new structure or alteration of an existing structure complies with all applicable provisions of this title. Certificates of Occupancy also provide the city with a record of each new or expanded use of a structure or site.

B. Application of Certificates of Occupancy.

3. Record. A record of all Certificates of Occupancy shall be kept on file with the ~~Community and Economic Development Department~~ Community Development Department.

C. VMC 20.150, which was adopted by Ordinance M-3643, and last amended by M-4325, is amended as follows.

~~CED Community and Economic Development~~ CDD Community Development Department

Abutting. Contiguous or adjoining with a common boundary line, except that where two or more lots adjoin only at a corner or corners, they shall not be considered as "abutting" unless the common property line between the two parcels measures 8 feet or more in a single direction. It shall include the terms ~~adjacent,~~ adjoining and contiguous.

Appeal. A request for an impartial review of a land use decision or interpretation of land use-related codes rendered by ~~Community and Economic Development~~ Community Development Department, its employees or any review body of the City of Vancouver.

DAHP Washington State Department of Archaeology and Historic Preservation

~~DAHP. The Washington State Office of Archaeology and Historic Preservation.~~

Planning Official. The city official within ~~the Community and Economic Development~~ Community Development Department charged with administratively approving land use permits or her/his designate.

Residential Care Home. Any state or federally approved dwelling used as a residence for the care or rehabilitation of dependent children, the elderly, and the physically and/or mentally handicapped. Residential care homes shall provide care for ~~six~~ eight or fewer residents

Senior Housing. Housing limited to persons aged 62 years or older

Predictive Model. The classification of property according to the probability of its having archaeological resources. The probability levels are low, low-moderate, moderate, moderate-high, and high, which are based on a combination of information from inventories and predictive models provided by DAHP, other agencies, tribal governments and local permit review. The probability levels within the urban growth boundary of the city are generally shown on maps provided by Clark County Geographic Information Systems.

~~Predictive Model Probability Level A. Regarding archaeological preservation, those areas depicted as such on the Predictive Model map.~~

~~Predictive Model Probability Level B. Regarding archaeological preservation, those areas depicted as such on the Predictive Model map.~~

D. VMC 20.180.010, which was adopted by Ordinance 3643 is amended as follows.

VMC 20.180.010 Purpose.

A. Requirements of the uniform codes and ordinances. The uniform codes and ordinances adopted by the City of Vancouver concerning land use, development, and building require the ~~Community and Economic Development Department~~ Community Development Department to perform certain reviews, approvals, and inspections to support land development, new construction, issue permits, periodically inspect existing occupancies to assure compliance with the codes, and ordinances. Appropriate fees will be collected for these reviews, approvals, and inspections. Any applicant desiring or being required to obtain review, approval, permit issuance or inspections pursuant to the uniform codes, standards, and ordinances adopted by the City of Vancouver shall pay the applicable fees.

E. VMC 20. 180.020, which was adopted by Ordinance 3643 is amended as follows.

VMC 20.180.020 Application and Service Fee Policy

A. Fee policy. It is the general policy of the City of Vancouver that the ~~Community and Economic Development Department~~ Community Development Department adopt application and service fees at a level sufficient to cover the costs or a substantial portion of the costs, associated with conducting reviews, and providing services. Fees for applications or services should generally be collected by the city at the time or as close as possible to the time that costs are incurred. General fund support for certain activities will be provided where necessary.

F. VMC 20.180.060, which was adopted by Ordinance M-3959, and last amended by M-4376, is amended as follows

20.180.060 Planning Fees.

Required planning fees. Fees for planning-related applications, permits, and services are set forth in Table 20.180.060.

Table 20.180.060.

Section	Activity	January 2022	July 2022
1.	Address Changes	\$507.00	\$523.00
2.	Airport Height Combining District	\$723.00	\$746.00
3.	Appeals (to Hearing Examiner, Planning Commission, or City Council)		
A.	Filed by a recognized city neighborhood association	\$154.00	\$159.00
B.	Involving an individual single-family or duplex lot	\$712.00	\$735.00
C.	All other (see SEPA fees for SEPA procedural appeal fee)	\$2,034.00	\$2,099.00
4.	Archaeological Review		
A.	Predeterminations		
1.	Base fee	\$662.00	\$683.00
2.	Plus fee per acre for each acre more than five	\$112.00	\$116.00
B.	Surveys and other special studies	Cost recovery ²	Cost recovery ²

Section	Activity	January 2022	July 2022
5.	Binding Site Plan		
A.	Conceptual – Requiring subsequent site plan review		
1.	Same as comparable short subdivision or subdivision	See short subdivision or subdivision	See short subdivision or subdivision
B.	Detailed – Not requiring subsequent site plan review		
1.	Same as comparable short subdivision or subdivision	See short subdivision or subdivision	See short subdivision or subdivision
2.	Plus 1/2 comparable site plan review	See site plan review	See site plan review
6.	Boundary Line Adjustments		
	Base fee	\$1,068.00	\$1,102.00
	Plus fee per lot for each additional lot more than two	\$346.00	\$357.00
7.	Comprehensive Plan Amendments (includes rezone in conjunction with plan amendment)	\$14,036.00	\$14,485.00
8.	Conditional Use Permit		
A.	Initial (community centers, group meal service, shelters)	\$1,527.00	\$1,576.00
B.	Initial (all others)	\$8,597.00	\$8,872.00
C.	Major modification, Type III	\$1,527.00	\$1,576.00
D.	Minor modification, Type I	\$346.00	\$357.00
9.	Continuance of Public Hearing		
A.	Initiated by applicant after public notice is mailed	\$2,034.00	\$2,099.00
B.	Resulting from inadequate information provided by the applicant. Does not apply in cases where new information is presented at the hearing by staff or	\$2,034.00	\$2,099.00

Section	Activity	January 2022	July 2022
	other parties.		
C.	Hearing examiner reconsideration request	\$2,034.00	\$2,099.00
10.	Covenant Release – Full and Partial	\$9,052.00	\$9,342.00
11.	Critical Areas Permit		
A.	Single-family and duplex lots (fee per applicable critical area)		
1.	Fish and wildlife habitat areas	\$1,527.00	\$1,576.00
2.	Frequently flooded areas	\$306.00	\$316.00
3.	Geologic hazard areas	\$306.00	\$316.00
4.	Wetland areas	\$1,527.00	\$1,576.00
B.	All others (fee per applicable critical area)		
1.	Fish and wildlife habitat areas	\$3,053.00	\$3,151.00
2.	Frequently flooded areas	\$701.00	\$723.00
3.	Geologic hazard areas	\$701.00	\$723.00
4.	Wetland areas	\$3,053.00	\$3,151.00
C.	Minor exception request		
1.	Single-family and duplex lots	\$701.00	\$723.00
2.	All others	\$732.00	\$755.00
D.	Reasonable use request		
1.	Single-family and duplex lots	\$4,477.00	\$4,620.00
2.	All others	\$8,903.00	\$9,188.00
E.	Digitizing critical areas geographic information	Cost recovery ²	Cost recovery ²
12.	Design Review (Downtown)		
A.	Minor exterior reviews only	\$611.00	\$631.00

Section	Activity	January 2022	July 2022
B.	All others, including new buildings	\$2,034.00	\$2,099.00
13.	Development Agreement		
A.	Initial	\$6,843.00	\$7,062.00
B.	Modification	\$3,137.00	\$3,237.00
C.	Extension	\$582.00	\$601.00
14.	Extension of Preliminary Approval	\$712.00	\$735.00
15.	Grading and Erosion Control Permit (includes plan check and inspection)		
A.	50 cubic yards or less and less than 1 foot in depth	No fee	No fee
B.	51 to 100 c.y. or greater than 1 foot in depth	\$133.00	\$137.00
C.	101 to 500 c.y.		
1.	Base fee	\$267.00	\$276.00
2.	Plus fee per 100 c.y. (or fraction thereof) above 500 c.y.	\$18.00 (Note: Maximum total grading and erosion control fee shall be \$362.00)	\$19.00 (Note: Maximum total grading and erosion control fee shall be \$374.00)
D.	Fees resulting from work in progress without a permit	2 × regular fee	2 × regular fee
16.	Home Occupation		
A.	General	\$202.00	\$208.00
B.	Penalty – When application is received after code enforcement action has been initiated	2 × regular fee	2 × regular fee
17.	Impact Fee Deferral for Single-Family Housing (administrative fee per lot)	\$638.00	\$658.00
18.	Joint Use Parking Agreement	\$1,144.00	\$1,181.00
19.	Land Use Permit (single-family residential; sheds; decks; driveways; fences, etc.)	\$53.00	\$55.00

Section	Activity	January 2022	July 2022
20.	Lot Determination		
A.	Base fee (one to two lots)	\$2,229.00	\$2,300.00
B.	Plus per-lot fee over two	\$712.00	\$735.00
21.	Master Plan²		
A.	Conceptual (requiring subsequent site plan review)	\$7,908.00	\$8,161.00
B.	Detailed (not requiring subsequent site plan review)	\$7,908.00 plus 1/2 applicable site plan review fee	\$8,161.00 plus 1/2 applicable site plan review fee
C.	Hybrid (conceptual approval for overall site, plus partial detailed approval)	\$7,908.00 plus 1/2 applicable site plan review fee for area for which detailed approval is sought	\$8,161.00 plus 1/2 applicable site plan review fee for area for which detailed approval is sought
22.	Planned Development		
A.	Residential		
1.	Base fee	\$2,473.00	\$2,552.00
2.	Plus fee per unit	\$112.00	\$116.00
3.	Minimum: Maximum: Subdivision fee reduced by 1/2 when filed simultaneously.	Min. — \$3,536.00 Max. — \$15,990.00	Min. — \$3,649.00 Max. — \$16,502.00
B.	Nonresidential		
1.	Base fee	\$2,441.00	\$2,519.00
2.	Plus fee per sq. ft. — Ground floor	\$0.62	\$0.64
3.	Plus fee per sq. ft. — Upper floors	\$0.28	\$0.29
4.	Minimum: Maximum:	Min. — \$3,632.00 Max. —	Min. — \$3,748.00 Max. —

Section	Activity	January 2022	July 2022
		\$23,904.00	\$24,669.00
C.	Mixed		
1.	Base fee	\$2,441.00	\$2,519.00
2.	Plus fee per sq. ft. – Ground floor	\$0.62	\$0.64
3.	Plus fee per sq. ft. – Upper floors	\$0.28	\$0.29
4.	Minimum: Maximum: No rezone fee. Subdivision reduced by 1/2 when filed simultaneously.	Min. – \$3,632.00 Max. – \$24,070.00	Min. – \$3,748.00 Max. – \$24,840.00
23.	Planning Official Review		
A.	Temporary use		
1.	Seasonal or special event	\$99.00	\$102.00
2.	Temporary sales office, model home, or unforeseen emergency	\$299.00	\$309.00
3.	Temporary use in a commercial or industrial district	\$1,404.00	\$1,449.00
B.	Similar use determination or other	\$1,404.00	\$1,449.00
24.	Plat Alteration	\$6,571.00	\$6,781.00
25.	Post-Decision Reviews		
A.	Post-decision review – Type I	\$346.00	\$357.00
B.	Post-decision review – Type II	\$974.00	\$1,005.00
C.	Post-decision review – Type III	\$1,527.00	\$1,576.00
26.	Preapplication Conference Process		
A.	Preapplication conference request – Single-family and duplex lots	\$306.00	\$316.00
B.	Preapplication conference request - All others	\$1,078.00	\$1,112.00
C.	Preapplication waiver request	\$154.00	\$159.00

Section	Activity	January 2022	July 2022
27.	Zoning Verification Letter (authorizes replacement of destroyed structure)	\$233.00	\$240.00
28.	Reporting (misc. application and permit information)	Cost recovery ²	Cost recovery ²
29.	SEPA Checklist (Environmental Review)		
A.	Grading permit		
1.	Single-family and duplex lots	\$135.00	\$139.00
2.	All other		
a.	Base fee	\$997.00	\$1,029.00
b.	Plus fee per acre of land disturbed by the project	\$18.00	\$19.00
B.	Subdivision or planned development		
a.	Base fee	\$814.00	\$840.00
b.	Plus fee per acre of land disturbed by the project	\$9.30	\$9.60
C.	Site plan review – Residential		
a.	Base fee per unit up to five units	\$202.00	\$208.00
b.	Plus fee per unit more than five	\$20.00	\$21.00
D.	Nonprojects (including rezone and annual review applications)	\$2,237.00	\$2,309.00
E.	All other reviews		
a.	Base fee	\$1,628.00	\$1,680.00
b.	Plus fee per acre of land disturbed by the project	\$54.00	\$56.00
F.	SEPA procedural appeal (See “Appeals – All others” for substantive SEPA appeal fee)	\$132.00	\$136.00
G.	Environmental impact statement (EIS) review	Cost recovery ²	Cost recovery ²
30.	Shoreline Permits		
A.	Shoreline substantial development permit	\$7,119.00	\$7,347.00

Section	Activity	January 2022	July 2022
B.	Shoreline conditional use permit	\$7,832.00	\$8,083.00
C.	Shoreline variance request	\$7,832.00	\$8,083.00
31.	Short Subdivisions		
A.	Preliminary (nine lots or fewer) plats	\$6,917.00	\$7,138.00
B.	Final plat check	\$2,350.00	\$2,425.00
32.	Signs – All Except Sandwich Board Signs	\$346.00	\$357.00
33.	Site Plan Review (Type I)		
A.	Residential	\$299.00	\$309.00
B.	Nonresidential	\$1,404.00	\$1,449.00
C.	Qualifying planned action	Same as Type II site plan review fees	Same as Type II site plan review fees
34.	Site Plan Review (Type II) – Residential		
A.	Base fee	\$1,759.00	\$1,815.00
B.	Plus fee per unit	\$122.00	\$126.00
C.	Maximum fee	\$24,801.00	\$25,595.00
35.	Site Plan Review (Type II) – Nonresidential		
A.	General case		
1.	Base fee	\$4,780.00	\$4,933.00
2.	Plus fee per sq. ft. – Ground floor	\$0.19	\$0.20
3.	Plus fee per sq. ft. – Upper floors	\$0.09	\$0.09
B.	Commercial pad within a previously approved site plan that was not originally reviewed for the proposed specific use or structure	\$3,264.00	\$3,368.00
C.	Land-extensive uses such as a golf course	\$3,935.00	\$4,061.00
D.	Unoccupied commercial and utility structures	\$1,812.00	\$1,870.00

Section	Activity	January 2022	July 2022
36.	Special Valuation – Historic Preservation	\$517.00	\$534.00
37.	Subdivisions – Preliminary		
A.	2 – 9 lots (not qualifying as a short subdivision)	\$7,314.00	\$7,548.00
B.	10 – 22 lots	\$10,576.00	\$10,914.00
C.	23+ Lots		
1.	Base fee (for first 23 lots)	\$10,576.00	\$10,914.00
2.	Plus fee per lot (each lot more than 23)	\$264.00	\$272.00
D.	In conjunction with a planned development	1/2 regular fee	1/2 regular fee
38.	Subdivisions – Final Plat Check	\$5,326.00	\$5,496.00
39.	Tenant Improvement (if exempt from site plan review), including multi-family (if exempt from site plan review)	\$99.00	\$102.00
40.	Tree Plan Review		
A.	Levels 1, 2, 4, 5	\$336.00	\$347.00
B.	Levels 3, 6, 7	\$112.00	\$116.00
41.	Variance (full fee for 1 variance; 1/2 cost for 2nd; \$0.00 for 3rd or more)		
A.	Type I		
1.	Single-family and duplex lots	\$701.00	\$723.00
2.	All other	\$732.00	\$755.00
B.	Type II		
1.	Single-family and duplex lots	\$2,210.00	\$2,281.00
2.	All other	\$5,324.00	\$5,494.00
42.	Zoning Certificates	\$763.00	\$787.00
43.	Zoning Map or Text Change (not involving comprehensive plan amendment)	\$9,170.00	\$9,463.00

1 Fees effective on January 1, 2022, shall be further adjusted as provided for under VMC [20.180.050](#).

2 **Cost Recovery:** Applicants or persons requesting reports will be required to sign an agreement that they will pay the actual cost of the work being performed. Actual costs will be calculated based on the salary and benefits of the employees performing work plus overhead at a rate of 30 percent.

3 Projects with approved master plans, which include preliminary stormwater and transportation plans, shall be entitled to a 30 percent reduction in the fee for stormwater and transportation plan review.

G. VMC 20.180.070, which was adopted by Ordinance M-3643, and last amended by M-4376, is amended as follows

20.180.070 Development Engineering Fees.

Fees for development engineering. Fees for development engineering related applications, permits, and services are set forth in Table 20.180.070:

Table 20.180.070. Development Engineering Fees

Section	Engineering Activity	January 2022	July 2022
1.	Binding Site Plan (in addition to underlying site plan review fee)	See short plat or subdivision	See short plat or subdivision
A.	Conceptual – Requiring subsequent site plan review		
1.	Same as comparable short plat or subdivision	See short plat or subdivision	See short plat or subdivision
B.	Detailed – Not requiring subsequent site plan review		
1.	Same as comparable short plat or subdivision	See short plat or subdivision	See short plat or subdivision
2.	Plus same as comparable site plan review	See site plan	See site plan
2.	Conditional Use Permit		
A.	Stormwater plan review	\$1,025.00	\$1,058.00
B.	Transportation plan review	\$1,378.00	\$1,422.00

Section	Engineering Activity	January 2022	July 2022
3.	Continuance of Public Hearing (applicant-initiated)	\$585.00	\$604.00
4.	Drainage Projects (special)		
A.	Plan review fee	\$520.00	\$537.00
B.	Construction inspection fee	\$533.00	\$550.00
C.	Fees resulting from working without a permit	2 × regular fee	2 × regular fee
5.	Escrow Review and Administration		
A.	\$0.00 to \$10,000 (final city-approved escrow amount)		
1.	Base fee	\$347.00	\$358.00
2.	Plus percentage of final city-approved escrow amount	1.50%	1.50%
B.	\$10,001 to \$100,000 (final city-approved escrow amount)		
1.	Base fee	\$696.00	\$718.00
2.	Plus percentage of final city-approved escrow amount	1.00%	1.00%
C.	Greater than \$100,000 (final city-approved escrow amount)		
1.	Base fee	\$1,391.00	\$1,436.00
2.	Plus percentage of final city-approved escrow amount	1.00%	1.00%
6.	Inspection Fees – Additional		
A.	Construction inspection after normal work hours ¹	Cost recovery²	Cost recovery ²
B.	Construction reinspection during normal work hours	Cost recovery²	Cost recovery ²
7.	Plan Review, Final Engineering – Additional		

Section	Engineering Activity	January 2022	July 2022
A.	Each additional review (beyond three) for either stormwater or transportation	\$540.00	\$557.00
8.	Post-Decision Review – Specifications		
A.	Change specifications prior to submittal	No fee	No fee
B.	Change specifications after first review	1/2 regular fee	1/2 regular fee
C.	Change specifications after final approval	Full regular fee	Full regular fee
9.	Right-of-Way Permits		
A.	City of Vancouver		
	<u>Residential</u>		
1.	<u>Base fee</u>		\$30.00
2.	<u>Plus fee per square foot of sidewalk (after the first 100)</u>		\$0.05
3.	<u>Plus fee per lineal foot of driveway (after the first 10)</u>		\$0.23
	<u>Commercial</u>		
1.	Base fee	\$139.00	\$143.00
2.	Plus fee per lineal foot of improvement (includes all frontage improvements and trenching in right-of-way)	\$2.50	\$2.58
B.	Clark County	Amount per Clark County Code (CCC) Chapter 13.12A as amended	Amount per Clark County Code (CCC) Chapter 13.12A as amended
C.	WSDOT	\$309.00	\$319.00
10.	Site Plans		
A.	Stormwater plan review (includes preliminary and final) ³		

Section	Engineering Activity	January 2022	July 2022
1.	General case		
a.	Base fee	\$1,544.00	\$1,593.00
	Plus charge per square foot of impervious area as follows (including roof area):		
b.	First 1.00 acre	\$0.04	\$0.04
c.	Next 1 to 5 acres	\$0.02	\$0.02
d.	Over 5 acres	\$0.004	\$0.004
2.	Unoccupied commercial and utility structures	\$500.00	\$516.00
3.	Tenant improvements	\$104.00	\$107.00
B.	Transportation plan review (includes preliminary and final) ³		
1.	General case	\$3,944.00	\$4,070.00
2.	Unoccupied commercial and utility structures	\$1,638.00	\$1,690.00
3.	Tenant Improvements	\$145.00	\$150.00
C.	Construction inspection fees (stormwater and transportation)		
1.	Small projects (less than 1 acre of impervious surface)		
a.	Base fee	\$989.00	\$1,021.00
b.	Plus charge per square foot of impervious surface	\$0.01	\$0.01
2.	Medium projects (1.0 to 4.99 acres of impervious surface)		
a.	Base fee	\$1,976.00	\$2,039.00
b.	Plus charge per square foot of impervious surface	\$0.005	\$0.005
3.	Large projects (over 5 acres of impervious surface) – \$10,000 maximum		

Section	Engineering Activity	January 2022	July 2022
a.	Base fee	\$3,951.00	\$4,077.00
b.	Plus charge per square foot of impervious surface	\$0.002	\$0.002
4.	Unoccupied commercial and utility structures	\$330.00	\$341.00
5.	Tenant Improvements	\$104.00	\$107.00
11.	Short Subdivisions (2 – 9 lots)		
A.	Plan review fee (includes preliminary and final)		
1.	Stormwater	\$1,543.00	\$1,592.00
2.	Transportation	\$2,143.00	\$2,212.00
B.	Construction inspection fee		
1.	Stormwater	\$1,345.00	\$1,388.00
2.	Transportation	\$1,345.00	\$1,388.00
12.	Subdivision (2 – 9 lots, not qualifying as short subdivision)	Same as subdivision	Same as subdivision
13.	Subdivision		
A.	Plan review fees		
1.	Stormwater		
a.	Base fee	\$1,391.00	\$1,436.00
b.	Plus per-lot fee		
	1. Less than 23 lots	\$59.00	\$61.00
	2. 23 or more lots	\$53.00	\$55.00
2.	Transportation		
a.	Base fee	\$3,088.00	\$3,187.00
b.	Plus per-lot fee	\$74.00	\$76.00
B.	Construction inspection fees		

Section	Engineering Activity	January 2022	July 2022
1.	Stormwater		
a.	Base fee	\$916.00	\$945.00
b.	Plus per-lot fee	\$90.00	\$93.00
2.	Transportation		
a.	Base fee	\$2,888.00	\$2,980.00
b.	Plus per-lot fee	\$27.00	\$28.00
14.	Street Modification – Transportation		
A.	Prior to public hearing or administrative decision		
1.	Administrative modification Minor modification	\$194.00	\$200.00
2.	Technical (minor) modification	\$1,415.00	\$1,460.00
3.	Design (major) modification Major modification	\$2,810.00	\$2,900.00
B.	After public hearing or administrative decision		
1.	Administrative modification Minor modification	\$194.00	\$200.00
2.	Technical (minor) modification	\$1,776.00	\$1,833.00
3.	Design (major) modification Major modification	\$3,179.00	\$3,281.00
C.	Appeal to hearing examiner	\$1,415.00	\$1,460.00
15.	Traffic Signal Plan Review and Inspection		
A.	Plan review fee	\$4,633.00	\$4,781.00
B.	Civil construction inspection fee	\$2,782.00	\$2,871.00
16.	Transportation Concurrency Review		
A.	Concurrency certificate request evaluation (preliminary scoping) Trip Generation and Distribution Report/Trip Compliance	\$194.00	\$200.00

Section	Engineering Activity	January 2022	July 2022
	<u>Letter/Trip Generation Letter</u>		
B.	Traffic study review	\$386.00	\$398.00
C.	Model maintenance fee per trip (peak hour); \$1,500 maximum	\$59.00	\$61.00
17.	Variance (all cases)		
A.	Stormwater	\$773.00	\$798.00
B.	Transportation	\$1,071.00	\$1,105.00
18.	Right-of-Way Use Permit Fees		
A.	Type A application fee short-term permit	\$32.00	\$33.00
B.	Type B encroachment permit fee	\$32.00	\$33.00
C.	Type C use fee temporary use and occupation permit	\$32.00	\$33.00
D.	Type D long-term ROW use and occupation permit	\$577.00	\$595.00
E.	Type E material encroachment permit	\$2,308.00	\$2,382.00

1 Costs for construction inspection services scheduled after normal business hours solely for the convenience of the contractor (i.e., not resulting from delays caused by the city) shall be reimbursed to the city on a cost recovery basis (see Note 2).

