

February 1, 2021 -

Vancouver City Council Meeting Minutes

WORKSHOPS

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

4:30-5:00 p.m. Chapter 13.04 VMC Amendments - City Cemetery Code

Bill Bjerke, Operations Superintendent, 360-487-8245; Dan Lloyd, Assistant City Attorney, 360-487-8500

Summary

Staff provided Council with an overview of proposed amendments to the City's cemetery code, to be considered for action at an upcoming Council meeting.

5:00-6:00 p.m. Affordable Housing Fund Program Update

Peggy Sheehan, Community Development Programs Manager, 360-487-7952

Summary

Staff provided Council with an update on the status of the Affordable Housing Fund program and proposed potential changes to the program in the future.

REGULAR COUNCIL MEETING

This meeting was conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting via the live broadcast on www.cvtv.org 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 and Public Hearing items were also facilitated via the GoToMeeting conference call.

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 remotely over video conference.

Present: Councilmembers Fox, Paulsen, Lebowsky, Glover, Stober, Hansen, Mayor McEnerny-Ogle

Absent: None

Also present on the call were the following: Eric Holmes, City Manager; Jonathan Young, City Attorney; Amanda Delapena, Assistant to the City Council; Brian Carlson, Interim Deputy City Manager; Patrick Gilbride, IT Director; Michelle Henry, Senior Civil Engineer; Rebecca Kennedy, Long Range Planning Manager; Aaron Lande, Program and Policy Manager; Ryan Lopossa, Streets and Transportation Manager; Jason Nortz, Development Review Manager; Cara Rene, Communications Director; Bryan Snodgrass, Principal Planner; and members of the public.

Approval of Minutes

Minutes - January 11, 2021

Motion by Councilmember Stober, seconded by Councilmember Glover, and carried unanimously to approve the meeting minutes of January 11, 2021.

Citizen Communication (Items 1-7)

Mayor McEnerny-Ogle opened Citizen Communication and received the following testimony:

- Jamie Howsley, representing the applicant for Item 5, stated he was available to answer any Council questions and noted the Council had approved similar requests for other projects in December.

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

Consent Agenda (Items 1-7)

Council requested Item 5 be pulled for separate discussion, as summarized below.

Councilmember Stober noted that requests to adjust the Evergreen school impact fees have come up a couple of times now and asked staff when the Council would be discussing the policy issue of impact fee vesting. Jason Nortz, Development Review Manager, stated the Planning Commission would be discussing the issue in late February and throughout March, and staff is targeting late April and early May to bring the matter back before Council.

Motion by Councilmember Stober, seconded by Councilmember Lebowsky, and carried unanimously to approve the Consent Agenda.

1. Award of bid for the Daniels (27th St - 34th St) Water Main Replacement (IT B 21-03)

Staff Report 018-21

Summary

This project will install approximately 2,300 feet of 8-inch water main to replace aging 4-inch steel pipe systems in Daniels Street from West 27th Street to West 34th Street. The existing pipes are 100 years old, and have a maintenance history which indicates they are in need of replacement. Replacement will improve the pipeline integrity, reliability, and increase fire flow. Pavement restoration will be completed to restore the roadway where utility work occurs.

On January 11, 2021, the City received ten bids for the subject project. The bids ranged between \$357,369.86 and \$456,543.79. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
<i>Halme Excavating, Inc., Battle Ground, WA</i>	<i>\$357,369.86</i>
<i>Civilworks NW, Inc., Vancouver, WA</i>	<i>\$389,603.76</i>
<i>Odyssey Contracting, Yacolt, WA</i>	<i>\$396,871.43</i>
<i>Nutter Corporation, Vancouver, WA</i>	<i>\$397,060.22</i>
<i>Tapani, Inc. Battle Ground, WA</i>	<i>\$398,551.13</i>
<i>CatWorks, LLC, Vancouver, WA</i>	<i>\$401,168.28</i>
<i>Advanced Excav Spec, LLC, Longview, WA</i>	<i>\$422,246.68</i>

<i>Rotschy, Inc., Vancouver, WA</i>	<i>\$436,632.63</i>
<i>Folden Construction, Vancouver, WA</i>	<i>\$456,543.79</i>
<i>Carlson Testing</i>	<i>Non-responsive</i>
<i>Engineer's Estimate</i>	<i>\$410,000.00</i>

Halme Excavating, Incorporated of Battle Ground, Washington, is the lowest responsive and responsible bidder, and has successfully completed utility construction projects of this magnitude during the last three years.