2 Cost recovery. Contractor will be required to sign an agreement that they will pay actual costs of the inspection. Actual costs will be salary and benefits for employees performing work plus overhead at the rate of 30 percent. The contractor will be sent an itemized billing.

3 Projects with approved master plans, which include preliminary stormwater and transportation plans, shall be entitled to a 30 percent reduction in the fee for stormwater and transportation plan review.

H. VMC 20.180.180, which was adopted by Ordinance M-3959, and last amended by M-4376, is amended as follows

20.180.080 Fire Review Fees.

Fees payable for fire review. Fees for reviewing and inspecting land development applications and building plans for compliance with the requirements of the International Fire Code are set forth in Table 20.180.080 VMC:

Table 20.180.080. Fire Review Fees

Section	Activity	January 2022	July 2022
1.	Planning and Development Review		
A.	Site plan review		
1.	Type I	\$320.00	\$330.00
2.	Type II	\$889.00	\$917.00
3.	All other site plan reviews (e.g., post-decision review)	\$320.00	\$330.00
B.	Land divisions		
1.	Short subdivision (9 lots or less)	\$889.00	\$917.00
2.	Subdivision (10 lots or more)		
a.	Base fee for first 23 lots	\$1,336.00	\$1,379.00
b.	Plus fee per lot over 23	\$50.00	\$52.00
C.	Planned development		
a.	Base fee for up to 23 lots	\$1,336.00	\$1,379.00
b.	Plus fees for lots over 23	\$50.00	\$52.00
D.	Fire official review	\$262.00	\$262.00
E.	All other land use applications	\$223.00	\$230.00

I. VMC 20.285.030, which was adopted by Ordinance M-3643 and is amended as follows:

20.285.030 Initiation.

A. Proposals reviewed under this chapter may be initiated by property owners or their representatives, the city of Vancouver, or private citizens or groups as follows:

1. Map Changes. Property owners or any individual, group or organization may initiate comprehensive plan and associated zoning map designation changes applying to one or more properties, through submittal of an annual review application and associated fees specified in Chapter 20.180 VMC. Standalone zoning changes not requiring a comprehensive plan change shall be subject to zone change application and associated fees per Chapter 20.180 VMC.

2. Text Changes. Property owners or any individual, group, or organization may initiate comprehensive plan or zoning code text changes through submittal of a text change application and associated fees per Chapter 20.180 VMC.

3. City Initiated Map or Text Changes. The city of Vancouver, on its own behalf or on behalf of an outside individual or group, may initiate Comprehensive Plan or zoning map and/or text changes. City initiation of outside requests for amendments, shall be at city discretion, and generally limited to proposals that are limited in scope and/or clearly warranted in terms of policy implications, and subject to the following:

a. Private parties shall submit a written summary of the amendment proposed to ~~eCommunity and economic dDevelopment dDepartment~~, an indication of why it is needed, and the potential land use impacts if approved. No application fees shall be assessed.

b. City staff shall maintain a docket listing of private party requests, and shall provide the listing not less than once per year to the planning commission, which shall determine which items shall be scheduled for public hearing review, deferred to future work programs, or discontinued. Requesting parties of discontinued proposals shall have the option of submitting formal applications under this chapter.

J. VMC 20.320.030, which was adopted by Ordinance M-3643 and last amended by M-4179, is amended as follows:

VMC 20.320.030

A. *Application – Fees.* The applicant must submit a completed application form as prescribed by the planning official with applicable fee per Chapter [20.180](#) VMC.

B. *Submittal Requirements.* Applications for preliminary short subdivisions or subdivisions shall be on a scale legible for digital reproduction and shall include the following:

1. *Existing conditions plan.* The existing conditions plan shall include pertinent survey data compiled as a result of a survey made by or under the supervision of a licensed land surveyor in the state of Washington and shall include the following information:

a. A vicinity map showing streets and access points, pedestrian and bicycle pathways, transit stops and utility locations within a 500-foot radius of the site;

- b. The site size, dimensions and orientation relative to true north;
- c. Remaining easements;
- d. The location, name and dimensions of public and private streets adjoining the site, identifying whether the streets are public or private;
- e. Location, dimension, and purpose of existing easements;
- f. The location of existing structures and other improvements on the site, including buildings, driveways, parking, loading, pedestrian and bicycle paths, passive or active recreational facilities or open space and utilities;
- g. Elevation of the site at two-foot contour intervals for grades zero percent to 10 percent and at five-foot contour intervals for grades more than 10 percent;
- h. The location of natural conditions such as:
 - i. Waterbodies, the 100-year floodplain, aquatic habitats, natural drainage courses, wetlands, springs, seeps, closed depression areas, groundwater elevations, aquifers, and wellhead protection areas;
 - ii. Geological hazard areas such as slopes in excess of 15 percent, unstable or weak soils, soils with high erosion potential, rock outcroppings, and areas of healthy native soils and hydraulic conductivity;
 - iii. Existing vegetation including stands of trees and individual trees, additional information necessary to comply with Chapter [20.770](#) VMC, Tree, Vegetation, and Soil Conservation, and areas of wildlife habitat.

2. *Preliminary plat.* The proposed preliminary plat shall include the name of the subdivision or short subdivision which shall not be named the same as an existing plat recorded in Clark County, Washington, along with the following:

- a. The proposed site and its dimensions and area.
- b. Proposed lots, tracts and easements, including dimensions, individual lot areas and total acreage.
- c. Abutting properties or, if abutting properties extend more than 100 feet from the site, the portion of abutting properties within 100 feet of the site, and the approximate location of structures and uses on abutting property or portion of the abutting property.
- d. The location and dimensions of development, including but not limited to the following:
 - i. Streets and other rights-of-way and public or private access easements on and adjoining the site;

- ii. Vehicle, and bicycle parking and pedestrian bicycle and vehicular circulation areas;
- iii. Loading and service areas;
- iv. Active or passive recreational or open space features;
- v. All utilities;
- vi. Existing structures to be retained on the site and their distance from proposed property lines;
- vii. Proposed structures on the site, including signs and fences, and their distance from property lines if known at time of land division;
- viii. The location and type of proposed outdoor lighting and existing lighting to be retained if known at time of land division; and
- ix. Boundary delineation of any wetlands including required buffers and shoreline setback lines if applicable.

3. *Narrative.* The narrative shall include the following:

- a. A comprehensive narrative addressing how the development complies with preliminary plat approval criteria in VMC [20.320.040](#) and the technical standards in VMC [20.320.070](#); other applicable standards of this title and the policies of the comprehensive plan outlined by staff as being applicable to the proposed development;
- b. Description of the uses proposed for the site;
- c. Phasing plan, if applicable;
- d. Any variances requested pursuant to the regulations in Chapter [20.290](#) VMC;
- e. Existing covenants or restrictions and easements, if applicable; and
- f. History of any previous subdivisions and short subdivisions of the property.

4. *Supplementary information.* The following supplemental information shall also be submitted unless otherwise indicated in parentheses:

- a. Environmental checklist that complies with Chapter [20.790](#) VMC, SEPA Regulations (if applicable);
- b. Legal description;

- c. Geotechnical/soils survey, if applicable;
- d. Tree, vegetation, and soil plan that complies with the requirements of Chapter [20.770](#) VMC, Tree, Vegetation, and Soil Conservation;
- e. *Preliminary grading, erosion prevention and stormwater plans.*
- i. Grading Plan indicating areas of soil protection and compaction prevention;
- ii. Erosion Prevention measures as required in Chapter [14.24](#) VMC; and
- iii. Stormwater Site Plan as required in Chapter [14.25](#) VMC.
- f. Archaeological Pre-Determination Report, if applicable, that complies with the requirements of Chapter [20.710](#) VMC, Archaeological Resource Protection;
- ~~g. Sales history. A deed history of all applicable properties dating back to 1969 or to the date when a legal lot determination was made.~~
- h. Clark County public health Development Review Evaluation Form or copy of application to the Clark County public health;
- i. *Certified mailing list.* Current Clark County assessor map(s) showing the property(ies) within a 500-foot radius of the site, per the requirements in VMC [20.210.050](#) and [20.210.060](#), decision-making procedures, and two sets of mailing labels with the names and addresses of owners of all properties within the 500-foot radius. Such list shall be certified as accurate and complete by the Clark County assessor or a title company. For non-owner-occupied properties, provide mailing labels addressed to “occupant” as can be determined from available county assessor records (two copies);
- j. Traffic Study or Trip Generation and Distribution Report in compliance with VMC Title [11](#)

K. VMC 20.320.070, which was adopted by Ordinance M-3643 and last amended by M-4354, is amended as follows.

VMC 20.320.070 Technical Standards. {for subdivisions}

A. Subdivision Layout and Required Improvements.

A. Subdivision Layout and Required Improvements.

1. *Principles of acceptability.* The short subdivision or subdivision shall conform to the comprehensive plan. The short subdivision or subdivision shall conform to the requirements of the state law and to the standards established by this title.

a. *Street improvement standards.* All proposed streets and street improvements shall comply with the provisions of VMC Title [11](#) and approved transportation standards details on file with the public works department.

b. *Blocks.* The length, width and shape of blocks shall be designed with due regard to providing adequate building sites for the use contemplated; consideration of the needs for convenient access, circulation, control, safety of motor vehicular, bicycle and pedestrian traffic and recognition of limitations and opportunities of topography.

c. Blocks shall not exceed 1,300 feet in length between street lines, except blocks adjacent to arterial streets or unless a previous adjacent layout or topographical conditions justify variation. The recommended minimum distance between intersections of arterial streets is 1,800 feet. Minimum length of a block shall not be less than 180 feet.

d. *Easements.*

1. *Utility lines.* Easements for sewers, drainage, water lines, electric lines or other public use utilities shall be provided. The size and location of the easement shall be reviewed and approved by the appropriate utility provider.

2. *Watercourses.* If a subdivision is traversed by a watercourse, such as a drainageway, channel or stream, there shall be provided a stormwater easement for the width of the watercourse plus 15 feet on each side of the watercourse. Streets or parkways parallel to a major watercourse may be required.

3. *Pedestrian/bicycle ways in and through residential subdivisions.* In blocks over 800 feet in length, a pedestrian/bicycle way with a minimum width of 16 feet shall be required through the middle of the block when required by the transportation manager for public convenience and safety; 12 feet of the 16-foot corridor shall be paved in a durable material. If unusual conditions require blocks longer than 1,200 feet in length, two pedestrian/bicycle ways shall be required. When required by the transportation manager for public convenience and safety, pedestrian ways shall be required to connect cul-de-sacs or to pass through unusually shaped lots.

e. *Flag lots.* Flag lots may be permitted, provided that the minimum width of the flag stem be 15 feet for a single lot and 20 feet for a shared flag access, and it is in compliance with fire access standards contained in VMC [16.04.150](#). No more than four lots may be accessed from a single flag stem. A private maintenance agreement shall be recorded for driveways which serve more than one lot.

f. *Lot side lines.* Side lines, as far as practical, shall run at right angles to the street on which the lot faces.

g. *Lot frontage.* With the exception of flag lots, all lots shall abut on a public or private street with a minimum frontage of not less than 20 feet.

h. *Parks and playgrounds.* The review authority shall see that appropriate provision is made for parks and playgrounds to serve the proposed subdivision.

i. *Narrow Lot Land Divisions.* Land divisions which contain one or more residential lots having a width or less than 40 feet shall meet the development standards of VMC [20.927.040](#).

j. *Existing trees.* All subdivision developments shall comply with the tree and vegetation management provisions contained in Chapter [20.770](#) VMC, Tree, Vegetation and Soil Conservation.

2. *Procedure for installation.* In addition to other requirements, improvements installed by the developer of the short subdivision or subdivision, either as a requirement of these regulations or at his own option, shall conform to the requirements of this title and improvement standards, specifications, inspections and procedures as set forth by the city and administered by the department of public

works and community and economic development department, and shall be installed in accordance with the following procedures:

- a. Public work shall not commence until civil engineering plans, prepared in accordance with the requirements of the city, have been approved by the city: all required permits have been obtained and a pre-construction conference has been conducted. Public work shall not be commenced until the city has been notified in advance.
- b. If work has been discontinued for any reason, it shall not be resumed until the city has been notified.
- c. Public improvements shall be constructed under the inspection and to the satisfaction of the director of public works or their designee. The city may require changes in typical sections and details in the public interest if unusual conditions arise during construction to warrant the change.
- d. All underground utilities, sanitary sewers and storm drains installed in the streets by the developer of the short subdivision or subdivision shall be constructed prior to the surfacing of streets. Stubs for service connections and underground utilities and sanitary sewers shall be placed to a length precluding the necessity for disturbing the street improvements when surface connections are made.
- e. A plan showing all improvements "as built" shall be filed with the development review services upon the completion of the improvements.
- f. *Public improvements required.* Improvements to be installed at the expense of the owner of the short subdivision or subdivision are as follows:
 - i. All full-width streets, sidewalks, curbs and gutters, including alleys, within or adjacent to the subdivision or short subdivision; streets adjacent but only partially within the short subdivision or subdivision; and the extension of short subdivision or subdivision streets to the intercepting paving line of existing streets with which short subdivision or subdivision streets intersect shall be graded for the full right-of-way width and improved to the city's improvement standards and specifications.
 - ii. *Half-width roads.* In situations where the property being developed does not permit full-width public streets, half roads having a minimum right-of-way or easement and roadway improvement width of one-half of the design width may be permitted when placed adjacent to adjoining property so long as there is no physical obstruction or development constraint prohibiting the completion of the street on such adjoining property; provided, that public street half-width shall be a minimum of 20 feet wide. Public half-width streets serving six or more parcels shall be required to dedicate additional right-of-way as necessary to provide for a minimum of one foot of right-of-way beyond the edge of the sidewalk. Further, additional right-of-way or easement may be required between the edge of the roadway and the property line for construction clearance, slopes or other features. Half-width public streets shall serve a maximum of 200 ADT. If the number of trips generated is greater than 200 ADT, the street shall be widened to full-width standards. Parking shall be prohibited along any half-width street and necessary signs and pavement markings shall be the responsibility of the developer.
 - iii. *Benchmarks.* When required, elevation benchmarks shall be established within the subdivision with elevations to U.S. Geological Survey datum.
 - iv. *Drainage systems.* Surface drainage systems shall be provided within the subdivision or short subdivision. The design of the drainage system within the short subdivision or subdivision shall be in accordance with the standards set forth by Chapter [14.25](#) VMC, as administered by the department of public works.
 - v. *Erosion control and stormwater quality.* Facilities shall be provided within the short subdivision or subdivision to enhance stormwater runoff and protect existing and future drainage facilities. The design of the erosion control and stormwater quality system shall be in accordance with the standards

set forth by the city, pursuant to Chapters [14.24](#) and [14.25](#) VMC, as administered by the department of public works.

vi. *Sanitary sewers.* Sanitary sewers shall be installed to serve the short subdivision or subdivision and to connect the short subdivision or subdivision to existing mains.

vii. *Water system.* Water lines with valves and fire hydrants serving the short subdivision or subdivision and connecting the subdivision or short subdivision to the city mains shall be installed according to specifications of the city, pursuant to VMC Title [14](#), Water and Sewers, as administered by the department of public works.

viii. *Sidewalks.* Sidewalks shall be installed along both sides of each street within and/or adjacent to the short subdivision or subdivision, unless exempted by approval of a roadway modification, by the review authority and along pedestrian ways of the short subdivision or subdivision. Sidewalks shall be installed according to the specifications of the city, pursuant to VMC Title [11](#), Streets and Sidewalks, as administered by the department of public works.

ix. *Street trees.* Street trees shall be planted along both sides of each street within the short subdivision or subdivision and along any portion of the short subdivision or subdivision that fronts upon an existing street. Street trees shall be planted 30 feet on-center and be of a species approved by the city planning official.

x. *Other.* When special conditions are encountered in the plans for improvements such as fill section requiring the placement of guardrails, ditches requiring drainage appurtenances, or other protection against erosion such as slopes requiring use of sod and/or seeding, such improvements shall be considered as an integral part of the improvement construction. Such special improvements shall be approved by the director of public works or transportation manager prior to commencement of construction.

g. *Conditions of agreements.*

i. *Short Subdivisions or Subdivisions.* Before the public works and community and economic development directors' approval is certified on the plat of a subdivision, the developer shall either install required improvements and repair any damage to the existing streets or other facilities damaged due to the development of the subdivision, or at the city's discretion execute and file with the city clerk an agreement between herself/himself and the city specifying a period not to exceed two years in which the required improvements and repairs shall be completed and providing that if work is not completed within the period specified, the city may complete the work and recover the full cost and expense from the subdivider.

ii. *Escrow or other form of security acceptable to the city required – Public improvements.* The city may accept from the developer of any short subdivision or subdivision, in lieu of completion and acceptance of certain approved required public improvements prior to approval of a final plat, an escrow agreement or other form of security acceptable to the city which secures and provides for the actual construction and installation of the improvements of the conditions of plat approval and subject to the following:

A. The use of escrow in lieu of construction completion shall be limited to work items representing end-of-project issues that are generally outside the control of the developer. Examples may include: top layer of pavement, landscaping or sidewalk construction in unfavorable weather seasons, delayed delivery of long-lead-time items like street lighting or traffic signal equipment. The use of escrow shall not be approved for underground utility installation.

B. The developer shall submit a written request and the appropriate forms to the director of public works, or designee, for review, which shall include the following information:

1. A scheduled unit cost breakdown for project work to be completed presented as Exhibit "A," an agreement will not be accepted without an approved unit cost breakdown for the project.

2. A draft of the escrow agreement in a form approved by the city.

3. Any other documents deemed necessary by the city.

4. Applicable processing fee.

C. Upon approval of an escrow or other form of security acceptable to the city, recording of the final plat is allowed, provided all other conditions to be met prior to final plat approval have been satisfied.

iii. *Escrow or other form of security acceptable to the city required – Private improvements.* The city may accept from the developer of any subdivision or short subdivision, in lieu of completion and acceptance of certain approved required private improvements prior to approval of a final plat, an escrow agreement or other form of security, acceptable to the city, which secures and provides for the actual construction and installation of the private improvements or the performance of the conditions of agreement for plat and subject to the following:

A. Use of escrow or other form of security acceptable to the city in lieu of completion and acceptance of such required private improvements shall be limited to:

1. Approved private transportation system improvements, including sidewalks and streetlights, provided emergency access improvements are constructed on site as needed;

2. Approved private stormwater collection and management facilities;

3. Approved landscaping and trees to meet minimum on-site tree density, including installation and maintenance costs.

B. The developer shall submit a written request along with the appropriate forms to the planning official for review.

C. Each escrow or other form of security acceptable to the city request shall include the following:

1. A scheduled cost breakdown for project work to be completed presented as Exhibit "A," an escrow agreement shall not be accepted without an approved unit cost breakdown for the remaining improvements.

2. A draft escrow agreement in a form provided by the city.

3. An irrevocable license signed by the owner of subject property to run with the property which provides the city with the right to allow the employees, agents, or contractors of the city to go on access the subject property for the purpose of inspecting and, if necessary, doing completing the work or making the improvements covered by the escrow or other form of security acceptable to the city.

4. Any other documents deemed necessary by the city.

5. Applicable processing fee.

D. Upon approval of an escrow or other form of security acceptable by to the city, recording of the final plat is allowed, provided all other conditions required to be met prior to the final plat approval have been satisfied.

iv. *Amount of escrow or other form of security acceptable to the city.* Such assurance of full and faithful performance shall be for a sum approved by the planning official as sufficient to cover the cost of the improvements and repairs, including related engineering and incidental expenses.

v. *Failure to carry out agreement.* In the event the developer of the short subdivision or subdivision fails to carry out provisions of the agreement and the city has un-reimbursed costs or expenses

resulting from such failure, the escrow or other form of security acceptable to the city shall be forfeited and the money shall be paid to the city to defray its costs. If the amount of the escrow or other form of security acceptable to the city exceeds the cost and expense incurred by the city, the city shall release the remainder and if the amount of the escrow or other form of security acceptable to the city is less than the cost and expense incurred by the city, the subdivider shall be liable to the city for the difference.

vi. *Guarantee of workmanship and materials.* It shall be required that a 110 percent maintenance bond or bonds be posted to guarantee all workmanship and material for a period of one year from the date of the acceptance of the improvements by the city. This is provided that in the judgment of the Director of Public Works any defects are not the result of public abuse, misuse or acts of God. City inspection does not give relief from the one-year guarantee on workmanship.

vii. *Release of escrow or security.* Upon completion of required improvements, the subdivider shall request in writing that the planning official or director of public works release all or a portion of the funds held in escrow. Such improvements shall be inspected and accepted as complete by the city prior to the release of any such escrow funds, or portion thereof.