Request: On February 1, 2021, award a construction contract for the Daniels St (W 27th St – 34th St) Water Main Replacement project to the lowest responsive and responsible bidder, Halme Excavating, Inc. of Battle Ground, Washington, at their bid price of \$357,369.86, which includes Washington State sales tax; authorize the City Manager or designee to execute the same; and authorize the City Manager to approve any legal action necessary to enforce the terms of the same.

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

Motion approved the request.

2. **Interlocal Agreement with C-TRAN regarding Mill Plain Bus Rapid Transit Fiber Optics**

Staff Report 019-21

Summary

C-TRAN is currently advancing a project to construct a new BRT line along Mill Plain Blvd that will provide service between downtown Vancouver (Turtle Place) and a new transit center to be located near SE 184th Avenue and Mill Plain Blvd within the Columbia Tech Center complex.

The BRT system relies on fiber optic cable to maintain communications with the BRT stations along the corridor. The City currently maintains a fiber optic system along the BRT corridor but it does not have sufficient capacity for C-TRAN's needs.

Pursuant to the Intergovernmental Agreement, C-TRAN will replace the existing fiber optic cable with a new 144-strand cable system. C-TRAN will be provided access to 48 strands of fiber optic cable with the remaining 96 strands to be used by the City and its partnering agencies including WSDOT and Clark County. The City will maintain ownership of the entire fiber optic system.

Request: Authorize the City Manager to execute the Intergovernmental

Agreement with C-TRAN for the Mill Plain BRT Fiber Optic Project.

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

Motion approved the request.

3. Interlocal Agreement with C-TRAN regarding Mill Plain Bus Rapid Transit Stations

Staff Report 020-21

Summary

C-TRAN is currently advancing a project to construct a new BRT line along Mill Plain Blvd that will provide service between downtown Vancouver (Turtle Place) and a new transit center to be located near SE 184th Avenue and Mill Plain Blvd within the Columbia Tech Center complex.

The BRT system includes 37 stations where riders can gain access to the BRT line. The stations include weather protection, seating, pay stations, and real-time information that informs riders as to when they can expect the arrival of the next BRT vehicle. The stations will be located entirely within existing and/or new City street right-of-way.

Request: Authorize the City Manager to execute the Intergovernmental Agreement with C-TRAN for the Mill Plain BRT Stations.

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

Motion approved the request.

4. Interlocal Agreement with C-TRAN regarding Mill Plain Bus Rapid Transit Signal Priority

Staff Report 021-21

Summary

C-TRAN is currently advancing a project to construct a new BRT line along Mill Plain Blvd that will provide service between downtown Vancouver (Turtle Place) and a new transit center to be located near SE 184th Avenue and Mill Plain Blvd within the Columbia Tech Center complex.

Transit Signal Priority (TSP) is a feature that allows a transit vehicle to have

signal priority during periods of heavy traffic volume. This enables the transit vehicle to stay on schedule, even during peak hour volumes. Many of the existing signals along the BRT corridor are equipped with TSP integration.

Pursuant to the Intergovernmental Agreement, C-TRAN will add TSP integration to 13 additional traffic signals along the BRT corridor. C-TRAN will pay for the TSP equipment and the cost to integrate the equipment into the City's traffic signal system. C-TRAN will also reimburse the City for ongoing maintenance of the TSP system. the TSP hardware will become the property of C-TRAN whereas the remainder of the traffic signal system will remain the property of the City.

Request: Authorize the City Manager to execute the Intergovernmental Agreement with C-TRAN for the Mill Plain BRT TSP system.

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

Motion approved the request.

5. Adjustment to Evergreen School District Impact Fees - Four Seasons Apartments Phase II

Staff Report 022-21

A RESOLUTION approving the reduction of school impact fees (SIF) for the Four Seasons Phase II Apartment Project pursuant to Vancouver Municipal Code Section 20.915.020(C).