B. *Public improvements plan.* Where public improvements are required, plans for such improvements shall be submitted to the director of public works. Public improvements shall be designed by or under the direct supervision of a licensed professional civil engineer as required by statute, pursuant to Chapters [18.08](#), [18.43](#), and [18.96](#) RCW, and shall meet, as a minimum, the requirements of VMC [20.320.080\(A\)](#). The engineer shall certify the plans by seal and signature. Such certification shall contain the following: (1) subdivision name; (2) name, mailing address, and telephone number of engineer preparing the plan; and (3) date, including month and year. All public improvement plans shall be submitted for review and approval by the director of public works.

C. *Monument-setting.* All monuments set in subdivisions shall be at least one-half-inch by 24-inch steel bar or rod, or equivalent, with durable cap imprinted with the license number of the land surveyor setting the monument.

1. *Centerline monument-setting.* After paving, except as provided in subsection [\(C\)\(4\)](#) of this section, monuments shall be driven flush with the finished road surface at the following intersections:

a. Street centerline intersections;

b. Points of intersection of curves if placement falls within the paved area or otherwise, at the beginnings and endings of curves;

c. Intersections of the plat **boundaries extensions** and street centerlines.

2. *Property line monument-setting.* All front corners, rear corners, and beginnings and endings of S curves shall be set with monuments, except as provided in subsection [\(C\)\(4\)](#) of this section. In cases where street curbs are concentric and/or parallel with front right-of-way lines, front property-line monuments may be provided by brass screws or concrete nails with the surveyor's license number at the intersections of curb lines and the projections of side property lines. If curb monuments are used, it shall be noted on the plat, and also that such is monuments are good for projection of line only and not for distance.

3. *Post-monument-setting.* All monuments for the exterior boundaries of the short subdivision or subdivision shall be set and referenced on the plat prior to plat recording. Interior monuments need not be set prior to recording if the developer certifies that the interior monuments shall be set within 90 days of final short subdivision or subdivision construction inspection by the director of public works, and if the developer guarantees such interior monument-setting.

a. The developer shall sign the following certification, the existence of which shall be noted on the plat, if post-monument-setting of the interior monuments is chosen:

DEVELOPER'S CERTIFICATION FOR POSTMONUMENTATION

I, certify that the post-monument-setting of the interior monuments of this plat shall be accomplished within ninety (90) days of final acceptance of subdivision construction by the Director of Public Works for the City of Vancouver, Clark County and State of Washington.

(Signature)

b. The land surveyor who performs any post-monument-setting shall certify that the interior monuments have been set in compliance with the final plat, and shall record the following certification with the county auditor:

I, certify that I have set the interior monuments for (name of subdivision) a subdivision plat recorded in Book (____), page (____), Records of Clark County, and that said monuments are set in compliance with said final plat.

Dated this (____) day of (_____), 20__.

(License number, seal, and signature of surveyor).

c. If the surveyor cannot certify that the monuments are in compliance with the final plat, the discrepancy shall be resolved by filing an amended final plat in accordance with the provisions of VMC [20.320.080\(D\)\(1\)](#).

4. *Post-monument-setting bonds.* In lieu of setting interior monuments prior to final plat recording as provided in VMC [20.320.080\(C\)\(2\)](#), the director of public works may accept a bond in an amount and with surety and conditions satisfactory to him/her, or other secure method as the director of public works may require, providing for and securing to the city the actual setting of the interior monuments as provided in VMC [20.320.080\(C\)\(2\)](#) and to be enforced by the director of public works by appropriate legal and equitable remedies.

D. *Survey standards.* All surveys shall comply with standards set forth by state statutes, drafting standards of this title, and Chapter [332-130](#) WAC, except that linear closures after azimuth adjustment shall be at least a ratio of 1:10,000 for WAC [332-130-090](#). Where conflicts are identified, the most restrictive standard shall prevail.

1. *Elevations of vertical information.* Where required, any elevations or vertical information shall have an accuracy of third-order specifications as published by the U.S. Department of Commerce in a bulletin entitled "Classification, Standards of Accuracy, and General Specifications of Geodetic Control Surveys," and bench marks with the datum used shall be shown on the plat.

E. *Drafting standards.*

1. *Preferred scale proportions.* The preferred scale proportions for preliminary and final plat are ratios as follows:

a. 1:600 or one inch equals 50 feet.

b. 1:1,200 or one inch equals 100 feet and 1:2,400 or one inch equals 200 feet; but in no case shall the proportion exceed 1:2,400.

2. *Final plat drawing requirements.* The final plat shall be drawn with ink upon three-mil mylar film, or equivalent; sheet size as required by recording agency with a one-inch border on each side.

3. *Lettering.* Lettering shall be at least 0.08 inches high, and the perimeter of the final plat shall be depicted with heavier lines (dashed) than the remaining portion of the plat.

4. *Location.* All data necessary for the location in the field of all points within the plat shall be shown. Straight lines shall be designated with bearing and distance; curves shall be designated by arc

length, central angle and radius. All dimensions shall be in feet or meters, and decimals thereof to the nearest 1/100 of a foot, or 5/1,000 of a meter; except that angles shall be in degrees to the nearest second.

L. VMC Table 20.430.030, which was adopted by Ordinance M-3643 and last amended by M-4325, is amended as follows.

1 Refer to Vancouver Central Park Plan District, Chapter [20.640](#) VMC.

2 Refer to Mixed Use standards in VMC [20.430.060](#).

3 A single ground floor caretaker/security/manager residence is allowed if it is an integral part of a mini-storage building.

4 All or part of residential uses must be located above the ground floor of the structure as specified by VMC [20.430.060\(B\)\(2\)](#) with exception of Community Commercial (CC) zoned properties fronting Broadway Street and located within the Uptown Village District of the Vancouver City Center Subarea Plan (refer to VMC [20.430.020\(B\)](#)).

5 Must have a minimum density of 10 dwelling units/net acre.

6 Allowed pursuant to mixed use standards of VMC [20.430.060](#).

7 Residential Care Homes with six or fewer residents and any required on-site staff permitted by right in housing above the ground floor; all larger group home uses are permitted conditionally.

8 Eligible affordable housing projects must (a) demonstrate eligibility for Washington State Housing Finance Commission Low Income Housing Tax Credits by providing at least 40 percent of units affordable to households at 60 percent of Area Median Income or otherwise as demonstrated eligible for credits; (b) include a guarantee that the threshold is maintained for at least 30 years unless specified longer by the finance commission; and (c) be located on properties whose borders are within 1,000 feet of a bus rapid transit or other high capacity transit corridor, or transit corridors with existing weekday peak service frequencies of 35 minutes or less, ~~as indicated in the C-Tran 2018-2033 Transit Development Plan.~~

9 The language for this footnote has been deleted.

10 Subject to the provisions of Chapter [20.860](#) VMC, Home Occupations.

11 Subject to provisions of VMC [20.895.040](#), Community Recreation and Related Facilities.

12 The language for this footnote has been deleted.

13 Family day care homes for no more than 12 children are permitted when licensed by the state. Child care centers (13 or more children) are Limited (L), subject to a Type II procedure in Chapter [20.210](#) VMC. Child care centers can also be approved as part of a Planned Development, Chapter [20.260](#) VMC. In all cases child care centers must meet the standards outlined in Chapter [20.840](#) VMC.

14 In the CN zone, adult day care facilities for six or fewer adults allowed outright in the CN zone, all other facilities are permitted as conditional uses.

15 The language for this footnote has been deleted.

16 The language for this footnote has been deleted.

17 Transportation facilities are permitted except for large or land-intensive facilities such as park-and-ride lots and water taxi and ferry stations.

18 Bed-and-breakfast establishments are allowed as limited uses, subject to the provisions in Chapter [20.830](#) VMC, and all other lodging allowed as conditional uses.

19 Limited uses subject to the development standards in VMC [20.430.040\(D\)](#).

20 Eating and drinking establishments are permitted only in conjunction with another permitted use on site. Exclusively or predominantly drive-through eating and drinking establishments are prohibited.

22 Limited uses subject to the development standards in VMC [20.430.050\(B\)](#).

23 Subject to provisions in Chapter [20.820](#) VMC, Adult Entertainment.

24 Provisions in VMC [20.895.060](#) apply to Indoor Target Shooting Ranges.

25 Pawnshops allowed in CX and CG Districts only. No more than four pawnshop establishments allowed in the CX District.

26 Subject to provisions in Chapter [20.885](#) VMC, Temporary Uses.

27 Sales/rental lots for motor vehicles only are subject to the following criteria: (a) the lot size is approximately 200 feet by 200 feet, or 100 feet by 100 feet if a corner lot, though smaller lots will be considered if shown to meet all other requirements; (b) reviewed and approved by the city transportation manager for on-site circulation, access, and parking plan; (c) located on a primary arterial with average traffic in excess of 10,000 vehicle trips per day; (d) employee/customer parking is provided at a rate of one space plus an additional space per each 5,000 square feet of lot area; (e) there is no vehicle display in setback areas, and all setbacks are landscaped rather than paved.

28 Subject to provisions in VMC [20.895.070](#), Motor Vehicle Fuel Sales and Repair.

29 The language for this footnote has been deleted.

30 Micro-breweries and manufacturing of optical, medical and dental devices, goods, and equipment allowed by conditional use; all others prohibited.

31 Micro-breweries, bakeries, printing, publishing, binding, lithography, repair shops for tools, scientific/professional instruments and motors, and manufacturing of optical, medical and dental devices, goods, and equipment allowed outright; all others prohibited.

32 Micro-breweries allowed by conditional use; all others prohibited.

33 Subject to provisions in VMC [20.895.020](#), Animal Kennel/Shelters.

34 Subject to provisions in VMC [20.895.030](#), Cemeteries.

35 Secure Transition Facilities as per VMC [20.855.020\(B\)\(6\)\(a\)](#) are prohibited.

36 Subject to the provisions in Chapter [20.850](#) VMC, Dog Day Care.

37 Subject to provisions in VMC [20.895.080](#), Private Landing Strips and Heliports. Airpark related uses are permitted in Pearson Airpark and Evergreen Airport only.

38 The language for this footnote has been deleted.

39 Subject to requirements in Chapter [20.890](#) VMC, Wireless Telecommunications Facilities.

40 Subject to limitations in VMC [20.430.050\(A\)](#). Uses defined in VMC [20.160.020\(C\)\(10\)](#).

41Printing, binding, lithography, repair shops for tools, scientific/professional instruments and motors, computer research or assembly, and manufacturing of optical, medical and dental devices, goods and equipment permitted outright; all others prohibited.

42Ground floor residential is allowed within the CX zone with the exception of properties fronting Main Street between Sixth Street and Mill Plain.

43Parking structures are permitted outright.

44Allowed subject to provisions of Riverview Gateway Plan District Standards, Chapter [20.680](#) VMC, and associated Master Plan adopted for the area of proposed development.

45Motor vehicle rental permitted where ancillary to another use.

46Retail uses shall not exceed 50,000 square feet in total floor space unless included in a mixed use building with other uses accounting for at least 20 percent of floor space, and is in full compliance with Riverview Plan District Design Guidelines.

47Neighborhood recycling and/or yard debris collection centers which are exempt from a state solid waste handling permit are permitted; all other waste-related uses prohibited. If a neighborhood recycling and/or yard debris collection center is handling organic materials, they shall not be stored on site for a period longer than seven days.

48See VMC [20.430.040\(E\)](#), Park and Ride Facility Development Standards.

49Subject to Chapter [20.884](#) VMC.

50Subject to requirements and standards within the Miscellaneous Special Use Standards for Self-Service Storage, pursuant to VMC [20.895.100](#).

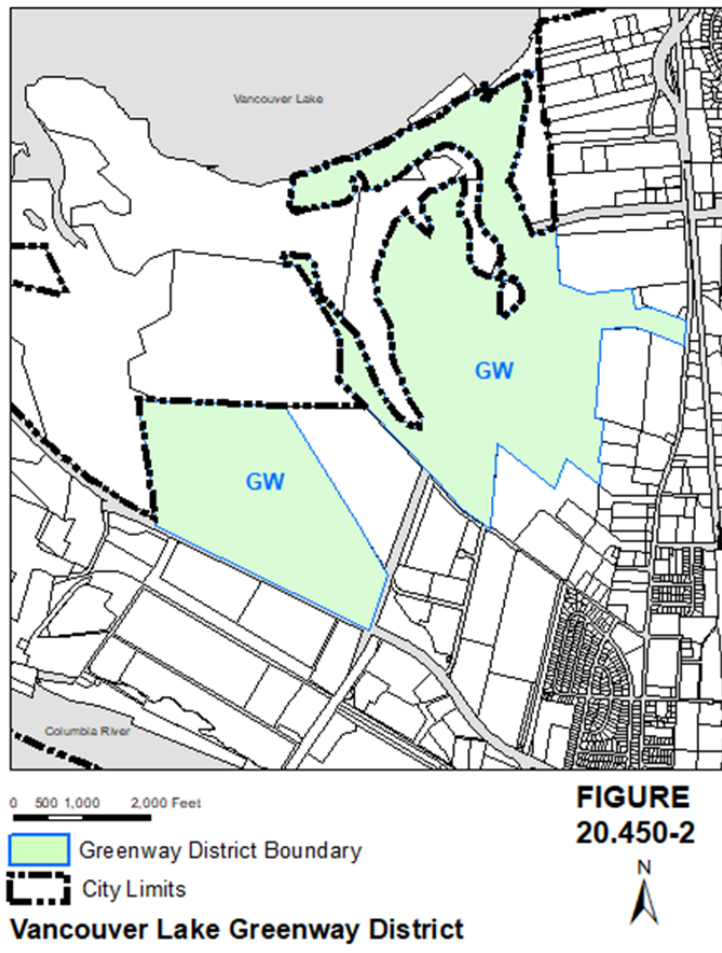
51Allowed subject to the provisions of the Heights District Plan standards, Chapter [20.670](#) VMC.

52Permitted in the HX Plan district where commercial uses are permitted.

53Bulk sales are permitted outright on lots 10 through 15 of the HQ Master Plan (west end of Fishers Quarry area) only. All other areas are conditional.

54Building, heating, plumbing or electrical contractors, exterminators, janitorial and building maintenance contractors where the indoor storage of materials is more than incidental to the office use and photo-finishing laboratories are permitted outright on lots 10 through 15 of the HQ Master Plan (west end of Fishers Quarry area).

M. VMC 20.450.020, which was adopted and last amended by Ordinance M-3643 is amended to replace Figure 20.450-2 with the following:



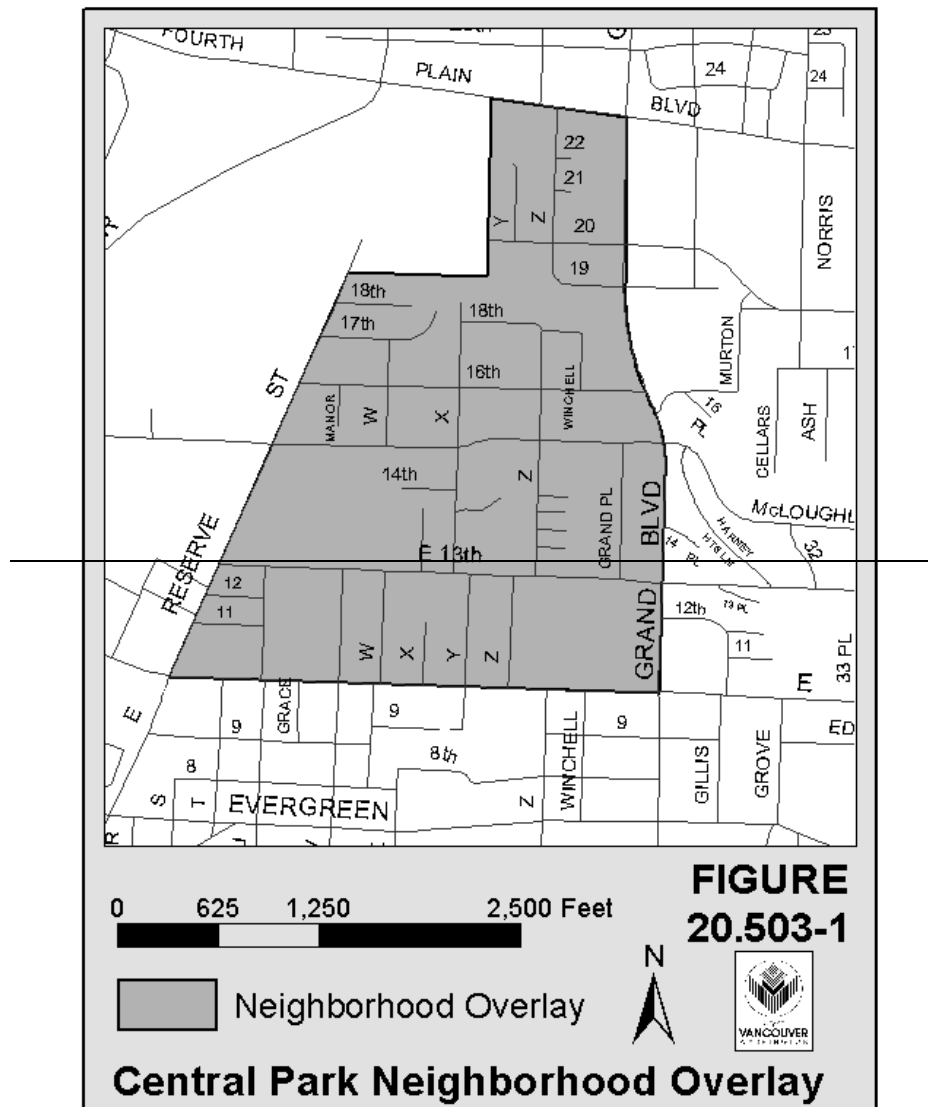
N. VMC 20.503, which was adopted by Ordinance M-3519 and last amended by M-3891, is deleted in its entirety

~~20.503.010 Purpose:~~

~~Purpose. To allow the present mix of uses in the Central Park Neighborhood Overlay District to continue while maintaining the residential character of the neighborhood and the R9 zone.~~

~~20.503.020 Establishment of Boundaries:~~

~~Boundaries. The boundaries of the Central Park Neighborhood Overlay District are as shown in Figure 20.503-1 Central Park Neighborhood Overlay District Boundary map.~~



20.503.030 Provisions:

Provisions. The provisions of this section shall apply only to residentially-zoned properties within the existing boundaries of the Central Park Neighborhood Overlay District, and other legally established uses and shall not affect any pre-existing commercial uses or commercially-zoned properties.

A. Structures used for multi-family and nonresidential uses may be rebuilt, even if they are destroyed by more than 75 percent of the appraised value of the structure(s) as determined by the records of the county assessor for the year preceding destruction when the following conditions are met:

~~1. Building plans for the new structure must be submitted to the city within three years of the date that the structure was destroyed.~~

~~2. Construction must begin within one calendar year after building plans are approved.~~

~~3. The use of the rebuilt structure shall be a similar use to that which was established in the structure being replaced.~~

~~B. Redevelopment/or remodel of residentially-zoned properties shall not exceed the total number of units approved for construction as of the effective date of this ordinance or in existence as of the effective date of this ordinance.~~

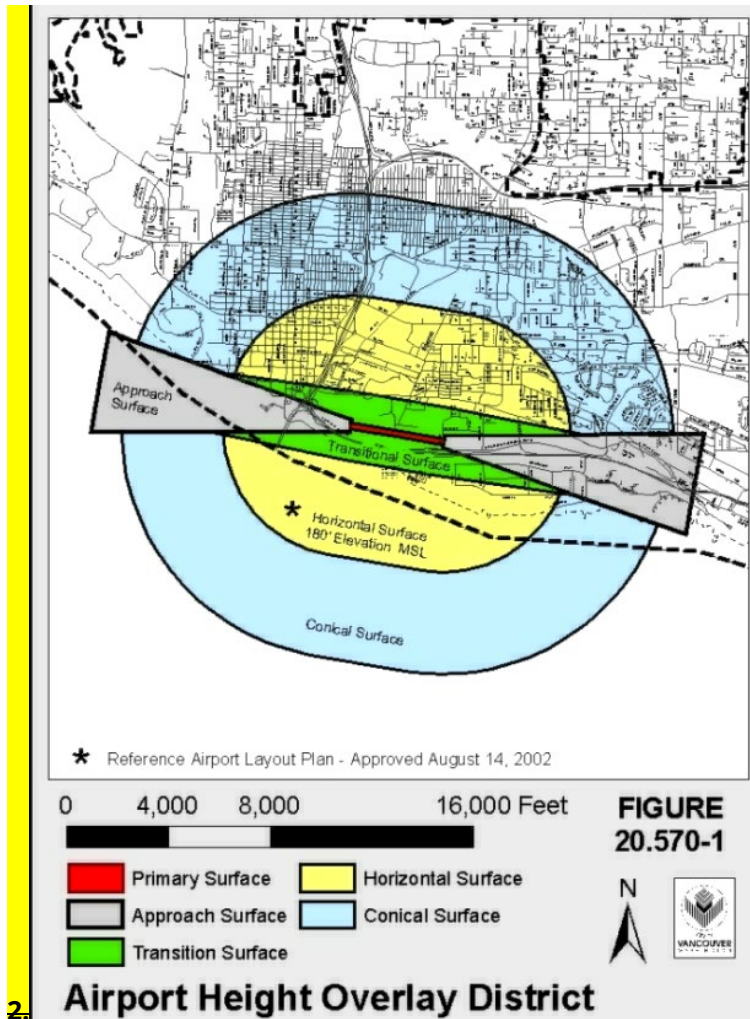
O. VMC 20.520.020, which was adopted by Ordinance M-3643 and last amended by M-3832, is amended as follows

A. Boundaries of Noise District. The boundaries of the Noise Impact Overlay District are as set forth in Figure 20.520-1. Such boundaries delineate that part of the City which is most affected by noise from Portland International Airport, Burlington Northern Railroad, I-5 Freeway and Pearson Airpark, or by the combined effect thereof. Such boundaries are based upon the 1988 65 Ldn Noise Contour shown on the 1983 PIA Noise Abatement Plan and are consistent with the noise impact studies of the Washington State Department of Transportation for the I-5 Corridor. Large-scale maps showing the boundaries of the district shall be maintained in the office of the City's ~~Community and Economic Development Department~~ **Community Development Department**. For lots or parcels located only partially within the district, this Chapter shall apply if all or part of the exact building site is within the district.

P. VMC 20.570.020, which was adopted and last amended by Ordinance M-3832, is amended as follows.

20.570.020 Establishment of Boundaries.

The provisions of the Airport Height Overlay District shall apply to lands identified and illustrated in Figure 20.570-**1**.



Q. VMC 20.670.040.B, which was adopted by Ordinance M-4341 and last amended by M-4341, is amended as follows:

B. MODULATION AND FACADE ARTICULATION.

1. *Ground floor transparency.* Buildings with ground floor commercial uses visible from the public way or public areas such parks and other publicly accessible space shall have a minimum 75 percent ground level facade transparency between two feet and eight feet above sidewalk grade.
2. *Ground floor to floor height.* The ground floor of **commercial** buildings shall have a minimum of 16 feet building floor to floor height.
3. *Modulation.* A minimum building modulation along the facade shall be one foot in depth and the minimum width shall be five feet.

4. *Building entry.* Main entrances shall be easily identifiable through the use of building articulation and modulation. Avoid recessed doorways to provide high visibility from the public way.

R. VMC 20.670.060, which was adopted by Ordinance M-4341, is amended as follows:

20.670.060 Approval Process.

A. New developments and modifications to existing permitted development shall comply with the approval process outlined in Chapter 20.270 VMC, Site Plan Review, and VMC 20.790.530, Planned Action Review.

B. New development and modifications to existing permitted development shall also comply with Design Review approval criteria for the HX District established in subsection D of this section unless exempted. The following activities shall be administratively exempt from design review:

1. Exterior work not visible from the public way or public areas such as parks and other publicly accessible spaces;
2. Placement of permanent signs, unless (a) inconsistent with adopted design guidelines, such as pole signs; or (b) potentially inconsistent with nearby uses;
3. Public art; and
4. Other minor construction such as replacement of doors, windows, awnings, etc., determined by the planning official to be exempt.

C. Site Plan approval criteria. The Site Plan shall be approved, approved with conditions or denied upon finding that:

1. The proposed development implements the Heights District Plan and the requirements of this chapter;
2. The proposed development is consistent with the Heights District Plan vision, goals, and policies, as applicable;
3. The development is consistent with the Heights District Urban Design Guidelines or proposed standards that will achieve at least equal quality site development;
4. All new development is consistent with the conceptual street and open space layout as illustrated in the Heights District Subarea Plan and Urban Design Guidelines.

D. Design Review approval criteria. The planning official shall base all reviews of the design of any proposed construction, remodeling or development according to the following criteria:

1. The requirements, guidelines, and applicable provisions of this title that are applicable to the zoning district where the property is located and including all additional zoning regulations which may apply to the use or to its area by provision for overlay district, or made applicable by any conditional use or variance approval;
2. The Heights Urban Design Guidelines kept on file and available for public inspection at the Community and Economic Development Department Community Development Department;

S. VMC 20.710, which was adopted by Ordinance M-3463 and last amended by M-3701, is amended as follows:

20.710.020 Applicability.

A. *Universal.* Notwithstanding [20.710.020](#)(B) and (C) VMC below, the provisions of this chapter shall apply:

1. When any item of archaeological interest is discovered during the course of a permitted ground-disturbing action or activity ([20.710.090](#) VMC).
2. When the planning official determines that reliable and credible information indicates the probable existence of an archaeological site in a disturbance area for which an application for a permit or approval for a ground-disturbing action or activity has been submitted to the planning official.

B. *General.* The provisions of this chapter shall apply to all applications for ground-disturbing actions or activities for which a permit or approval is required:

1. Where any portion of the disturbance area is within **properties with** Predictive Model Probability Level **high A as shown in Figure 20.710-1.**
2. Where the disturbance area is at least five acres in size and wholly within Predictive Model Probability Levels **moderate-high and moderate B as shown in Figure 20.710-1**

20.710.070 Predetermination Process.

A. Predetermination required. A predetermination is an archaeological study similar to, but of less intensity and lower cost than an archaeological resource survey. Its purpose is to determine whether the existence of an archaeological site within a disturbance area is probable. A predetermination is required as follows:

1. For any nonexempt ground-disturbing action or activity for which a permit or approval is required where any portion of the disturbance area is at least partially within Predictive Model Probability Level **A high.**
2. For any nonexempt ground-disturbing action or activity for which a permit or approval is required and where the disturbance area is at least five acres in size and wholly within Predictive Model Probability Levels **B moderate-high and moderate.**

T. VMC 20.770.050, which was adopted by Ordinance 3643, amended by 3840, & 4179

A. Requirement established. A tree, vegetation, and soil plan that is in accordance with this chapter is required to obtain a tree removal permit based on activity or project referred to in Table 20.770.050-1.

B. Tree, Vegetation, and Soil plan requirements. The basic components of a tree, vegetation, and soil plan are a site plan with existing vegetation and proposed site activity, indication of the trees to be retained and removed based on the activity, location of trees for mitigation if required, and a description of protection during construction of trees, native vegetation, and healthy soils to be preserved. The scale of the project and the size and quantity of trees proposed for removal, preservation, and planting will determine which level of tree, vegetation, and soil plan is required. Table 20.770.050-1 lists activities or projects and the level of tree, vegetation, and soil plan typically required.

C. Application and fee. The application for a tree removal permit and/or tree, vegetation, and soil plan review shall be made on a form provided by the City, and shall be submitted at the same time as the tree, vegetation, and soil plan. The applicant shall pay a permit fee to the ~~Community and Economic Development Department~~ Community Development Department.

D. Submittal of a tree plan. The application for a tree, vegetation, and soil plan and/or a tree removal permit shall be submitted with associated development permit applications, if applicable.

U. VMC 20.790.830, which was adopted by Ordinance M-3463 and last amended by M-3922, is amended as follows:

A. *Exceptions.* If a proposal fits within any of the exemption provisions in this part, the proposal shall be categorically exempt from threshold determination requirements, except as follows:

1. The proposal is not exempt under [197-11-908](#) WAC and Section ~~20.790.850~~ 20.790.740 VMC, critical areas.
2. The proposal is a segment of a proposal that includes:

- a. A series of actions, physically or functionally related to each other, some of which are categorically exempt and some of which are not; or
 - b. A series of exempt actions that are physically or functionally related to each other and that together may have a probable significant, adverse environmental impact in the judgment of the agency with jurisdiction. If so, that agency shall be the lead agency, unless the agencies with jurisdiction agree that another agency should be the lead agency. Agencies may petition Ecology to resolve disputes, as governed by [197-11-946](#) WAC. For such proposals, the agency or applicant may proceed with the exempt aspects of the proposals, prior to conducting environmental review, if the requirements of [197-11-070](#) WAC are met.
- B. *Documentation of categorically-exempt proposals.* An agency is not required to document that a proposal is categorically exempt. Agencies may note on an application that a proposal is categorically exempt or place such a determination in agency files. (Ord. M-3922 § 37, 07/06/2009; Ord. M-3643, 01/26/2004)

V. VMC 20.860.020, which was adopted by Ordinance M-3643 and last amended by M-4034, is amended as follows:

- A. *Applicability.* Home occupations shall be a limited use in all zoning districts within legally established residential homes. Such uses shall be subject to a Type I review, pursuant to Section [20.210.040](#) VMC, subject to the development standards in subsection B below.
- B. *Development requirements.* Failure to comply with any or all of the following development standards will result in revocation of the home occupation permit.
1. *Employees.* Two nonresident employees are permitted for home occupation activities located in all zoning districts, provided that legal off-street parking is available for the second nonresident employee. The primary person or persons providing the business or service must reside within the dwelling on the premises.
 2. *Incidental Sales.* The sale of consumer goods shall be prohibited except when the product to be sold is clearly incidental and secondary to the services authorized by such home occupation.
 3. *Off-site impacts.* No home occupation shall generate measurable levels at the property line of dust, smoke, odor or glare as defined in VMC [20.935](#) Off-Site Impacts, or noise in excess of the state standards outlined in WAC [173-06-050](#) as specified in VMC [20.935.030.A](#)

(Environmental Noise). The home occupation activity shall not generate solid waste in volume or type which is not normally associated with residential use unless specifically permitted.

4. *Disturbing Influences.* The home occupation use shall not create electronic interference, including but not limited to; interference with radio, satellite reception, telephone or television reception.

5. *Exterior modification.* To preserve the residential appearance of the structure, there shall be no evidence of the home occupation from the exterior of the structure, except one door nameplate or freestanding sign not to exceed 2 square feet is permitted. Freestanding signage shall be located within 10 feet of the residence and positioned facing the street parallel to the front of the residence.

6. *Limitations on customers and visitors.* The combined total number of customers and business visitors associated with the home occupation shall be limited to no more than an average of six per day per week (Monday-Sunday).

7. *Location of use.* All uses or activities associated with home occupations shall be wholly carried on within a dwelling or accessory structure by a member or members of a family except as allowed in [20.860.020](#)(B)(1). Such activity shall be secondary to the use of the dwelling for living purposes. Not more than 25% of the combined floor space of such dwelling and accessory structure or 1,000 square feet, whichever is less may be used for the home occupation.

8. *Outdoor storage.* No outdoor storage associated with home occupation shall be permitted.

9. *Vehicles.* Vehicles related to the home occupation shall be restricted to standard noncommercial cars, trucks, and vans.

10. *Exemptions.*

a. Garage Sales as per [20.885.020](#)(E) are exempt from obtaining a home occupation permit.

b. Child Care Homes licensed by the state for the care of 12 or fewer children are exempt from obtaining a home occupation permit. City business license requirements apply. No signs allowed.

c. Adult Care Homes licensed by the state for the care of **6 8** or fewer persons. No signs allowed.

d. Home occupations that occupy less than 25% of a residence (up to 1,000 sq. ft. of combined space), have no customer visits, and no-onsite retail sales are exempt from obtaining a home occupation permit. The home occupation development standards of this section and the City business license requirements apply.

11. Examples of permitted uses include but are not limited to the following:

- a. Artists, illustrators, writers, photographers (no photo processing), editors, drafters, publishers;
- b. Professional office for consultants and other similar activities;
- c. Bookkeeping, law office, and architect;
- d. Distribution of products assembled at home for off-premise sales (such as garden produce or crafts);
- e. Janitorial services (office);
- f. Mail order business or sales representative;
- g. Interior decorator;
- h. Manufacturer's representative.
- i. Light furniture making and woodworking that does not result in the use or storage of amounts of hazardous, flammable, or combustible materials above the allowed exempt quantities as detailed in the building and fire codes adopted by Title [16](#) and Title [17](#) VMC.
- j. Cottage food operations, as defined by [69.07](#) RCW.
- l. Medical, disabled or elderly transportation service, provided only one vehicle associated with the home business is permitted.

12. Examples of prohibited uses include, but are not limited to, the following:

- a. Auto repair;
- b. Welding shops;
- c. Large appliance/electronics or equipment repair or service;
- d. Truck hauling and/or tow storage yard;

- e. Vehicle sales;
- f. Cabinet making;
- g. Manufacturing and/or related storage;
- h. Kennel or stable;
- i. Wholesale or retail sales;
- j. Restaurants/drinking establishments;
- k. Metal plating;
- l. Any use generating, storing or utilizing hazardous waste.
- m. Commercial limousine service.

13. *Hours of Operation.* Normal hours of operation shall be 7:00 a.m. to 8:00 p.m. with after hours activity permitted if wholly indoors and fully compliant with the off-site impact standards of Section [20.935.030](#) VMC and Table 20.935.030-1 VMC regarding maximum permissible noise levels.

W. VMC 20.885, which was adopted by Ordinance M-3643 and last amended by M-3922, is amended as follows:

20.885.010 Purpose.

A. *General.* The purpose of this Chapter is to provide an administrative approval process whereby the city may permit uses to locate with the city on an interim basis on private property without requiring full compliance with the development standards for the applicable zoning district, or by which the city may allow seasonal or transient uses not otherwise permitted.
~~establish standards for the approval of three types of temporary use:~~

- ~~1. Use that is seasonal or directed toward a special event;~~
- ~~2. Use which is occasioned by an unforeseen event; and~~
- ~~3. Sales offices and model homes in conjunction with the sale of homes.~~

B. *Respect for base zoning districts.* It is not the intent of this Chapter to provide a means to circumvent the strict application of the permitted uses in the base zoning districts. Time limits are to be strictly enforced.

C. *Location.* C. Location. All temporary uses addressed in this section shall be located on private property, not in outside of the public right-of-way. (Ord. M-3643, 01/26/2004)

~~It is the purpose of this chapter is to provide an administrative approval process whereby the city may permit uses to locate with the city on an interim basis on private property without requiring full compliance with the development standards for the applicable zoning district, or by which the city may allow seasonal or transient uses not otherwise permitted.~~

20.885.020 Types of Temporary Uses.

A. *Seasonal or special events.* This type of temporary use includes seasonal or special events which involve the placement of tents, canopies, membrane structures or storage containers.~~Examples of this type of temporary use include:~~

- ~~1. Use associated with the celebration of a specific holiday such as the sale of Christmas trees. Fireworks stands require a permit from the Fire Marshall, but do not require temporary use approval pursuant to this chapter.~~
- ~~2. Use associated with the sale of fresh fruits, produce and flowers;~~
- ~~3. Use associated with festivals, grand openings or celebrations;~~
- ~~4. Seasonal activities such as the sale of food at sports events or activities;~~
- ~~5. Use associated with construction such as the storage of equipment during the construction of roads or development, but not a temporary sales office or model home as provided in subsection C below; and~~
- ~~6. Temporary fund raising and other civic activities in commercial zoning districts.~~

B. *Unforeseen/emergency situations.* This type of temporary use is one for which there is a need because of an unforeseen event such as fire, windstorm or flood or other event deemed by the Planning Official to be an emergency situation.~~The uses listed are allowed only with approval from the planning official. Examples of this type of temporary use include:~~

1. A mobile home, recreational vehicle or other temporary structure for a residential purpose in a residential zone;

2. A mobile office or other temporary structure for a business purpose in a commercial or industrial zone; and

3. Use of an existing legally established dwelling during the construction period of a new residence on the same lot.

C. ~~Temporary sales office/model home.~~ This type of use includes a temporary sales office or offices either in a housing unit or in another temporary building for the purpose of facilitating the sale of real property in any subdivision or planned development within this city. Related to this is the use of one unit in a subdivision or planned development as "model home" for purposes of showing prospective buyers.

D.C. *Temporary use in commercial and industrial zones.* This type of temporary use includes a temporary trailer or prefabricated building for use on any real within commercial or industrial zoned property within the city as a temporary commercial or industrial office or space associated with the primary use on the property.

E. ~~Exemption.~~ The regulations in this chapter shall not apply to garage sales conducted in private homes subject to the following criteria:

1. Sales last no longer than 3 days; and

2. Sales are held no more than twice in a calendar year; and

3. Sales are conducted on the owner's property. Multiple family sales are permitted if they are held on the property of one of the participants.

4. Signs shall be subject to VMC [20.960](#) Signs and must be removed within 24 hours upon completion of the sale. (Ord. M-3701 § 27, 05/02/2005; Ord. M-3643, 01/26/2004)

D. The Planning Official may authorize a temporary use permit for a use not specifically listed above.

E. Exemptions. The following activities are exempt from the requirements of this chapter, but shall comply with other substantive requirements of this chapter, unless specifically noted otherwise:

1. Garage sale and yard sale lasting no longer than 2 days;

2. Christmas tree lots;
3. Temporary sales office or model home either in a housing unit or in another temporary building for the purpose of facilitating the sale of homes to prospective buyers in any subdivision or planned development within this city under a permit issued by the building department;
4. Storage of equipment during the construction of roads or development or job trailer associated with an active land use and or building permit

20.885.030 Approval Process.

- A. Procedure type. Approval of various temporary uses shall be processed as follows:
1. Seasonal or special event by means of a Type I procedure, as governed by Section 20.210.040 VMC, using approval criteria in Section 20.885.050(A) VMC;
 2. Unforeseen/emergency situations by means of a Type I procedure, as governed by Section 20.210.040 VMC, using approval criteria in Section 20.885.050(B) VMC;
 3. Temporary sales office/model home by means of a Type I procedure, as governed by Section 20.210.040 VMC, using approval criteria in Section 20.885.050(C) VMC; and
 4. Temporary building in commercial and industrial zones by means of a Type I procedure, as governed by Section 20.210.040 VMC, using approval criteria in Section 20.885.050(D) VMC.
- Decision-making process. Temporary Uses shall be reviewed by means of a Type I procedure unless waived by the Planning Official.

B. *Effective period.* An approval for a temporary use by the Planning Official shall be effective for a period of not more than one year unless otherwise stipulated by the approval or renewed pursuant to Section [20.885.030\(D\)](#) Renewal of approval.

C. *Lapsing of approval.* An approval for the temporary use by the Planning Official shall lapse if:

1. Substantial construction of the approved plan or onset of the approved activity has not begun within the approval period; or

2. Construction or activity on the site is a departure from the approved plan; or
3. The temporary use does not comply with approval criteria in [20.885.050](#).

D. *Renewal of approval.*

1. *General.* ~~With the exception of Subsection 2 below, a~~ A temporary use approval may be renewed no more than twice by the Planning Official for a period not to exceed one year each. The request for an extension shall be processed by means of a Type I procedure, as governed by VMC [20.210.040](#).

~~2. *Renewal of temporary residential sales office/model homes.* A permit for temporary sales offices and model homes may be renewed on an annual basis by means of a Type I procedure. (Ord. M-3959 § 39, 07/19/2010; Ord. M-3922, § 39, 07/06/2009; Ord. M-3643, 01/26/2004)~~

20.885.040 Submission Requirements.

A. *General submission requirements.* The applicant for a temporary use shall submit the following information:

1. Application form (including property owner's signature) provided by the Planning Official for a Type I procedure.
2. Site plan drawn to scale that illustrates the proposed temporary use in relationship to other improvements on the site and showing how such use is in compliance with applicable development standards (setbacks, lot coverage, etc.).
3. Narrative that provides the information necessary to determine compliance with the relevant approval criteria contained in VMC [20.885.050](#) below.

B. *Emergency situations.* The Planning Official may waive any of the requirements in this Chapter for cases that involve destruction of an existing structure due to fire, natural causes or other circumstances that are beyond the control of the applicant. An emergency as allowed by this subsection shall not include failure by the applicant to submit a temporary use request as provided in this Chapter. (Ord. M-3643, 01/26/2004)

20.885.050 Approval Criteria.

A. ~~Seasonal and special events.~~ The planning official shall approve, ~~or approve with conditions or~~ deny a request for temporary use permit approval of a seasonal or special events use subject to compliance if the application satisfies with all of the following criteria:

- ~~1. The event occurs for no longer than 30 days in a calendar year on the approved event site;~~
- ~~2. The event is permitted in the underlying zoning district or within the approved event site;~~
- ~~3. The applicant has proof of the property owner's permission to place the event on his/her property;~~
- ~~4. There will be no parking utilized by the customers and employees of the temporary event which is needed by the property owner to meet his/her minimum parking requirements, as governed by VMC 20.945.070, Parking and Loading;~~
- ~~5. The event will not interfere with adequate vision clearance, as governed by Chapter 20.985 VMC, Vision Clearance, and shall not obstruct pedestrian access on public rights-of-way;~~
- ~~6. Conditions as may be required by building official and/or fire marshal to determine compliance with minimum building, fire and life safety codes; and~~
- ~~7. Adequate provisions for trash disposal and sanitary facilities shall be provided.~~

B. ~~Unforeseen/emergency situations.~~ The planning official shall approve, approve with conditions or deny a request for approval of an unforeseen/emergency situation(s) subject to compliance with of all of the following criteria:

- ~~1. The need for the use is the direct result of a casualty loss such as fire, windstorm, flood or other severe damage by the elements of a pre-existing structure or facility previously occupied by the applicant on the premises for which the permit is sought;~~
- ~~2. There exists adequate and safe vehicular ingress and egress when combined with the other uses of the property, as required by Chapter 20.985 VMC, Vision Clearance;~~
- ~~3. There exists adequate parking for the temporary use as required by VMC 20.945.070, Off-Street Parking;~~
- ~~4. The use will pose no hazard to pedestrians in the area of the use;~~

5. The use will not create adverse off-site impacts including noise, odors, vibrations, glare or lights which will affect adjoining use, as governed by Chapter [20.935 VMC, Off-Site Impacts](#);

6. The use can be adequately served by sewer or septic system and water, if applicable; and

7. The length of time that the temporary building will be used is the maximum needed to address the hardship but no longer than one year. With the exception that a temporary use approval may be renewed once by the planning official for a period not to exceed one year as per VMC [20.885.030\(D\)](#), Renewal of approval.

C. ~~Temporary sales office or model home.~~ The planning official may approve, approve with conditions or deny the use of any real property within the city as a temporary sales office, offices for the purpose of facilitating the sale of real property, or model home in any subdivision or planned development within this city, but for no other purpose provided that the applicant demonstrates compliance with the following criteria:

1. ~~Temporary sales office.~~

a. ~~The temporary sales office shall be located within the boundaries of the subdivision or planned development in which the real property is to be sold; and~~

b. ~~The property to be used for a temporary sales office shall not be permanently improved for that purpose.~~

2. ~~Model house.~~

a. ~~The model house shall be located within the boundaries of the subdivision or planned development where the real property to be sold is situated;~~

b. ~~The property to be used for a model house shall be a permanently designed dwelling structure; and~~

c. ~~Applicant must sign a Memorandum Of Understanding to be prepared by the planning official stating the model home will have approved access and can be adequately served by public water and sewer on the parent parcel. Only one model home per parent parcel is allowed.~~

D. ~~Temporary building in a commercial or industrial zone.~~ The planning official may approve, approve with conditions or deny a temporary trailer or prefabricated building for use on any

real commercial or industrial property within the city as a temporary commercial or industrial office or space associated with the primary use on the property, but for no other purpose, providing that the applicant demonstrates compliance with the following criteria:

1. The temporary structure shall be located within the boundaries of the parcel of land on which it is located;
2. The property to be used for a temporary structure shall already be developed;
3. There exists adequate and safe ingress and egress when combined with the other uses of the property, as required by Chapter [20.985](#) VMC, Vision Clearance;
4. There exists adequate parking for the customers or users of the temporary use as required by Chapter [20.945](#) VMC, Off-Street Parking;
5. The use will pose no hazard to pedestrians in the area of the use;
6. The use will not create adverse off-site impacts including noise, odors, vibrations, glare or lights which will affect the adjoining uses as governed by Chapter [20.935](#) VMC, Off-Site Impacts;
7. The use can adequately be served by sewer or septic system and water, if applicable; and
8. The length of time that the temporary building will be used is the maximum needed to address the hardship but no longer than one year. With the exception that a temporary use approval may be renewed once by the Planning Official for a period not to exceed one year as per VMC [20.885.030\(D\)](#), Renewal of approval. (Ord. M-3922 § 40, 07/06/2009; Ord. M-3701 § 28, 05/02/2005; Ord. M-3643, 01/26/2004)

1. The temporary use will not be materially detrimental to the public health, safety or welfare, nor injurious to property or improvements in the immediate vicinity;

1. The use is permitted in the underlying zoning district or within the approved event site;

2. The applicant has proof of the property owner's permission to place the temporary use on the property;

3. There will be no parking utilized by the customers and employees of the temporary use which is needed by the property owner to meet the minimum parking requirements, as governed by VMC 20.945.070, Parking and Loading;
4. The temporary use will not interfere with adequate vision clearance, as governed by Chapter 20.985 VMC, Vision Clearance, and shall not obstruct pedestrian access on public rights-of-way;
5. Conditions may be required by building official and/or fire marshal to determine compliance with minimum building, fire and life safety codes; and
6. Adequate provisions for trash disposal and sanitary facilities shall be provided.
7. The use will not create adverse off-site impacts including noise, odors, vibrations, glare or lights which will affect the adjoining uses as governed by Chapter 20.935 VMC, Off-Site Impacts;
8. The use can adequately be served by sewer or septic system and water, if applicable.
9. For seasonal and special events, the event occurs for no longer than 30 days in a calendar year on the approved event site;

X. VMC 890.070, adopted by Ordinance M-3643 and last amended by M-4147, is amended as follows.

20.890.070 General Application Requirements and Conditions of Permit Issuance.

A. Pre-application conference. Pre-application conferences are required for all proposed wireless facilities except for collocated antennae proposed on existing support structures, pursuant to Chapter 20.210.080 VMC.