Summary

The City's impact fee program requires school districts to prepare and adopt CFPs meeting the specifications of the Growth Management Act (GMA) and City ordinances. Impact fees are calculated in accordance with the local jurisdiction's formula, which is based on projected school facility costs necessitated by new growth contained in the District's CFP. The formula allocates a portion of the cost for new facilities to the single family and multi-family house that create the demand (or need) based on a student factor, or the average number of students who live in new single family and multi-family homes. The formula also provides a credit for state match and Bond Proceeds (or property taxes).

In December 2019 the City Council adopted the Evergreen Public Schools Capital Facilities Plan 2019-2025 as part of the annual Comprehensive Plan and zoning map corrections, and text changes. The current SIF is listed on page 14 in the attached Evergreen School District Capital

Facilities Plan and is reflected within VMC Table 20.915.060-1 School District Impact Fees. The SIF for multi-family development decreased by approximately 50% per multi-family unit from \$7,641 to \$3,753 and the SIF for single family developments increased by approximately 5% per single family unit from \$6,100 to \$6,432.

Importantly, while the City Council establishes the school impact fees by ordinance, it merely collects such fees from developers on behalf of the school districts.

The City recently received a request from an approved multi-family project to reduce the impact fee amount that was assessed under the previous Evergreen Public Schools CFP. The project details are shown below:

1. Four Seasons Apartments Phase II - 92 unit development located at 11211 NE 20th St.

Although 92 units comprise the total unit count for the project, the developer submitted their request to reduce the impact fee amount on December 11, 2020, after which time 10 units had already been paid for and the associated building permits issued. It is the City's position that because the building permits for these units have been issued and the impact fees remitted to the school district these units should not be included with this request. Staff recommends approval of the new, lower fee for 82 units only.

There has also been discussion centering around single family units that are part of developments that include both multi-family and single family development. The City has received feedback from the Evergreen School District (the District) in regard to this matter. The District believes that if the City moves forward with the request to reduce the SIF associated with this and other future developments that the adjustment should be applied to all the units of a project not just reduced multi-family fee. The Four Seasons Apartments Phase II project includes only multi-family units.

Per VMC 20.915.020.C, the impact fee for new multi-family development is calculated at the time of site plan approval and due and payable at time of building permit issuance. The project noted above received site plan approval on March 12, 2019, prior to the current Evergreen Public Schools CFP being adopted. The development subsequently applied for building permits in 2020. As a result, the project would be required to pay the older Evergreen SIF of \$7,641/unit that was in place at the time of site plan approval.

VMC 20.915.070.C further allows the development approval authority setting the impact fee, upon application by the developer, to reduce or eliminate such fee if it is shown that the formulae contained in Sections VMC 20.915.060 School Impact Fees does not accurately reflect traffic,

park, or school impacts, respectively. The City Council is the authority that sets the impact fees.

The proponent of the development is requesting that City Council reduce their SIF to the 2020 impact fee amount reflected in the current Evergreen Public Schools CFP because it is their position that the 2020 impact fee amount most accurately reflects that cost of the public school facility impacts.

In addition to the feedback noted above from the District, it is the District's position that the three requests that have been received to date should not be viewed as merely a request to recalculate impact fees. These requests suggest a change in the City's municipal code regarding the timing of calculating and collecting impact fees. The District would support a policy change to bring impact fee assessment and collection closer together. The City will be pursuing possible code amendments in the coming months. City staff including Parks, Transportation and CED will be discussing this issue during an upcoming Planning Commission workshop on February 23, 2021. Staff will also be engaging affected stakeholders prior to the Planning Commission meeting. The goal is to have this item back before the City Council for discussion in late April/early May.

Request: Adopt a resolution approving the request to reduce the impact fee to the current 2021 Evergreen Public School impact fee for the Four Seasons Apartment Phase II project.

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

Motion adopted Resolution M-4119 to approve the request.