B. Pre-application conference application requirements. In addition to the requirements of Chapter 20.210.080 VMC and the pre-application form provided by the ~~Community and Economic Development Department~~ Community Development Department, the applicant shall submit a graphic representation of the search ring for wireless communication services proposed, and a narrative describing how the proposal complies with the Development Standards of 20.890.040 VMC.

C. Permit application requirements. In addition to the requirements of Chapter 20.210 VMC the applicant shall, unless otherwise waived by the Planning Official or designate for good cause shown, provide the following:

1. Siting/collocation arrangements. A copy of the applicant's Collocation Evaluation Study, as required by 20.890.040(R) VMC or a valid agreement for collocation of the wireless communication facility on an existing building or support structure of another wireless services provider.
2. Visual impact simulation. A graphic simulation of the proposed facility from not less than three perspectives, one of which shall be from ground level from any abutting residential property or the nearest public right-of-way.
3. Available sites map. A map showing the service area of the proposed facility and a written explanation of the need for that facility, relative to existing facilities available within the search ring.
4. A report from a qualified licensed engineer documenting:
 - a. The anticipated capacity of the support structure, including the number and types of antennas which can be accommodated; at a minimum, the structure must be designed to accommodate at least two wireless antenna installations.
 - b. A projection of the wireless communication facilities within the coverage area of the facility proposed, that can be reasonably anticipated to be sited during the next five years.
 - c. A summary of findings that support the need for the facility at the location proposed.
 - d. The facility complies with all applicable standards of the FAA and FCC, including RF energy standard.

D. Permit issuance. Prior to the issuance of a building permit, the applicant shall provide the following:

1. A copy of the applicant's license issued by the FCC.
2. A copy of the findings from the FAA's Aeronautical Study Determination regarding the proposed support structure.

3. In the case of a leased site:

- a. The applicant shall demonstrate that the lease agreement does not preclude the site owner from entering into leases of the site with other providers; and
- b. Completion of a land division, in accordance with the provisions of Chapter 20.300 VMC, governing land divisions and binding site plans and the state subdivision law, RCW 58.17. (Ord. M-4147 § 4, 12/07/2015; Ord. M-3643, 01/26/2004)

Y. VMC 20.915.070 adopted by Ordinance M-3643, last amended by M-4340, is amended as follows

20.915.070 Calculation of Impact Fee.

- A. For residential and nonresidential development. The impact fee for a nonresidential development shall be computed by applying the traffic impact fee formula set out in VMC 20.915.040. The impact fee for a residential development shall be computed by applying the traffic impact fee, park impact fee and school impact fee formulae set out in VMC 20.915.050 and 20.915.060, combining the results; provided, that the school impact fee component shall not apply to housing which by restrictive covenant is exclusively for persons 62 years of age or older.
- B. For mixed uses. If the development for which approval is sought contains a mix of uses, the impact fee must be separately calculated for each type of use.
- C. Criteria to reduce or eliminate impact fees. An administrative appeal may be considered by the director of ~~community and economic development~~ community development to reduce or eliminate impact fees by submittal of an application prior to the payment of fees. Appeals shall be reserved for unusual circumstances which make the standard impact fee as applied to the development unreasonable. Upon receipt of an application for any such appeal, the city shall distribute a written notice of appeal and a copy of the supporting studies and data required below to the office,

department, or school district responsible for the applicable capital facilities for which the impact fee is imposed. The appeal must be supported by reasonable studies and data provided by the applicant showing that:

1. The formulae or method contained in VMC 20.915.040, 20.915.050 or 20.915.060 to calculate the fees do not accurately reflect the cost of system improvements that are reasonably related to the service demands and needs of a particular development; or
2. Such facility improvements will not reasonably benefit the proposed development.
3. The current development proposal implements a concomitant rezone agreement, development agreement or other development approval pursuant to which public facilities identified in the capital facilities plan were dedicated or constructed, and which are of benefit to the community at large and which fall within the definition of system improvements. The appellant shall have the burden of producing and presenting studies and data that clearly show the basis and substantiation of the appeal upon submittal. Appeals shall be reviewed by means of a Type I procedure, pursuant to VMC 20.210.020. Impact fees may be paid under protest in order to obtain a permit or approval of development activity. (Ord. M-4340 § 3, 2021; Ord. M-4172 § 1, 2016; Ord. M-4107 § 5, 2014; Ord. M-3643, 2004)

Z. VMC 20.920.060.H, adopted by Ordinance M-3643 and last amended by M-3959, is amended as follows:

H. Expedited Development Review Process. An applicant may request an expedited review process for infill projects. An expedited infill project shall be contingent upon city staffing and other resource availability. Community and Economic Development Community Development Department will endeavor to complete review of an infill project within a 60-day time period from Fully Complete (FC) to issuance of the land use decision for projects that do not require a hearing; and 80 days for projects that require a hearing.

AA. VMC 20.920.060.I, adopted by Ordinance M-3643 and last amended by M-3959, is amended as follows:

I. *Infill Development Transportation Standards.* Street standards may be reduced as part of an infill development. See Section ~~11.96~~ 11.80.060 of the Vancouver Municipal Code.

BB.VMC 20.927.040, adopted and last amended by Ordinance M 3778, is amended as follows:

20.927.040 Narrow Lot Development Standards.

A. *Implementation of Performance Standards.* Various design options may be proposed to address the approval criteria of Section 20.927.030 A-C. For example, the use of alleys, narrow driveways, or shared driveways – either separately or in combination – are considered to be effective solutions to many identified conflicts. In addressing the above criteria, the following development standards shall apply:

1. *On-site and off-site improvements plan required.* A development plan that demonstrates that utilities, driveways, street trees, etc., have been located and designed to minimize conflicts with one another shall be submitted with the preliminary land division application and incorporated into the civil engineering plan set. Such plan shall, at a minimum, show all of the following features:
 - a. Proposed location and width of streets, sidewalks, and landscape strips;
 - b. Proposed location, species, and size of required street trees;
 - c. Proposed guest parking spaces as required by VMC 20.927.030(B) and 20.927.040(A)(2);
 - d. Proposed location of other infrastructure including light poles, fire hydrants, and community mailboxes (may be reserved areas) and existing overhead lines;
 - e. Proposed location and width of driveways (narrow lots only);
 - f. Proposed location of public water line, water meter, and sewer line to serve each narrow lot;
 - g. Proposed location and dimensions of areas reserved on each narrow lot for private utilities (phone, cable, gas, electric, etc.) and roof infiltration systems;
2. Standards for guest parking in common areas.
 - a. Common areas reserved for guest parking shall have no more than five (5) parking stalls in each area unless applicant demonstrates required parking cannot otherwise be provided.
 - b. Common guest parking areas shall be improved to City parking lot standards including a permanent surface, striping, curbing, 3' tall screening, and treatment of storm water runoff. Use of pervious paving is encouraged.
 - c. Such spaces may be designed to allow for backing movements directly into local access or loop streets only.
 - d. Common parking areas shall be maintained by a homeowners' association according to a maintenance agreement to be recorded with the plat.
3. Standards for solid waste and recycling access and collection.
 - a. An access plan for solid waste and recycling collection service to all lots in the development shall be submitted with the land division application.
 - b. The access and collection plan shall show a designated collection point for each lot or solid waste enclosure areas and the ability of collection vehicles to maneuver safely to all points of collection, ~~based on a 35' long by 10' wide vehicle.~~
 - c. All circulation and turnaround designs must meet the requirements of VMC 11.80.070 and the Transportation Standard Details and be feasible using City-provided solid waste truck turning modelling templates and truck specifications. Collection vehicles shall be able to circulate the development and service receptacles with minimal backing required.
 - d. Where collection is not feasible on each lot, a designated common collection point to serve up to four lots, located no further than 150 feet from any lot it serves shall be provided. Common collection points shall be shown on the solid waste and recycling plan, and sized to accommodate the carts and bins associated with the city's garbage, yard debris and recycling collection system. System specifics may be obtained from the City's Solid Waste Services department.

e. Collection vehicle turnaround must be provided in cases where more than 4 lots are sharing a grouped set-out or if the distance from the grouped set-out to a lot is greater than 150'.

f. Designated collection points shall be located adjacent to alleys or streets but shall not obstruct sidewalks, bike lanes, or vision clearance triangles.

g. Collection points shall be illustrated on plans and show footprints of all intended carts using dimensions from City- provided solid waste receptacle standards.

h. Each lot must have storage space outside of the right-of-way for carts when not set out for collection day.

3. *Standards for alleys and lots with alley access.* Lots with access from side or rear alleys are highly effective in addressing conflicts at the front street. Where provided, alleys and lots served by alleys shall meet the following standards:

a. Alleys shall consist of 16' paved width within a 20' public right-of-way or private easement, and shall be constructed in accordance with approved City standards. Width of alleys designated as fire apparatus access lanes shall be as approved by the Fire Marshal.

b. All lots adjacent to an alley, existing or proposed, shall provide access to the garage or parking space from the alley, not the adjacent street. Residences with access from alleys shall be oriented to face the public or private street, not the alley.

c. Alleys shall connect with a public or private street at both ends, unless otherwise approved by the Transportation Manager.

d. Maintenance of private alleys shall be the responsibility of the homeowner's association, and a maintenance agreement shall be recorded with the plat.

e. Subdivisions which provide access from alleys to at least 50% of lots shall be eligible for modifications to certain development standards, as specified in VMC [20.927.050](#).

4. *Shared driveways.* Where provided for narrow lots, shared driveways shall meet the following requirements:

a. Shared driveways serving two adjacent lots shall be no wider than 30', measured at the driveway throat, unless the applicant demonstrates on the development plan that a wider driveway will not result in conflicts.

b. Shared driveways which provide access to more than two lots shall be no wider than 18', measured at the driveway throat, and shall be within a 20' minimum wide easement.

c. Only one curbcut is permitted per shared driveway.

d. Shared driveways shall be constructed in accordance with approved shared driveway standards.

e. Garages accessed from shared driveways shall be either single car-width and located no closer to the street than the front wall (not porch) of the residence or, if wider than a single car garage, set back at least 5' from the front wall (not porch) of the residence.

5. *Narrow driveways.* Where provided for a narrow lot, narrow driveways shall meet the following requirements:

a. Narrow driveways shall be no wider than 10' measured at the driveway throat, unless the applicant demonstrates on the development plan that a wider driveway will not result in conflicts.

b. Where possible, narrow driveways on adjoining lots shall be grouped in close proximity to create space along the frontage for parking, trees, utilities, etc.

c. Narrow driveways shall be constructed in accordance with adopted narrow driveway standards.

d. Garages accessed from narrow driveways shall be either single car-width and located no closer to the street than the front wall (not porch) of the residence or, if wider than a single car garage, set back at least 5' from the front wall (not porch) of the residence.

CC.VMC 20.950.030, adopted and last amended by Ordinance M-437, is amended to add new subsection H as follows:

H. Solid Waste and Recycling Access and Collection.

1. An access plan for solid waste and recycling collection service to all dwellings in the development shall be submitted with the application.
2. The access and collection plan shall show either a designated collection point for each lot or a common solid waste storage area for use by all lots and the ability of collection vehicles to maneuver safely to all points of collection. All circulation and turnaround designs must meet the requirements of VMC 11.80.070 and the Transportation Standard Details and be feasible using City provided solid waste truck turning modelling templates and truck specifications. Collection vehicles shall be able to circulate the development and service receptacles with minimal backing required.
3. Collection points and common solid waste storage areas shall be accessible to collection vehicles without requiring backing out of a driveway onto a public street. If only a single access is available to the storage area, adequate turning radius shall be provided to allow collection vehicles to safely exit the site in a forward motion.
4. Where collection is not feasible on each lot, one or more designated common solid waste storage areas, located no further than 150 feet from any dwelling it serves, shall be provided.
 - a. Common outdoor solid waste storage areas must have a smaller gate, door or open walkway entrance for residents in addition to and separate from the service gate(s).
 - b. The dimensions of the common solid waste storage area shall accommodate receptacles consistent with current methods of local collection and allow for pedestrian (driver and residents) access between receptacles. Plans shall show footprints of all intended receptacles using dimensions from City provided solid waste receptacle standards.
 - c. Outdoor common solid waste storage areas shall be enclosed by a screen comprised of a sight-obscuring wall, fence and/or vegetation. Service gate(s) shall allow access to haulers; it shall be capable of being secured in fully closed and open positions.
 - d. Solid waste storage receptacles shall be clearly labeled to indicate the type of materials accepted.
 - e. Common outdoor solid waste storage areas shall not be located in a side or rear yard setback that abuts property that is not within the same development; i.e., impacts of the location on neighboring properties is an important consideration. Every effort should be made to locate outdoor garbage and recycling areas so as to minimize their impacts on existing neighboring residential properties.
6. Designated collection points shall be located adjacent to alleys or streets but shall not obstruct sidewalks, bike lanes, or vision clearance triangles.
7. Maintenance of any private streets or alleys used for solid waste collection service shall be the responsibility of the property owners, and a maintenance agreement shall be recorded with the plat.
8. Each lot must have adequate storage space for carts when not set out for collection day. If lots do not have garages, driveways, or other suitable features for storing carts, individual or shared enclosure areas must be provided and shown on plans. Receptacles and common storage areas must be screened from view and not located in the right of way or adjacent to existing neighboring properties.

DD. VMC 20.970, adopted by Ordinance M-3643 and last amended by Ordinance M-4147, is amended as follows

20.970.010 Purpose.

Purpose. It is the intent and purpose of these provisions to implement the recycling and waste management policies of the City and to support the goals, priorities, and strategies of the Clark County and State of Washington Solid Waste Management Plans. Additionally, the purpose of these regulations is to facilitate the delivery of efficient, safe and convenient refuse and recycling services to facility occupants using collection **containers receptacles**, vehicles and technologies offered through the City's contracted or licensed service providers. Facility designs must incorporate adequate storage space for both solid waste and recyclables and shall provide for a serviceable and accessible on-site location(s) and/or enclosures to temporarily store these materials between scheduled collection days. (Ord. M-3643, 01/26/2004)

20.970.020 Applicability.

A. *Chapter applicability.* This section shall apply to new multi-family residential buildings containing five or more units and nonresidential construction projects that are subject to site plan review, as governed by Chapter [20.270](#) VMC. (Ord. M-3643, 01/26/2004)

20.970.030 Amount of Storage Required.

A. *Storage area criteria.* The amount of solid waste and recyclable storage area required is based on the predominant use(s) of the building, i.e., residential, office, retail, educational/institutional, commercial/industrial or other. If a building has more than one of the uses listed in this section, and that use occupies 20% or less of the gross floor area of the building, the floor area occupied by that use shall be counted toward the floor area of the predominant use(s). If a building has more than one of the uses listed in this section, and that use occupies more than twenty percent (20%) of the gross floor area of the building, then the storage area requirement for the whole building shall be the sum of the requirement for the area of each use.

B. *For multiple uses.* Storage areas for multiple uses on a single site may be combined and shared.

~~C. *Vertical storage requirements.* The specific requirements are based on an assumed storage height of four feet for solid waste/recyclables. Vertical storage higher than four feet but no higher than seven feet may be used to accommodate the same volume of storage in a reduced floor space. Where vertical or stacked storage is proposed, the site plan shall include drawings to illustrate the layout of the storage area and dimensions of containers.~~

D.C. *Storage standards.* Storage shall be provided consistent with the following:

1. Multi-unit residential buildings containing five or more units shall provide a minimum weekly storage area to accommodate the equivalent of using this formula:

Number of units X 32 gallons = Total weekly storage volume for garbage

Number of units X 48 gallons = Total weekly storage volume for recycling

Number of units X 8 gallons = Total weekly storage volume for glass

32 gallons of garbage per residential unit plus 48 gallons of mixed recycling and 8 gallons of glass recycling. Depending on the number of units, the total volume needed for each stream of waste can be calculated and the number and size of carts or containers determined. Mixed recycling is collected in 95 gallon recycling roll carts, measuring 34 inches deep, 29 inches wide and 45 inches tall (cart measurements may vary a few inches depending on manufacturer). Glass is collected in a 64 gallon roll carts, measuring about 28 inches deep, 27 inches wide and 41 inches tall. Each enclosure storage area must provide for collection of both garbage and recycling with space to walk between the containers.

Here is a formula to use:

Number of units X 32 gallons = Total weekly storage volume for garbage

Number of units X 48 gallons = Total weekly storage volume for recycling

Number of units X 8 gallons = Total weekly storage volume for glass

For garbage, convert gallons to cubic yards to determine the size of dumpster needed. There are roughly 202 gallons per 1 cubic yard.

Mixed recycling or cardboard dumpsters containers and cages, with a standard size of 3 or 4 cubic yards (606 gallons), can be planned for accommodating a portion of the required recycling storage for these commodities. Dimensions provided in table 20.970.020-1

For recycling, determine the number of mixed carts needed by dividing total weekly storage requirements by 95; determine the number of glass recycling carts needed by dividing total weekly storage requirements by 64.

EXAMPLE. A multifamily complex with six units.

6 X 32 = 192 gallons. A one cubic yard container will accommodate the weekly garbage storage requirement and the dimensions of that container are 79 inches 30 inches. 6 X 48 = 288 gallons, divided by 95 gallons equals three mixed recycling carts. 6 X 8 = 48 gallons for glass requirement. Only one 64 gallon cart is required for glass. So, the enclosure needs to accommodate a one yard container for garbage, three 95 gallon roll carts for mixed recycling

and one 64-gallon roll cart for glass. It would require an enclosure that is 8 feet by 12 feet to accommodate the containers needed for a six-plex.

Complexes with less than 20 units are encouraged to include space for a recycling container large enough to accommodate flattened cardboard boxes (typically a 3 yard or 4 yard larger container). Complexes larger than 20 units are required to include space for a 3 or 4 yard recycling container large enough to accommodate flattened cardboard boxes.

Large apartment complexes sometimes utilize a centralized garbage compactor(s) instead of or in coordination with more distributed garbage dumpsters/containers. Compactors are intended for commercial and industrial use by trained personnel and should not be the container that residents use directly for disposal of their household garbage. A compactor requires a concrete pad at least 14 feet wide and 25 feet long and specific electrical supply.

Property owners/managers must still provide convenient recycling locations accessible to residents.

Recycling roll carts are normally co-located with the garbage collection containers, rather than with the compactor, to improve recycling convenience and participation. Below is a table showing garbage dumpster sizes in cubic yards, dumpster dimensions, the weight of an empty container, and the number of apartments units that could be served by a given container size, assuming 1 to 1 1/2 32-gallon equivalent per unit. Garbage dumpsters Containers larger than four 4 cubic yards do not have wheels, so it is necessary to allow sufficient space so they can be emptied without being rolled out. No solid waste or recyclables collecting shall be done in any residential zone before 6:30 a.m. or after 6:30 p.m. (VMC 6.12.130).

Maximum distance from residential unit to closest garbage/recycling enclosure shall be no more than 150 feet.

Table 20.970.020-1 Approximate Garbage Dumpster Sizing				
Dumpster size	Width	Depth	Weight (empty)	Apartments Served
1-yard	79 inches	30 inches	298 pounds	4-6 units
1.5-yard	81 inches	39 inches	329 pounds	6-9 units
2-yard	81 inches	40 inches	395 pounds	8-12 units

Table 20.970.020-1 Approximate Garbage Dumpster Sizing				
Dumpster size	Width	Depth	Weight (empty)	Apartments Served
3-yard	81 inches	47 inches	481 pounds	12-18 units
4-yard	81 inches	57 inches	565 pounds	16-24 units
5-yards	81 inches	64 inches	613 pounds	20-30 units
6-yard	81 inches	68 inches	674 pounds	24-36 units
8-yard	81 inches	82 inches	812 pounds	32-48 units

~~Note: Recycling containers/roll carts require additional storage space and must be located in the same enclosure as garbage containers.~~

2. Nonresidential buildings shall provide a minimum storage area of 100 square feet plus:

- a. Office: four sq. ft./1,000 sq. ft. of gross floor area (GFA);
- b. Retail: 10 sq. ft./1,000 sq. ft. of GFA;
- c. Educational/Institutional: four sq. ft./1,000 sq. ft. of GFA; ~~and or~~
- d. Other: four sq. ft./1,000 sq. ft. of GFA.

3. Large developments or single buildings utilizing a compactor(s) for garbage and/or recycling disposal shall plan for the size of concrete pad appropriate for the equipment being installed and the volume of waste and recycling to be generated, plus allocate additional space for containers for materials not compacted. ~~(Ord. M-4147 § 4, 12/07/2015; Ord. M-3643, 01/26/2004)~~

4. ~~It is required that~~ Storage area space size and area configuration needs be determined based on an assessment of how similarly sized facilities meet their waste disposal and recycling needs.

5. Service agreements between the building owner and the service provider may be required if proposed methods or technologies used to manage waste are atypical or unproven.

20.970.040 Location, Design and Access Standards.

A. *Location.* Required storage areas for solid waste and recyclable materials shall comply with the following standards:

1. The storage area(s) for source-separated recyclable materials in multi-unit residential complexes shall be at the same locations(s) as storage areas for residential mixed solid waste.
2. Indoor and outdoor storage shall comply with City Adopted Building and Uniform Fire Code requirements.
3. Storage area space requirements can be satisfied with a single location or multiple locations, and can combine both interior and exterior locations. Storage areas shall be no farther than 150 feet from each unit and be easily accessed by users and maintenance personnel.
4. Outdoor storage areas can be located within interior side yard or rear yard areas. Outdoor storage areas shall not be located within a required front yard setback or in a yard adjacent to a public right-of-way or private street easement, except alleys, unless no alternative location is possible. Outdoor storage areas shall not be located in a side or rear yard setback that abuts property that is not within the same development; i.e., impacts of the location on neighboring properties is an important consideration. Every effort should be made to locate outdoor garbage and recycling areas so as to minimize their impacts on neighboring properties. When a single family home is converted to an office, the business owners are encouraged to continue roll cart garbage service instead of ~~dumpster container~~ service to minimize the noise impacts on their neighbors.
5. Exterior storage areas shall address both user safety/security and aesthetic considerations.
6. Exterior storage areas can be located in a parking area if the proposed use provides at least the minimum number of parking spaces required per the requirements of Chapter [20.945](#) VMC, Parking and Loading, after deducting the area used for storage and access.
7. The storage area shall be accessible for collection vehicles and located so it will not obstruct pedestrian or vehicle traffic movement on the site or on public streets or sidewalks adjacent to the site.

B. *Design standards.*

1. The dimensions of the storage area shall accommodate containers consistent with current methods of local collection and allow for pedestrian (driver and residents) access between containers. Plans shall show footprints of all intended receptacles using dimensions from City-provided solid waste receptacle standards. See The preferred recycling method of receptacles for resident use recycling collection is with are roll carts versus recycling dumpsters containers. Roll carts are more easily accessed by residents and help to prevent confusion/contamination with garbage.

2. Storage containers shall meet Uniform Fire Code standards and be made of and covered with waterproof materials or situated in a covered area.

3. Exterior storage areas shall be enclosed by a screen comprised of a sight-obscuring wall, fence and/or vegetation. For multifamily tenant access, A a person door, gate, or walkway gate(s) through the fence shall, separate from the service gate or door, is required. allow access to users and haulers. The Service gate(s) for haulers shall be capable of being secured in closed and open positions of 90 degrees or greater.

4. Storage containers shall be clearly labeled to indicate the type of materials accepted.

5. Where electrical connections or engineered structures and surfaces are required to support the utilization of specialized compaction or similar solid waste or recyclables compactors or other storage and handling equipment, these shall be designed according to the applicable codes.

C. Access standards.

1. Access to storage areas can be limited for security reasons. However, the storage area shall be accessible to users at convenient times of the day, and to collection service personnel on the day and approximate time they are scheduled to provide collection service.

2. Storage areas shall be designed to be easily accessible to collection trucks and equipment, considering paving, grade and vehicle access. The percent of grade for access to the pad or enclosure shall not exceed 3%. A minimum of 10' horizontal clearance and 8' of vertical clearance for truck access are required if the storage area is covered. Where direct truck access to a storage area is not possible, the grade and ramp design shall consider the weights and size of containers that can reasonably and safely be managed for "roll-out" to an accessible truck loading position. Only containers 4 cubic yards and smaller can be rolled. Non-rolled containers require 18' vertical clearance in order to be emptied in place. If the collector is expected to move compacted containers larger than 2 cubic yards, mechanized equipment such as motorized pushcart must be provided for efficient transferring of receptacles and to promote worker safety.

3. Storage areas shall be accessible to collection vehicles without requiring backing out of a driveway onto a public street. If only a single access is available to the storage area, adequate turning radius shall be provided to allow collection vehicles to safely exit the site in a forward motion. ~~In the absence of a through street or driveway, a cul-de-sac with a minimum of a 50 foot turning radius should be provided for vehicle maneuvering at the end of the street or driveway. When this is not possible, a hammerhead turnaround at least 20 feet by 20 feet in addition to the street width, should be provided. All circulation and turnaround designs must meet the requirements of VMC 11.80.070 and the Transportation Standard Details and be feasible using City-provided solid waste truck turning modelling templates and truck specifications. Collection vehicles shall be able to circulate the development and service receptacles with minimal backing required. (Ord. M-4147, Amended, 12/07/2015, Sec4; Ord. M-3643, 01/26/2004)~~

Section 4. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 5. Effective Date. This ordinance shall go into effect 30 days after adoption.

Section 6. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Council Members

Read Second Time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2022

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, Chief Financial Officer

Approved as to form:

Jonathon Young, City Attorney

ORDINANCE - 67

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending Appendix E the Vancouver Comprehensive Plan 2011-2030, and VMC 20.130, 20.140, 20.150, 20.180, 20.285, 20.320, 20.430, 20.450, 20.503, 20.570, 20.670, 20.710, 20.790, 20.860, 20.885, 20.920, 20.927, 20.950, 20.960, and 20.970; providing for severability; and establishing an effective date.

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

ATTACHMENT E – WRITTEN PUBLIC COMMENTS RECEIVED

From: lauretta howell

Sent: Thursday, September 8, 2022 1:42 PM

To: Snodgrass, Bryan Subject: Re: Central Park overlay district

Would I be right in assuming that a 40% ratio of multifamily homes is higher than the average in Vancouver Washington? That high ratio of multi family homes built at a time when parking requirements were low has had an impact on available parking in our community. The city is now allowing multi family to be developed with, in my opinion, inadequate on-site parking which would make our parking problem even worse . What concerns me is that in an attempt to make up for the lack of affordable housing the city allows owners on single family but larger than average lots to build tiny homes without adequate parking on site. Could you address that concern? Thank you. Sent from my iPad

> On Sep 7, 2022, at 4:25 PM, Snodgrass, Bryan wrote: > > I have not been able to find any record of the original request and don't know what form it would have been conveyed in. I did find the attached staff report for the original overlay establishment which may have some background information

From: Steve T

Sent: Tuesday, October 4, 2022 4:12 PM

To: Snodgrass, Bryan

Subject: Proposed zoning change at 20101 & 20117 SE 1st St

. Mr Snodgrass I recently received a postcard notice on a proposal to change zoning for 20101 & 20117 SE 1st St from Low Density/R-2 to Commercial/CC. I live at 20028 SE 3rd Cir and the subject zoning change property is located immediately to the north of my property. I just want to say that I strongly object to any zoning change for the subject property. Changing the subject property to Commercial just doesn't make sense. All the surrounding properties to the south of SE 1st St are not zoned for commercial use and it should be kept that way so our neighborhood has a buffer zone for all the commercial development that is already happening on the northside of SE 1st St. We already have to deal with the subject property currently being used as a short term rental property(Airbnb). We already have to deal with noise and bright lights from short You don't often get email from csinoregon@hotmail.com. Learn why this is important term guests going in and out of the subject property sometime at odd hours late at night. I can imagine that would be unbearable if the zoning is changed to commercial and there can be potential noise all throughout the day. On another totally different matter, I want to point out that a traffic light is urgently needed on the intersection of SE 1st St and Westridge Blvd. With the increased traffic in the past few years, and the new development happening on the north side of SE 1st St, it is very difficult and potentially dangerous to make a left turn from Westridge Blvd onto SE 1st St. I hope this can be addressed quickly.

Regards, Steven Tsang

From: C. Schafer

Sent: Sunday, October 2, 2022 1:17 PM

To: Snodgrass, Bryan Subject:

RE: Changes to the Central Park overlay Importance: High

To Bryan Snodgrass and other planning commission members

This letter asks some questions and expresses my concerns about the changes to the Central Park neighborhood overlay change. Parts of Central Park neighborhood that were built in the 1940s or earlier have some special issues that make it more problematic to add housing density. I live at 1200 Y St, Vancouver in the middle of the block on Y Street between Mill Plain on the south and 13th Ave on the north. Comments: Except for 4 houses at the north end of our block, the rest of the houses on the block are on narrow lots with single-car width driveways. In some cases, because of placement of the garages (some of which are 1940s garages that don't fit modern cars), two larger vehicles cannot be parked in the driveway without blocking the side walk. Most residents place one car in their drive way and one on the street. This leaves just enough room for the postal truck to deliver mail—a space that is generally not large enough to park another car. My concern on our street is what happens if ADUs (or similar) increase the density of cars parking on the street. Overflow cars have nowhere to go. Mill Plain to the south has no parking lane. Also 13th to the north has limited parking as it is an old narrow street that goes by the Pioneer Cemetery. The parking that is on 13th near Y St is generally used by the duplexes near the corner of Y Street and 13th. X Street (just north of our block) has had parking issues since the mid-block apartments were built. So there is really no overflow parking options available near our street if increased building density brings more cars to the street. MY QUESTIONS INCLUDE: Does this overlay proposal change what can happen to the following property? There are 2 parcels (mid-block) labeled #176 and #177 of John Maney. (Also labeled Property ID 35317000 and 35316000.) They are behind the properties at 1110 and 1116 Y St. A few years ago, the owner of these properties tried to create a new building area by removing driveways from the 2 houses and then filed a new deed with the county using those 2 driveways as potential access to the lots in the back. (While the driveways are temporarily being used by the houses whose driveway ownership was removed, that would change if these back parcels were approved for development. Would building on these parcels (or addition of ADUs) on the street require the city to notify the neighbors near the building areas and allow for input before building permits were given? Are parking issues taken into consideration when approving such permits to build? It is my understanding that ADUs only require one parking spot off road? If a 2-bedroom structure was built on the parcels in question, that could mean four people might move in with parking for only 1 car and the rest of the people would be trying to park on the street along with the inhabitants of the 2 houses in front of the parcels that own no driveways. We already have a fair density of cars on this street. There is also at least 1 house on this street with 4 young adults sharing a house--each with a car.

All need their cars as they commute long distances to work or work nights which makes bus use not feasible. Parking is already problematic on this street and increasing housing density will only intensify the problem. Please respond to the questions that are underlined. Thank you.

Sincerely, Carol Schafer csinoregon@hotmail.com Resident of 1200 Y St, Vancouver, WA 98661

From: lou ann way

To: Planning Commission Subject: Citizen Communication

Date: Monday, October 10, 2022 4:48:17 AM

My name is Lou Way and I live at 9203 NE 53rd Street. I would like to see the zoning stay as a commercial zone. Vancouver does not have a lot of commercial buildings the size as the one at 5204/5206 NE 94th ave. Vancouver would like to compete with Portland and businesses are moving from Oregon but if those potential companies are not offered the size structure needed for those business to succeed they will not come here. Commercial/ business taxes are far better for city revenue than those credits you will be giving to developers to build affordable housing. The city of Vancouver needs to have commercial buildings available for those businesses bouncing back from the pandemic for without businesses there will be no need of housing. Please keep 5204/5206 zoned for commercial. Thank you for listening to a concerned neighbor.

Lou Way Sent from my iPad

From: N Sukkau

To: Planning Commission

Cc: Nischik, Julie

Subject: Fwd: Agenda for 10/11/2022 - Lieser School - from Urban low density R-6 to Urban High density R-30

Date: Tuesday, October 11, 2022 11:36:13 AM

Feedback regarding messaging. This project has been delayed for years, and the outreach to the local community has been inadequate. Only half of my neighbors are aware this project is even funded and ready to begin soon. When I attended the last outreach at the school I discovered it was simply an event to clean out the school. I did not receive any answers to my questions below: The Fire/Life/Safety component is understood. We need a new fire station, and this may be the ideal area that needs to be served. The addition of affordable housing feels like a bolt on to this project. Scope creep defined. Where are the studies to show that the local infrastructure can support the addition of 100+ families in

essentially a city block of existing residential zoning? Here are my specific questions that must be addressed for the community:

- 1) What Seismic study and engineering has been integrated in to the proposed High Density Housing and Auxiliary Buildings? How is any existing building that will remain being retrofitted to meet these standards. -OR- do we need to make clear this will not be a seismically reinforced structure?
- 2) Power (Electrical infrastructure). How is the site being serviced? What level of expansion is expected. Where is the environmental study to show: Solar exposure (what is the solar production capacity, and what is being installed?) 1000kW solar should be included.
- 3) Water (Mains) How is the site and area being upgraded for the water requirements of this site. Is there a plan to harvest grey water for eco use? Catch basin designed for runoff? Plant/vegetation considerations?
- 4) Sewer (Mains and aux.) How is this site being prepared to handle the additional sewer capacity for black water and grey water sources?
- 5) Telecommunications – Will this community receive fiber optic high speed internet, or be at the mercy of existing, slow telco infrastructure. E.g. How are you ensuring “Digital Equity”.
- 6) Police - Who is representing the East Vancouver Police dept. for this project? How do they plan to assign additional resources to this area to ensure safety? This is already a high crime area, with low engagement from the community.
- 7) Fire – This may be obvious with the inclusion of the station, but who is the designated contact/representative from Vancouver Fire to talk to this. How do they plan to assist the local community that is essentially in their backyard. I would expect more service calls unrelated to fire in the vicinity. (Life/Safety assistance calls w/ Police etc.)
- 8) Hospital/ER services. Who is being engaged at SW Washington Medical Center? This is very close, and I would expect health care visits from locals to increase. How is this being addressed and prepared?
- 9) Local homeowners and Realtors should be re-engaged. We already pay very high taxes in this area, and have some limited high density. Low income apartments are also abundant in this area leading to local challenges that are currently unaddressed. (Crime, poverty, and decreased community resources) Who has engaged with the major homeowners associations and Realtors to discuss Taxes, property values, and other challenges the local community would like addressed?
- 10) Please explain the tenant profile for this project. The slides only show the outlier or the subset of groups to be served. WHO will be served the most by this project? Who is the targeted demographic. Do we have profiles of the people we are looking to serve with this? If so, please expand on who we will help the most? (Slide deck statistics only show a portion.. I want to see the whole picture) In closing, this high density housing proposal will substantially impact local quality of life and asks for variances that do not clearly benefit the area. More in depth analysis of the issues I outlined from both a infrastructure

and people perspective -- needs to be performed before approving ANY additional zoning changes. Message discipline with the community must follow. Ensure there is real support. (Sending a post card is not sufficient)

Nathan Sukkau Local Homeowner & Certified Disaster Recovery Engineer nsukkau@outlook.com

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:

\$ 13,841,404.43 this 19th day of December 2022.

DocuSigned by:
Anne McEnerny-Ogle
0000B0000E05421...
MAYOR

Cyndi A Turner
AUDITING OFFICER

DocuSigned by:
Ty Stab
0000B0000E05421...
COUNCILMEMBER

DocuSigned by:
M.W.
0000B0000E05421...
COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
December 5, 2022 - December 11, 2022	Accounts Payable Checks (see attached)	\$ 9,507,469.43
December 5, 2022 - December 11, 2022	Hansen City Payments (see attached)	\$ 15,874.44
December 5, 2022 - December 11, 2022	Visa Refunds (see attached)	\$ 4,827.00
December 5, 2022 - December 11, 2022	Payroll Checks (see attached)	\$ 4,313,233.56
TOTAL		\$ 13,841,404.43

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	12/1/2022	6,589,456.22	US Bank - Remit-To: US Bank - St Paul	
Supplier Payment	Manual Wire	No Reference	12/1/2022	8,717.06	Athlactron Holding	
Supplier Payment	Manual Wire	No Reference	12/5/2022	308,014.15	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	12/5/2022	463,188.58	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	12/5/2022	11,489.79	VSP Vision Care Inc	
Supplier Payment	Manual Wire	No Reference	12/5/2022	8,509.50	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	12/5/2022	184,175.00	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	12/6/2022	24,616.81	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire	No Reference	12/8/2022	45,483.19	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire	No Reference	12/9/2022	7,822.21	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	12/9/2022	252,359.93	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	12/9/2022	859.50	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	12/9/2022	49,358.49	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	12/9/2022	1,075.08	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	12/9/2022	24,217.55	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	12/9/2022	5,128.81	Washington SDU	
Supplier Payment	Manual Wire	No Reference	12/9/2022	19,400.00	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	12/9/2022	19,796.41	Western States Health & Welfare Trust	
			Manual Wire Total	8,023,668.28		
Supplier Payment	EFT	EFT-00174121	12/7/2022	897.75	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	EFT	EFT-00174122	12/8/2022	15,558.15	Power Systems West	
Supplier Payment	EFT	EFT-00174123	12/8/2022	22,753.24	Lynn K Wittwer MD PC	
Supplier Payment	EFT	EFT-00174124	12/8/2022	10,036.25	Consolidated Electrical Distribution	
Supplier Payment	EFT	EFT-00174125	12/8/2022	40,255.00	CivicPlus, LLC	
Supplier Payment	EFT	EFT-00174126	12/8/2022	3,680.00	Cascadia Partners LLC	
Supplier Payment	EFT	EFT-00174127	12/8/2022	12,500.00	Vancouver Housing Authority	
Supplier Payment	EFT	EFT-00174128	12/8/2022	754.65	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00174129	12/8/2022	7,668.00	Boys and Girls Clubs of Southwest Washington	
Supplier Payment	EFT	EFT-00174130	12/8/2022	27,955.80	Metereaders LLC	
Supplier Payment	EFT	EFT-00174131	12/8/2022	40.73	ZiPLY Fiber	
Supplier Payment	EFT	EFT-00174132	12/8/2022	88,000.00	MHNW 18 Vancouver Family Housing, LLLP	
Supplier Payment	EFT	EFT-00174133	12/8/2022	2,979.67	Sonic Boom Wellness LLC	
Supplier Payment	EFT	EFT-00174134	12/8/2022	3,770.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00174135	12/8/2022	96.26	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00174136	12/8/2022	21,391.25	The Gunter Group LLC	
Supplier Payment	EFT	EFT-00174137	12/8/2022	6,813.22	Council for the Homeless	
Supplier Payment	EFT	EFT-00174138	12/8/2022	36,528.02	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00174140	12/8/2022	1,539.75	Mead and Hunt Inc	
Supplier Payment	EFT	EFT-00174141	12/8/2022	4,675.00	JCI Jones Chemicals, Inc.	
Supplier Payment	EFT	EFT-00174142	12/8/2022	5,928.91	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00174143	12/8/2022	4,612.46	New Life Friends Church	
Supplier Payment	EFT	EFT-00174144	12/8/2022	400.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00175941	12/8/2022	377,769.54	Doolittle Acquisitions	
Supplier Payment	EFT	EFT-00175942	12/9/2022	10,496.71	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00175943	12/9/2022	24,158.88	IAFF Local #452	
Supplier Payment	EFT	EFT-00175944	12/9/2022	139.20	Legal Shield	

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

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	EFT	EFT-00175945	12/9/2022	13,551.41	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00175946	12/9/2022	950.40	Vancouver Command Guild	
			EFT Total	745,900.25		
Cash Advance Payment	Direct Deposit	EFT-00174092	12/8/2022	434.50	Justin Box	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00174093	12/8/2022	172.50	Carie Wright	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00174094	12/8/2022	434.50	Greg Catton	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00174095	12/8/2022	439.50	Matt Hoover	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00174096	12/8/2022	434.50	Neil Martin	Travel Advance
Expense Payment	Direct Deposit	EFT-00174097	12/8/2022	53.24	Ryan Lopossa	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174098	12/8/2022	155.00	Kevin Salmi	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174099	12/8/2022	215.76	Sutton Moon	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174100	12/8/2022	225.00	William Elmer	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174101	12/8/2022	22.25	Joseph Graaff	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174102	12/8/2022	90.07	Suzanne Hebert	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174103	12/8/2022	1.11	Lisa Brandl	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174104	12/8/2022	172.50	Brandon Altig	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174105	12/8/2022	85.72	Anne McEnerny-Ogle	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174106	12/8/2022	88.74	Jaime Blas lopez	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174107	12/8/2022	247.50	Rob Sumrall	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174108	12/8/2022	252.29	Joseph Lenahan	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174109	12/8/2022	165.38	John Renner	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174110	12/8/2022	533.42	Timothy O'Reilly	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174111	12/8/2022	224.18	Chris Concannon	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174112	12/8/2022	135.49	Alberto Campos	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174113	12/8/2022	186.84	Ryan McTague	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174114	12/8/2022	250.00	Frank Costanza	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174115	12/8/2022	172.50	Ryan Knox	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174116	12/8/2022	133.26	Nena Cook	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174117	12/8/2022	154.28	Diana Perez	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174118	12/8/2022	52.25	Tommy Razo	Employee Reimbursement

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Expense Payment	Direct Deposit	EFT-00174119	12/8/2022	299.76	Ty Stober	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174120	12/8/2022	100.37	Geraldene Moyle	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00175947	12/9/2022	259.00	Carole Boswell	Travel Advance
			Direct Deposit Total	6,191.41		
Ad Hoc Payment	Check	8005	12/7/2022	544.70	7547 Vancouver Funeral Chapel	Utility Refunds: 0007009100-00
Ad Hoc Payment	Check	8006	12/7/2022	25.11	Advanced Excavating Specialists LLC	Utility Refunds: 0000009153-07
Ad Hoc Payment	Check	8007	12/7/2022	271.00	Andrew or Tammy Dorsey	Utility Refunds: 0117052146-04
Ad Hoc Payment	Check	8008	12/7/2022	261.12	Angelatos,Stathis or Ioannis	Utility Refunds: 0112092022-11
Ad Hoc Payment	Check	8009	12/7/2022	173.40	Antony or Ashley Szolomayer	Utility Refunds: 0076071200-05
Ad Hoc Payment	Check	8010	12/7/2022	263.00	Ballard,Lauren	Utility Refunds: 0107005114-05
Ad Hoc Payment	Check	8011	12/7/2022	244.97	Berry,Bryan	Utility Refunds: 0004043900-10 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	8012	12/7/2022	129.90	Bryan Stansbury or Danielle Robert	Utility Refunds: 0085013152-06
Ad Hoc Payment	Check	8013	12/7/2022	207.58	Carmen, Gregory or Betty Stuart	Utility Refunds: 0103005494-02
Ad Hoc Payment	Check	8014	12/7/2022	84.93	Carrigan,Kathleen	Utility Refunds: 0010051000-07
Ad Hoc Payment	Check	8015	12/7/2022	285.00	Case,Lacee	Utility Refunds: 0046027110-10 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	8016	12/7/2022	63.29	Chris or Ashley Thomas	Utility Refunds: 0141005516-02
Ad Hoc Payment	Check	8017	12/7/2022	351.08	Clifford W or Margaret E Wagner	Utility Refunds: 0111020042-01
Ad Hoc Payment	Check	8018	12/7/2022	402.00	Combs,Stephen or Daschel	Utility Refunds: 0064025503-09
Ad Hoc Payment	Check	8019	12/7/2022	239.98	Conrad or Judie Langevin	Utility Refunds: 0074073202-11
Ad Hoc Payment	Check	8020	12/7/2022	238.84	Cornel or Johanna Meza	Utility Refunds: 0064067750-06
Ad Hoc Payment	Check	8021	12/7/2022	40.00	Cotton,Jessie	Utility Refunds: 0108010076-02
Ad Hoc Payment	Check	8022	12/7/2022	27.96	Craig or Carissa Folgner	Utility Refunds: 0070088702-04
Ad Hoc Payment	Check	8023	12/7/2022	126.81	Deering,Thomas	Utility Refunds: 0113012004-01
Ad Hoc Payment	Check	8024	12/7/2022	93.36	Diana Potter or Douglas Warren	Utility Refunds: 0020048400-04
Ad Hoc Payment	Check	8025	12/7/2022	26.85	Eighty First Ave LLC	Utility Refunds: 0039023500-18
Ad Hoc Payment	Check	8026	12/7/2022	179.00	Entis,Marvin	Utility Refunds: 0099049884-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	8027	12/7/2022	64.42	Estate of Jeff Whipple or Jack Whipple	Utility Refunds: 0044080800-17
Ad Hoc Payment	Check	8028	12/7/2022	93.87	Estate of Vladimir Nakhaychuk, Estate of Yekateryna Nakhaychuk or	Utility Refunds: 0107002836-08
Ad Hoc Payment	Check	8029	12/7/2022	66.10	Fernandito or Mila Javier	Utility Refunds: 0077001117-03
Ad Hoc Payment	Check	8030	12/7/2022	435.10	Fisher,David	Utility Refunds: 0103000069-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	8031	12/7/2022	113.87	Fruit Valley Gutzwiller LLC	Utility Refunds: 0017074100-18
Ad Hoc Payment	Check	8032	12/7/2022	49.75	Gennadiy Sokolov or Irina Koshilka	Utility Refunds: 0061059910-05
Ad Hoc Payment	Check	8033	12/7/2022	13.29	Gerald or James T Seymour	Utility Refunds: 0061098509-06
Ad Hoc Payment	Check	8034	12/7/2022	350.08	Graham,Michelle	Utility Refunds: 0147010100-05
Ad Hoc Payment	Check	8035	12/7/2022	131.83	Harper,Gary	Utility Refunds: 0096000352-03
Ad Hoc Payment	Check	8036	12/7/2022	1,122.26	Hayes,Christie	Utility Refunds: 0044008300-09
Ad Hoc Payment	Check	8037	12/7/2022	243.24	Hodgson,Walter	Utility Refunds: 0023090400-10
Ad Hoc Payment	Check	8038	12/7/2022	400.88	Jaimini Chauhan James or Prashant James	Utility Refunds: 0500003400-02
Ad Hoc Payment	Check	8039	12/7/2022	268.99	James or Rachael Coday	Utility Refunds: 0045033800-08
Ad Hoc Payment	Check	8040	12/7/2022	152.21	Jason Jaan or Naoko Nakatsukasa	Utility Refunds: 0063819000-05
Ad Hoc Payment	Check	8041	12/7/2022	98.05	Jason or Susan Grimes	Utility Refunds: 0074040100-11
Ad Hoc Payment	Check	8042	12/7/2022	29.49	Jeff Brown or Holly Chappell	Utility Refunds: 0000008093-02
Ad Hoc Payment	Check	8043	12/7/2022	60.20	Jessee,Zackary or Sarah	Utility Refunds: 0108002390-09

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Ad Hoc Payment	Check	8044	12/7/2022	159.44	John or Wendy Hamilton	Utility Refunds: 0060073102-14
Ad Hoc Payment	Check	8045	12/7/2022	57.35	Kent or Hazel Larson	Utility Refunds: 0085009700-07
Ad Hoc Payment	Check	8046	12/7/2022	128.63	Kilfoil,Michael or Carolyn	Utility Refunds: 0103000820-01
Ad Hoc Payment	Check	8047	12/7/2022	86.01	Kunkel,Michael	Utility Refunds: 0063013500-00
Ad Hoc Payment	Check	8048	12/7/2022	21.22	Larry,Kayvon	Utility Refunds: 0000002207-05
Ad Hoc Payment	Check	8049	12/7/2022	97.39	Leigh Mullen or Jason Roberts	Utility Refunds: 0003018300-04
Ad Hoc Payment	Check	8050	12/7/2022	83.16	LGI Homes Group LLC	Utility Refunds: 0500005237-01
Ad Hoc Payment	Check	8051	12/7/2022	103.11	LGI Homes Group LLC	Utility Refunds: 0500005391-01
Ad Hoc Payment	Check	8052	12/7/2022	91.71	LGI Homes Group LLC	Utility Refunds: 0500005580-01
Ad Hoc Payment	Check	8053	12/7/2022	38.86	Lisa or Richard Van Zwol	Utility Refunds: 0089020115-04
Ad Hoc Payment	Check	8054	12/7/2022	80.71	Mark or Sherri Neel	Utility Refunds: 0086019000-17
Ad Hoc Payment	Check	8055	12/7/2022	323.48	McMillian,Donnie	Utility Refunds: 0012031255-01
Ad Hoc Payment	Check	8056	12/7/2022	56.81	Meyer,Kristen or Andrew	Utility Refunds: 0115025108-04
Ad Hoc Payment	Check	8057	12/7/2022	285.00	Miriam,Pauline	Utility Refunds: 0054006006-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	8058	12/7/2022	271.54	Nesse,Luke	Utility Refunds: 0063033502-10
Ad Hoc Payment	Check	8059	12/7/2022	148.46	Nesse Living Trust	Utility Refunds: 0063033502-10
Ad Hoc Payment	Check	8060	12/7/2022	378.60	Plymale Family Trust	Utility Refunds: 0042002000-10
Ad Hoc Payment	Check	8061	12/7/2022	758.08	Prairie Commons HOA	Utility Refunds: 0500002754-02
Ad Hoc Payment	Check	8062	12/7/2022	2,373.60	Prairie Commons HOA	Utility Refunds: 0500002755-02
Ad Hoc Payment	Check	8063	12/7/2022	86.43	Rachel A Strauch or James B Smith	Utility Refunds: 0035031900-09
Ad Hoc Payment	Check	8064	12/7/2022	363.00	Rachelle or Tristen Askman	Utility Refunds: 0044086500-05
Ad Hoc Payment	Check	8065	12/7/2022	185.40	Ralph Johnson or Karen Hopson	Utility Refunds: 0012046317-03
Ad Hoc Payment	Check	8066	12/7/2022	368.03	Ratcliff,Sam or Chelsea	Utility Refunds: 0062001000-16 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	8067	12/7/2022	131.31	Richard or Beverly Parker	Utility Refunds: 0068029600-16
Ad Hoc Payment	Check	8068	12/7/2022	231.84	Roads End HOA	Utility Refunds: 0163000900-12
Ad Hoc Payment	Check	8069	12/7/2022	614.56	Roads End HOA	Utility Refunds: 0163001200-13
Ad Hoc Payment	Check	8070	12/7/2022	39.15	Rodney Moreland or Cynthia Hight	Utility Refunds: 0016048906-01
Ad Hoc Payment	Check	8071	12/7/2022	34.93	Rosa Risoto or Walter Gerez	Utility Refunds: 0109000102-04
Ad Hoc Payment	Check	8072	12/7/2022	59.29	Schenck,Dash	Utility Refunds: 0025020700-03
Ad Hoc Payment	Check	8073	12/7/2022	189.16	Schimelpfenig,Bonnie	Utility Refunds: 0019032100-00 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	8074	12/7/2022	50.99	Schwan,Philip	Utility Refunds: 0061059950-12
Ad Hoc Payment	Check	8075	12/7/2022	9.01	SF Operating WA	Utility Refunds: 0045033800-08
Ad Hoc Payment	Check	8076	12/7/2022	166.28	SF Operating WA	Utility Refunds: 0007025200-12
Ad Hoc Payment	Check	8077	12/7/2022	24.64	Shawn or Leah Norman	Utility Refunds: 0087048400-06
Ad Hoc Payment	Check	8078	12/7/2022	414.00	Shkarovskiy,Aleksandr or Valentina	Utility Refunds: 0146002203-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	8079	12/7/2022	61.22	Soto,Kendall or Pablo	Utility Refunds: 0070088606-05
Ad Hoc Payment	Check	8080	12/7/2022	426.62	Stevenin,Linda	Utility Refunds: 0135000040-05
Ad Hoc Payment	Check	8081	12/7/2022	336.94	Steven or Lynette Intrieri	Utility Refunds: 0045026701-14
Ad Hoc Payment	Check	8082	12/7/2022	91.53	Stocker,Malia or Andrew	Utility Refunds: 0026011200-11
Ad Hoc Payment	Check	8083	12/7/2022	32.06	Taylor,Betty or Shannon	Utility Refunds: 0114005022-07
Ad Hoc Payment	Check	8084	12/7/2022	141.19	Ten Talents Investments 23 LLC	Utility Refunds: 0500005419-01
Ad Hoc Payment	Check	8085	12/7/2022	214.63	The Estate of Keith Poppert	Utility Refunds: 0015000225-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	8086	12/7/2022	101.11	The Reynolds Family Trust	Utility Refunds: 0106080046-01
Ad Hoc Payment	Check	8087	12/7/2022	247.74	The Scibelli Living Trust	Utility Refunds: 0080084300-05
Ad Hoc Payment	Check	8088	12/7/2022	112.56	Todd Lane or Justine Warunek-Lane	Utility Refunds: 0110003130-06
Ad Hoc Payment	Check	8089	12/7/2022	500.00	Toivonen,Christine	Utility Refunds: 0117012998-03

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Ad Hoc Payment	Check	8090	12/7/2022	54.86	Vasile,Catalin	Utility Refunds: 0075005400-11
Ad Hoc Payment	Check	8091	12/7/2022	64.27	Victoria Hawley or Hugh Schmidt	Utility Refunds: 0086005600-03
Ad Hoc Payment	Check	8092	12/7/2022	33.26	Wang,Peter	Utility Refunds: 0500005680-01
Ad Hoc Payment	Check	8093	12/7/2022	111.76	West,Gail	Utility Refunds: 0069026382-01
Ad Hoc Payment	Check	8094	12/7/2022	113.52	White,Rondie	Utility Refunds: 0126001030-03
Ad Hoc Payment	Check	8095	12/7/2022	232.51	Woolsey,Nathaniel	Utility Refunds: 0096048000-15
Ad Hoc Payment	Check	8096	12/7/2022	347.07	Zhu,Meihua	Utility Refunds: 0000007835-02
Miscellaneous Payment	Check	8097	12/7/2022	35.00	Alexis Richardson	Parking ticket refund
Miscellaneous Payment	Check	8098	12/7/2022	6.00	Chuck's Produce and Street Market #22	CUSTOMER DUPLICATE PAID INV#77045178/CUST#776620. PAID ON 10/11/2022 AND 11/22/2022. CHUCKS PRODUCE HAS NO OTHER OPEN INVOICES TO APPLY FUNDS TOWARDS.
Miscellaneous Payment	Check	8099	12/7/2022	116.00	Craig Cartwright	LUP-83006 (jobsite: 14622 SE 17th Cir)
Miscellaneous Payment	Check	8100	12/7/2022	5,506.38	Earthworks Excavating Services, Inc	SCIP loan - Louis M Mattioda Inv. #WA101-22
Miscellaneous Payment	Check	8101	12/7/2022	1,100.00	Flavia Aguilar	Full Refund of Sit 16105
Miscellaneous Payment	Check	8102	12/7/2022	505.00	Garrett Sign Co Inc	CMI-329645 (jobsite: 8603 NE Andresen Road)
Miscellaneous Payment	Check	8103	12/7/2022	554.00	GB Auto Service Inc	CUSTOMER DUPLICATE PAID INV# 77046135 / CUST# 776388. PAID ON 11/21/2022 WITH CHECK 47850 AND 11/28/2022 WITH CHECK 47960. THERE ARE NO OTHER OPEN INVOICES TO APPLY FUNDS TOWARDS
Miscellaneous Payment	Check	8104	12/7/2022	100.00	Glenn Deal	Refund overpayment on Citation
Miscellaneous Payment	Check	8105	12/7/2022	61.47	Jacob's Heating & A/C INC	MPE-330620
Miscellaneous Payment	Check	8106	12/7/2022	61.47	Jacob's Heating & A/C INC	MPE-330742
Miscellaneous Payment	Check	8107	12/7/2022	410.00	Maddie Cordon	On Street Permit Refund
Miscellaneous Payment	Check	8108	12/7/2022	2,147.45	Marshall Pendleton	RES-315513 (jobsite: 712 Grove Street)
Miscellaneous Payment	Check	8109	12/7/2022	77.42	Mullen-Polk Foundation	On Street Permit Refund
Miscellaneous Payment	Check	8110	12/7/2022	250.00	Pamelean Shrew	Damage Deposit Refund
Miscellaneous Payment	Check	8111	12/7/2022	181.45	PLS Engineering	REFUND - ON STREET PARKING PERMIT COV11395
Miscellaneous Payment	Check	8112	12/7/2022	100.00	Samantha Sudy	Dec-22
Miscellaneous Payment	Check	8113	12/7/2022	91.00	Second Step Housing	Duplicate payment for special fire inspection
Miscellaneous Payment	Check	8114	12/7/2022	6.00	Slate Ridge Apartments	Duplicate Payment on Fire Inspection Invoice
Miscellaneous Payment	Check	8115	12/7/2022	50.00	Special Olympics of SW Washington	Damage Deposit Refund
Miscellaneous Payment	Check	8116	12/7/2022	300.00	The Mighty Bowl	n Street Permit Refund COV10873, COV09416, COV10991, COV10992
Miscellaneous Payment	Check	8117	12/7/2022	1,350.00	US Fish & Wildlife Service	Voucher 2000383.082
Miscellaneous Payment	Check	8118	12/7/2022	20.00	Vancouver False Alarm Reduction Program	Alarm Fee Refund Customer Name: KESTREL PARK APARTMENTS Customer #22568 Invoice: #99496333
Miscellaneous Payment	Check	8119	12/7/2022	643.00	Vancouver School District	FCO error was made during a required "Special Inspection" report. The report was mistakenly created and submitted as a fire code initial inspection. An improper invoice was sent. An invoice was not needed for the required Special Inspection

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Miscellaneous Payment	Check	8120	12/7/2022	57.00	Walmart #5462	Duplicate payment of ITM fees
Supplier Payment	Check	8121	12/7/2022	267.00	Accurate Corporate Services Inc	
Supplier Payment	Check	8122	12/7/2022	7,222.50	Action Onsite Inc	
Supplier Payment	Check	8123	12/7/2022	11,028.43	Action Technology Systems	
Supplier Payment	Check	8124	12/7/2022	5.44	Airgas, Inc	
Supplier Payment	Check	8125	12/7/2022	26,543.38	AKS Engineering & Forestry LLC	
Supplier Payment	Check	8126	12/7/2022	798.00	Allegheny Answering Services	
Supplier Payment	Check	8127	12/7/2022	136.00	American Sani-Can	
Supplier Payment	Check	8128	12/7/2022	15,027.25	Anderson Glass Co	
Supplier Payment	Check	8129	12/7/2022	17,495.63	Arborscape Ltd Inc	
Supplier Payment	Check	8130	12/7/2022	10,332.00	Artstra	
Supplier Payment	Check	8131	12/7/2022	8,742.05	AT & T Mobility II LLC	
Supplier Payment	Check	8132	12/7/2022	4,154.82	Bacon Collision	
Supplier Payment	Check	8133	12/7/2022	7,559.81	Brightview Holdings Inc	
Supplier Payment	Check	8134	12/7/2022	2,616.50	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	8135	12/7/2022	2,460.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	8136	12/7/2022	11,484.64	Cascade Inn	
Supplier Payment	Check	8137	12/7/2022	963.45	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	8138	12/7/2022	217.00	Chicago Title Company of WA	
Supplier Payment	Check	8139	12/7/2022	114.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	8140	12/7/2022	480.00	Clark County Fire District 5	
Supplier Payment	Check	8141	12/7/2022	88,865.10	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	8142	12/7/2022	15,300.00	Colliers International Holdings (USA) Inc.	
Supplier Payment	Check	8143	12/7/2022	19,936.35	Columbia Resource Company	
Supplier Payment	Check	8144	12/7/2022	204.54	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	8145	12/7/2022	9,287.53	Copiers Northwest	
Supplier Payment	Check	8146	12/7/2022	333.25	Courier Northwest	
Supplier Payment	Check	8147	12/7/2022	43.80	Debbie Zurn	
Supplier Payment	Check	8148	12/7/2022	264.00	Dex Media West	
Supplier Payment	Check	8149	12/7/2022	124.99	DKS Associates Inc	
Supplier Payment	Check	8150	12/7/2022	56.42	Experian Marketing Solutions - Remit-To: Experian Los Angeles	
Supplier Payment	Check	8151	12/7/2022	4,514.95	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	8152	12/7/2022	175.78	Fox Chiropractic PS	
Supplier Payment	Check	8153	12/7/2022	7,670.00	Frontier Management LLC	
Supplier Payment	Check	8154	12/7/2022	9,331.00	General Pacific Inc	
Supplier Payment	Check	8155	12/7/2022	1,067.34	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	8156	12/7/2022	9,600.00	Genuine Senior Living	
Supplier Payment	Check	8157	12/7/2022	5,606.91	Global Transportation Engineering Corporation	
Supplier Payment	Check	8158	12/7/2022	5,733.41	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	8159	12/7/2022	553.05	J-2 Blueprint Supply Co.	
Supplier Payment	Check	8160	12/7/2022	50.00	Judy Adams	
Supplier Payment	Check	8161	12/7/2022	126.30	Kelly Chiropractic, P.S.	
Supplier Payment	Check	8162	12/7/2022	1,591.51	Kittelson & Associates Inc	

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Supplier Payment	Check	8163	12/7/2022	5,197.52	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	8164	12/7/2022	231.50	Lasko Printing Specialties Inc	
Supplier Payment	Check	8165	12/7/2022	389.48	MacKay Meters inc	
Supplier Payment	Check	8166	12/7/2022	7,091.94	Mallory Safety & Supply LLC	
Supplier Payment	Check	8167	12/7/2022	303.81	Mark IV Enterprises Inc	
Supplier Payment	Check	8168	12/7/2022	1,000.00	Message Gears LLC	
Supplier Payment	Check	8169	12/7/2022	18,500.88	Murraysmith Inc	
Supplier Payment	Check	8170	12/7/2022	22,357.04	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	8171	12/7/2022	11,870.08	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	8172	12/7/2022	1,138.48	One Call Concepts Inc	
Supplier Payment	Check	8173	12/7/2022	145,045.19	Parametrix, Inc	
Supplier Payment	Check	8174	12/7/2022	98.00	Parkeon	
Supplier Payment	Check	8175	12/7/2022	7,420.45	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	Check	8176	12/7/2022	30.00	Performance Occupational Health Services, LLC	
Supplier Payment	Check	8177	12/7/2022	6,525.00	PlanIT Geo, Inc.	
Supplier Payment	Check	8178	12/7/2022	10,740.33	Portland State University - Community Environmental Services	
Supplier Payment	Check	8179	12/7/2022	25,858.54	PPC Solutions Inc	
Supplier Payment	Check	8180	12/7/2022	19,831.00	Rapid Response Bio Clean Inc.	
Supplier Payment	Check	8181	12/7/2022	1,285.82	Resolute Documentation Services	
Supplier Payment	Check	8182	12/7/2022	295.40	Roxbury Spine and Wellness Clinic	
Supplier Payment	Check	8183	12/7/2022	6,971.20	Shrums Pest Control	
Supplier Payment	Check	8184	12/7/2022	31,619.78	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	8185	12/7/2022	3,936.25	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	8186	12/7/2022	2.48	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	8187	12/7/2022	455.18	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	8188	12/7/2022	1,988.00	State of Washington Department of Health - Remit-To: WA Dept of Health	
Supplier Payment	Check	8189	12/7/2022	40.00	State of Washington Department of Licensing - Remit-To: Notary Public Program	
Supplier Payment	Check	8190	12/7/2022	52.67	Stericycle Inc - Remit-To: Stericycle	
Supplier Payment	Check	8191	12/7/2022	1,087.18	Towing & Recovering Services Inc	
Supplier Payment	Check	8192	12/7/2022	3,643.43	Triple J Enterprises	
Supplier Payment	Check	8193	12/7/2022	75.89	United Parcel Service	
Supplier Payment	Check	8194	12/7/2022	338.00	Vancouver Aire LLC	
Supplier Payment	Check	8195	12/7/2022	325.52	W.B. Sprague Co. Inc.	
Supplier Payment	Check	8196	12/7/2022	7,062.00	Washington State Criminal Justice Training Commission	
Supplier Payment	Check	8197	12/7/2022	651.10	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	8198	12/7/2022	3,900.00	Water Systems Consulting Inc	
Supplier Payment	Check	8199	12/7/2022	184.52	Wex Bank	
Supplier Payment	Check	8200	12/7/2022	11,289.38	Xchange Recovery	
Supplier Payment	Check	8201	12/9/2022	7,087.18	Aflac	
Supplier Payment	Check	8202	12/9/2022	5,305.33	AFSCME Local #307	

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	8203	12/9/2022	700.00	IAM Local #1374	
Supplier Payment	Check	8204	12/9/2022	8,261.25	Life Insurance Company of North America	
Supplier Payment	Check	8205	12/9/2022	475.00	MFS Service Center Inc	
Supplier Payment	Check	8206	12/9/2022	4,156.44	OPEIU Local #11	
Supplier Payment	Check	8207	12/9/2022	75.00	OPEIU Local #11	
Supplier Payment	Check	8208	12/9/2022	672.00	Teamsters Local #58	
Supplier Payment	Check	8209	12/9/2022	280.00	UA Local #290	
Supplier Payment	Check	8210	12/9/2022	3,097.80	Western Conference of Teamsters	
Supplier Payment	Check	8211	12/9/2022	1,246.14	Western Metal Industry Pension Plan	
			Check Total	731,709.49		
			Manual Wire Total	8,023,668.28		
			Direct Deposit Total	6,191.41		
			EFT Total	745,900.25		
			12/12/2022	4,124.50	City Payments	Posted 12-05-22 to 12-11-22
			Hansen Total	15,874.44		
			12/12/2022	2,800.00	Miscellaneous	Parks Class Refunds FCC 12-05-22 to 12-11-22
			12/12/2022	2,027.00	Miscellaneous	Parks Class Refunds MCC 12-05-22 to 12-11-22
			VISA Total	4,827.00		
			Payroll Total	4,313,233.56		
			GRAND TOTAL	13,841,404.43		

City of Vancouver
Payroll Council Report
December 5, 2022 - December 11, 2022

Check No.	Date	Explanation	Amount
831 - 860	12/09/22	December 9th Payroll	\$ 12,863.22
174145 - 175940	12/09/22	December 9th Direct Deposits	\$ 4,300,370.34

\$ 4,313,233.56



Staff Report: 199-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/19/2022

SUBJECT System Development Charges Waiver for Affordable Housing

Key Points

- RCW 35.92.380 allows municipalities to partially or fully waive system development charges for housing for low-income persons.
- System Development Charges for affordable housing would only be waived when other non-utility funds are used to pay the SDC fees that are waived.
- The City applied for, and received, state Connecting Housing to Infrastructure Program (CHIP) funding for four affordable housing projects.
- Housing for low-income persons is defined in VMC 20.150.040C as housing affordable to people at 80% AMI, paying no more than 30% of their income toward housing costs.
- The Director of Public Works will be authorized to waive SDCs provided that sufficient grants funds have been secured to fully reimburse the City for any charges waived.

Strategic Plan Alignment

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents

Present Situation

In November 2021, the Washington State Department of Commerce announced a grant opportunity for the Connecting Housing to Infrastructure Program (CHIP). CHIP grants of up to \$2.5M per project were made available for sewer, water or stormwater improvements and/or waived system development charges for new affordable housing projects. The state required that the new housing be affordable to households earning below 80% of area median income for a minimum of 25 years.

The City of Vancouver submitted five applications for CHIP funding:

- VHA – Laurel Manor – \$1,059,085 (awarded February 7, 2022)
- VHA – The Meridian - \$161,907 (awarded February 7, 2022)
- VHA – Fourth Plain Commons - \$345,900 (awarded April 26, 2022, in second round)
- Community Roots – O Street - \$108,207 (awarded October 19, 2022, in third round)

- VHA – Miles Terrace - \$277,885 (not awarded)

For SDC grants, the state requires that the City document that SDC charges will be waived by the City. This proposed program will meet the state's requirement for funding.

Advantage(s)

Additional affordable housing available to people at 80% AMI and below in Vancouver.

Disadvantage(s)

None

Budget Impact

The SDC Waiver program will have no impact on City funding since all System Development Charges will be covered by other federal, state, or other non-utility funding.

Prior Council Review

No prior Council review.

Action Requested

On Monday December 19, 2022, subject to second reading and public hearing, approve the ordinance authorizing SDC Waiver Program for affordable housing when SDC charges will be fully reimbursed by other non-utility funding sources.

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

ATTACHMENTS:

- ▢ SDC Waiver Update Ordinance
- ▢ Presentation

12/05/2022
12/19/2022

ORDINANCE NO. M-_____

AN ORDINANCE relating to waivers of system development charges for affordable housing projects when such charges will be reimbursed by other non-utility funding sources; and providing clauses severability and an effective date.

WHEREAS, pursuant to RCW 35.92.380, municipalities may partially or fully waive system development charges, also referred to as tap-in charges, connection or hookup fees, for housing designated for low-income persons; and

WHEREAS, the City of Vancouver Comprehensive Plan, Housing Policies, Policy H-2 establishes the City's commitment to "[p]rovide affordable housing by formulating innovative policies, regulations and practices, and establishing secure funding mechanisms . . ."; and

WHEREAS, numerous factors have combined to severely limit the production of housing for tenants with lower income; and

WHEREAS, exemption of system development charges will incentivize the development of affordable housing by enabling affordable housing projects to become more economically viable, furthering the production of housing for households with low income; and

WHEREAS, the Legislature, in 2021, authorized the creation of the Connecting Housing to Infrastructure Program (CHIP), which reimburses local governments for waived system development charges.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

SECTION 1. The Director of Public Works or their designee is authorized to waive system development charges that would be imposed pursuant to VMC 14.04.235 for affordable housing projects in the City of Vancouver, provided that sufficient grant funds have been secured to fully reimburse the City for the charges so waived. For purposes of this ordinance, “affordable housing” means the same as “Low-Income Housing,” as defined in VMC 20.150.040C as, “housing for which the monthly housing expense is no greater than thirty percent of eighty percent of the median family income adjusted for family size for Clark County, Washington, as reported by the United States Department of Housing and Urban Development.”

SECTION 2. The Director of Public Works or their designee may adopt such rules and policies as may be necessary in order to implement the system development charge waiver program established pursuant to this ordinance.

SECTION 3. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstance shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not effect or invalidate the remainder of any parts thereof to any person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

SECTION 4. Ratification. Any actions taken prior to the effective date of this ordinance that are not inconsistent with this ordinance, or any of the provisions thereof, are hereby ratified and affirmed.

SECTION 5. Effective Date. This ordinance shall become effective immediately upon adoption.

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read Second Time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmember

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2022

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 3

SUMMARY

ORDINANCE NO. _____

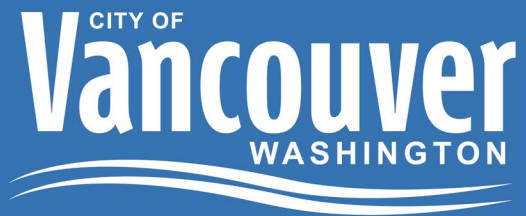
AN ORDINANCE relating to waivers of system development charges for affordable housing projects when such charges will be reimbursed by other non-utility funding sources; and providing clauses severability and an effective date.

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

SDC Waivers for Affordable Housing

December 19, 2022
City Council Public Hearing

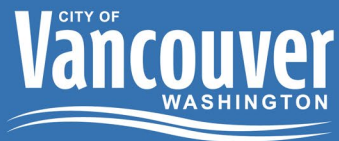
Samantha Whitley
Housing Programs Manager
Economic Prosperity and Housing



The Meridian, 46 units supportive housing

Presentation Overview

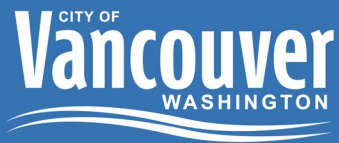
- System Development Charge Waivers
- State CHIP Awards
- Current Projects
- Action Requested



Fourth Plain Commons, 106 affordable units

System Development Charge Waivers

RCW 35.92.380 allows municipalities to waive SDCs for housing for low-income persons (below 80% AMI) as long as a program is established by ordinance.

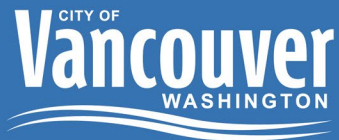


Laurel Manor, 82 units senior housing

State CHIP Awards

“Connecting Housing to Infrastructure Program” grants through WA Dept. of Commerce

- Infrastructure improvement costs
- SDC reimbursement if waived by city



- New state grant opportunity November 2021
- Only available to communities that have made affordable housing a priority with local tax levies
- Vancouver submitted 5 applications, received 4 funding awards, totaling \$1,675,099
- Housing must remain affordable for 25 years

Current Projects awarded CHIP Funding

All CHIP projects also received funding through the Affordable Housing Fund.

Project	SDC award	Infrastructure award
VHA Laurel Manor	\$279,382	\$779,703
VHA The Meridian	\$161,907	
VHA Fourth Plain Commons	\$345,900	
Community Roots O Street	\$33,207	\$75,000



Community Roots – O Street, 10 tiny homes

Requested Action

Approve ordinance authorizing SDC Waiver Program for affordable housing when SDC charges will be fully reimbursed by other non-utility funding sources.



Staff Report: 206-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/19/2022

SUBJECT 2022 Second Supplemental Budget

Key Points

- Budget adjustments are made each year to reflect changes in revenues and expenditures that occur after the biennial budget is adopted.
- This supplemental budget is mostly administrative in nature. It includes a total increase in the City's 2022 appropriation of \$25 million.
- The 2022 Fall supplemental impacts will have no impact on the 2023-2024 Biennial budget, in accordance with state law. The unexpended appropriation will expire at the end of 2021-2022, unless carried forward via a subsequent 2023 supplemental budget action.

Strategic Plan Alignment

The action is reflective of all Strategic Plan Goals.

Present Situation

The second supplemental of 2022 includes mostly administrative items, such as accounting true-ups and dissolution of several funds that are no longer needed. The 2022 Fall supplemental impacts will have no impact on the 2023-2024 Biennial budget, in accordance with state law. The unexpended appropriation will expire at the end of 2021-2022, unless carried forward via a subsequent 2023 supplemental budget action.

The recommended expenditure appropriation increases for the City's Operating and Capital funds included in the 2022 Second Supplemental Budget totals \$25 million. This represents an increase in appropriation in the operating budget of \$24.7 million, and an increase in the Capital budget of \$0.3 million. The net impact on all City resources is decrease of \$15.9 million in City resources.

The total Operating budget appropriation change in the General, Street and Fire funds represents an increase of \$1.44 million. The remaining \$23.24 million increase relates to changes in other operating funds.

Adjustments to the General, Street and Fire funds include an increase of \$0.8 million in the Fire fund to cover the estimated cost of the PTO cash-out, fuel cost increase impact and cost allocation budget true-up. The additional \$0.5 million appropriation increase in the Street fund represents the impact of the recent Development Agreement with one of the property owners on the Waterfront, resulting in \$0.5 million funding for one of the Streets projects in the downtown area.

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

- An increase of \$4.8 million in the Water utility fund to accommodate the increase in utility revenues to allow for a true-up of the utility tax appropriation. This appropriation is fully covered by increased revenues.
- Increase of \$4.9 million in the Risk fund appropriation to adjust for an increase in property and liability claims of \$4.2 million, \$0.5 million increase in the cost of City's insurance premiums and \$0.2 for other minor adjustments.
- Additional budget appropriation for the anticipated projects costs funded by the Affordable Housing property tax of \$4.5 million.
- Increase of \$3.4 million in the appropriations in the various Park Impact fees resulting from consolidation of funds from old districts (2, 3, 4, 6, 7) to the new districts (A, B, C). This is in accordance with the Council direction to close the old districts funds. These are backed by cash balances in those funds.
- Additional budget appropriation of \$2 million is added to the School District Impact Fee Fund due to a stronger construction economy than originally budgeted and a potential for higher SIF revenues than anticipated in the budget. This increase is fully offset by the revenue from developers.
- Increase of \$2 million in the Fire Equipment Fund, to pay for an early purchase of a fire truck. The vehicle cost will be covered by the new property tax levy revenues in 2023.

The total net Capital Budget appropriation of \$0.3 million (including internal transfers) is included in the Second Supplemental of 2022. Expenditures by project are outlined in Attachment C to the ordinance. Below is the project being changed in the Supplemental:

- Parks capital project totaling \$0.3 million for:
 - True-up of project: Ida Bell Jones Park to be funded with parks impact fees.

Advantage(s)

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

Disadvantage(s)

Proposed supplemental recommends spending a net amount of \$15.9 million across all funds.

Budget Impact

Approval of this Ordinance will add \$25 million in additional budget appropriation city-wide. The appropriation will lapse at the end of 2022, unless carried forward through a separate council action in 2023.

Prior Council Review

Adopted 2021-2022 Biennial Budget, approval of Development Agreement with Kirkland on 11/28/22, approval of the levy lid lift to fund increased fire services.

Action Requested

On Monday December 19, 2022, subject to second reading and public hearing, approve the ordinance.

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

ATTACHMENTS:

- ▣ Ordinance
- ▣ Attachment A to the Ordinance of Changes in Appropriation by Fund
- ▣ Attachment C to the Ordinance of Changes in Capital Projects

12-12-2022
12-19-2022

ORDINANCE M-_____

AN ORDINANCE relating to the 2021-2022 Biennial Budget and making various appropriations in various funds; declaring an emergency.

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Supplemental appropriations are needed to meet certain necessary expenditures to be incurred in 2021-2022 which were not and could not reasonably have been foreseen at the time of adoption of the 2021-2022 Budget. As required by RCW 35.34.120, there is hereby set forth in summary form the total adjustments of expenditure appropriations for each separate fund adjusted and the aggregate totals for all such funds combined, as set forth in Attachment "A" of this ordinance. Attachment "C" outlines specific capital projects included in the 2021-2022 City of Vancouver Capital Budget.

Section 2. As reported in SR No. _____ the appropriations made in this ordinance are necessary to meet certain necessary expenditures that will be incurred in 2021-2022 which were not and could not reasonably have been foreseen at the time of adoption of the 2021-2022 Budget; an emergency is hereby declared, and this ordinance shall go into effect immediately upon final passage.

Read first time:

ORDINANCE - 1

PASSED BY THE FOLLOWING VOTE

Ayes: Councilmembers

Nay: Councilmembers

Absent Councilmembers

Read second time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2022.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 2

ORDINANCE SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to the 2021-2022 Biennial Budget and making various appropriations in various funds; declaring an emergency. Supplemental appropriations are needed to meet certain necessary expenditures to be incurred in 2021-2022 which were not and could not reasonably have been foreseen at the time of adoption of the 2021-2022 Budget; providing for an immediate effective date.

ORDINANCE - 3

2022 Second Supplemental Budget Appropriation by Fund

2022 Budget Adjustment

Operating Budget

General, Street, and Fire Funds

General Fund	96,414
Fire Fund	806,698
Street Funding Initiative - Operating Fund	537,500
Total General, Street, and Fire Funds	1,440,612

Special Revenue Funds

Affordable Housing	4,555,000
Parkhill Cemetery Improvement Fund	2,000
Criminal Justice Fund	10,000
REET 1 (2002 Special Revenue Fund)	80,000
Fire Equipment Fund	1,949,269
Emergency Ambulance Services Contract Admin Fund	3,942
PIF - Acq District 2	353,066
PIF - Acq District 3	95,963
PIF - Acq District 4	2,400,173
PIF - Acq District 7	526,938
Impact Fees - School Districts	2,000,000
PIF - District 6	20,100

Enterprise Funds

Surface Water Management Fund	350,000
Water Utility Fund	4,800,000
Parking Services Fund	736,572

Internal Service Funds

Facilities Asset Management and Replacement Reserve	1,500
Self-Insured Worker's Comp & Liability Fund	4,858,300
Self-Insured Health Insurance Fund	500,000

Fiduciary Funds

SW Washington Regional SWAT Team Fund	5,632
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Total Other Funds Expense Budget 23,248,455

Total Operating Expense Budget 24,689,067

Capital Budget

Capital Project Funds

Parks Construction Fund (Capital Projects only)	160,000
Total Capital Project Funds	160,000

2022 Budget Adjustment**Capital Funding Transfers Supporting COV Capital Projects Budget**

PIF - Acq District 1	86
PIF - Acq & Dev District 2	(281,608)
PIF - Acq & Dev District 3	(76,047)
PIF - Acq & Dev District 4	(2,347,755)
PIF - Acq & Dev District 7	241,269
PIF - District A	160,000
PIF District B	40,253
PIF - District C	2,423,802

Total Transfers for Capital	160,000
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Total Capital Expense Budget	320,000
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Total Operating and Capital Expense Budget	25,009,067
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City of Vancouver

Attachment C

2022 Second Supplemental Capital Projects by Group

Capital Group	Project Name	2022 Second Supplemental
Parks	Ida Bell Jones Park Development	160,000
Parks Total		160,000
Grand Total		160,000



Staff Report: 198-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/19/2022

SUBJECT Approval of 2023 Council Meeting Schedule

Key Points

- Council Policy 100-32 (City Council Meetings) calls for the annual Council meeting schedule to be approved by the City Council.
- The annual meeting schedule and calendar identify all Regular and Consent Agenda meetings, as well as scheduled holidays and breaks.
- Following Council adoption of the meeting schedule, City staff will publicly notice the full schedule and post the annual calendar on the City's website.

Strategic Plan Alignment

N/A

Present Situation

City staff develops and publishes the annual Council meeting schedule and calendar every fall for the following year. Council Policy 100-32 includes a provision for Council adoption of the upcoming annual Council meeting schedule by the first meeting of December each year.

The annual schedule identifies the date, time and type of each Council meeting, as well as any Mondays when the Council will not meet. Per Council policy, the Council meets every first, second, third, and fourth Monday of each month, excluding any City-recognized holidays that fall on a Monday. Per City Charter, Council must meet at least twice per month for Regular meetings, which will typically fall on the first and third Mondays; Consent Agenda meetings fall on the second and fourth Mondays, unless otherwise pre-empted by a Regular meeting and identified as such on the approved schedule. Informational workshops may be held, as needed, before any Council meeting. The specific time and topic for each workshop will be identified on the published agenda for a given meeting date. Community Forums will be held four times per year, approximately coinciding with the last Consent Agenda meeting in each quarter of the year and at additional meetings as noticed and announced. The format of these Community Forums may vary from quarter to quarter and will be conducted in accordance with Ground Rules announced in advance

of the meeting notice and/or by the Presiding Officer at the beginning of the meeting.

The 2023 Council schedule includes 24 Regular Council meetings, 12 Consent Agenda meetings and 4 Community Forums. All City Council meetings will begin at 6:30 p.m., per Council Policy 100-32. Workshops will be held between 4:00 and 6:00 p.m., unless otherwise noted on a published agenda.

Subject to Council approval, the 2023 annual schedule will be publicly noticed in The Columbian newspaper, and the calendar will be posted on the City's website and distributed to the media and all City departments. Copies of the printed Council meeting calendar may be requested by contacting the Council Assistant at 360-487-8600.

Any cancellations or changes to the annual schedule, or the addition of Council retreats or other special Council meetings, will be advertised in accordance with Council Policy and the Washington Open Public Meetings Act.

2023 Annual Meeting Schedule

All meetings begin at 6:30 p.m. | Workshops 4:00-6:00 p.m. (subject to change)

1/2/2023	No Meeting - holiday (New Year's Day observed)
1/9/2023	Regular Meeting
1/16/2023	No Meeting - holiday (Martin Luther King Jr. Day)
1/23/2023	Regular Meeting
1/30/2023	No Meeting - 5th Monday
2/6/2023	Regular Meeting
2/13/2023	Consent Agenda
2/20/2023	No Meeting - holiday (Presidents Day)
2/27/2023	Regular Meeting
3/6/2023	Regular Meeting
3/13/2023	No Meeting - no quorum
3/20/2023	Regular Meeting
3/27/2023	Community Forum
4/3/2023	Regular Meeting
4/10/2023	Consent Agenda
4/17/2023	Regular Meeting
4/24/2023	Consent Agenda
5/1/2023	Regular Meeting
5/8/2023	Consent Agenda
5/15/2023	Regular Meeting
5/22/2023	Consent Agenda
5/29/2023	No Meeting - 5th Monday & holiday (Memorial Day)
6/5/2023	Regular Meeting
6/12/2023	Community Forum
6/19/2023	No Meeting - holiday (Juneteenth)
6/26/2023	Regular Meeting
7/3/2023	Regular Meeting
7/10/2023	Consent Agenda

7/17/2023	Regular Meeting
7/24/2023	No Meeting - Mid-Year Break
7/31/2023	No Meeting - 5th Monday
8/7/2023	Regular Meeting
8/14/2023	Consent Agenda
8/21/2023	Regular Meeting
8/28/2023	Consent Agenda
9/4/2023	No Meeting - holiday (Labor Day)
9/11/2023	Regular Meeting
9/18/2023	Regular Meeting
9/25/2023	Community Forum
10/2/2023	Regular Meeting
10/9/2023	Consent Agenda
10/16/2023	Regular Meeting
10/23/2023	Consent Agenda
10/30/2023	No Meeting - 5th Monday
11/6/2023	Regular Meeting
11/13/2023	Consent Agenda
11/20/2023	Regular Meeting
11/27/2023	Consent Agenda
12/4/2023	Regular Meeting
12/11/2023	Community Forum
12/18/2023	Regular Meeting
12/25/2023	No Meeting - holiday (Christmas Day)

Advantage(s)

1. Provides Council with an opportunity to review the upcoming annual meeting schedule prior to publishing
2. Increases transparency and public awareness of when the Council regularly meets

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

Amendments to Council Policy 100-32 were last adopted on June 6, 2022 (Res. M-4172).

Action Requested

Approve the 2023 annual City Council meeting schedule.

Sarah Dollar, Assistant to the City Council, 360-487-8641

ATTACHMENTS:

- ▯ Council Calendar 2023

Vancouver City Council

2023 Meeting Calendar



January

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March

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			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April

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9	10	11	12	13	14	15
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23	24	25	26	27	28	29
30						

May

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28	29	30	31			

June

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18	19	20	21	22	23	24
25	26	27	28	29	30	

July

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16	17	18	19	20	21	22
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30	31					

August

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September

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					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December

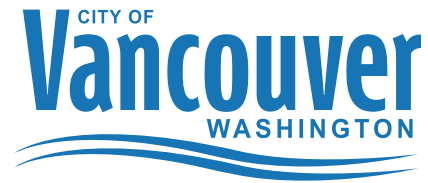
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Regular Meeting
Consent Agenda Meeting
Community Forum
Holiday/5th Monday—No Meeting (see details on back)

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

Vancouver City Council

2023 Meeting Calendar



Unless otherwise advertised, City Council meets at 6:30 p.m., every 1st through 4th Mondays every month in the *Council Chambers at Vancouver City Hall, 415 W. 6th Street, Vancouver, WA.

- **Regular Meetings**, which may or may not include public hearings, are held on the 1st and 3rd Mondays.
- **Consent Agenda Meetings** are held on the 2nd and 4th Mondays.
- **Community Forums** are held four times per year with the format varying from quarter to quarter and ground rules will be announced.

Council does not meet on 5th Mondays or on most federally recognized holidays. City Charter requires Council to hold at least two Regular Meetings per month. In the event a holiday falls on a Regular Meeting date, that Regular Meeting will be held the following Monday in lieu of a Consent Agenda meeting.

2023 Monday Holidays—No Council

Jan. 2—New Year's Day (observed)

Jan. 16—Martin Luther King Jr. Day

Feb. 20—Presidents Day

May 29—Memorial Day

June 19—Juneteenth

July 24—Mid-Year Break

Sept. 4—Labor Day

Dec. 25—Christmas; End of Year Break

2023 5th Mondays—No Council

Jan. 30

May 29

July 31

Oct. 30

Additional 2023 Holidays— City Offices Closed

Tues., July 4—Independence Day

Fri., Nov. 10—Veteran's Day

Thurs., Nov. 23—Thanksgiving Day

Fri., Nov. 24—Native American Heritage Day

Anne McEnery-Ogle, Mayor

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

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