6. Appointment to the City Center Redevelopment Authority

Summary

The City Center Redevelopment Authority (CCRA) is appointed by City Council to oversee downtown redevelopment consistent with the Vancouver City Center Vision (VCCV) Plan. The board advises the mayor and city council on public-private partnerships, public assistance to private developments, and the business aspects of redevelopment projects and agreements in downtown Vancouver.

Committee 2 recently interviewed three candidates for one upcoming vacancy on the CCRA and recommends the appointment of Michi Slick. Her appointment would begin immediately and expire December 31, 2024.

Request: Appoint Michi Slick to the City Center Redevelopment

Authority, term beginning immediately and expiring December 31, 2024.

Council Committee 2

Motion approved the request.

7. Approval of Claim Vouchers

Request: Approve claim vouchers for February 1, 2021.

Motion approve claim vouchers for February 1, 2021, in the amount of \$6,692,103.08.

Public Hearings (Item 8)

8. Proposed Comprehensive Plan and Zoning map designation change - Gregory Landing

Staff Report 003-21

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending Vancouver Comprehensive Plan and zoning map designations for property at 7401 NE 18th Street, tax lot 29378002; providing for severability; and establishing an effective date.

Summary

The applicant indicates that development of a 48-unit townhome development will be proposed if the map designation change is approved, consisting of 3-4 bedroom units. In 2019, prior to the rezone application, the applicant obtained preliminary approval for a 125-unit mixed use market rate apartment building.

The Planning Commission unanimously recommended approval at an October 27 public hearing, finding that the applicant's market study (see page 13 of hearing staff report) demonstrated there is sufficient existing commercial development and undeveloped commercial land in the surrounding area, and the proposed change would allow for likely future development of attached 3-4 bedroom townhomes which would expand rental opportunities for families in the area. One person testified at the Planning Commission hearing requesting more information about community benefits and how to ensure they are realized by future development that occurs following zone changes.

As noted previously, citywide there were 533 acres of vacant or underutilized commercially zoned land in 2018 according to the most recent Clark County modeling data available here, along with 1,192 acres of vacant or underutilized residential land. Local rezoning history was also considered by the Planning Commission in their review of this proposal, with data showing a recent trend towards proposed conversions of employment land to residential, but, with the exception of this year's Vancouver Innovation Center (VIC) proposal, in amounts that were small relative to available land supplies even when considered in the aggregate.

The following additional information has been gathered by staff:

- There are currently 1.26 jobs per dwelling unit in the City of Vancouver, with unincorporated Clark County and the small cities all registering less than one job per household. See Attachment A. Historically employment has tended to concentrate somewhat more closely near a metropolitan region's core than population. King County data also included in Attachment A indicates the strength of that region's economy, as well as the impacts of relatively newer suburban job growth. Most of the King County jurisdictions have higher jobs-to-housing ratios than Vancouver, with some of the suburban cities also well ahead of Seattle.*
- Both jobs and housing are needed in healthy communities. Higher levels of jobs to housing are generally associated with better fiscal and economic health, and lesser transportation impacts with fewer long work commutes outside the jurisdiction. More jobs and fewer housing units can have negative impacts on housing accessibility and affordability. Neither Vancouver's Comprehensive Plan nor CREDC's Clark County Comprehensive Economic Development Plan proscribe a specific jobs-to-housing target ratio.*
- Immediately available studies on jobs-to-housing balance focus on the transportation rather than economic and fiscal implications, and in that context some suggest ratios in the range of 1.3 to 1.5 jobs per housing unit generally represent balance, depending heavily on local circumstances. See here and here.*

Fully estimating whether Vancouver has adequate land supplies and policies to meet future economic needs requires a more thorough analysis, which will be incorporated in the next full Comprehensive Plan update scheduled to begin in 2022 and be completed by 2025.

Complicating the issue is the need to assess future implications of the pandemic, the sharing economy, e-commerce and new transportation technology, among other trends evident since the current Comprehensive

Plan was adopted in 2011.

City criteria for evaluating the proposed rezone call for comparison of likely development under the existing and proposed designations. If the current CC zoning is maintained, it is unknown whether the property would develop for commercial and residential mixed use as proposed by the applicant in 2019, or commercial only. If R-22 zoning is established, it is likely but not certain to develop as attached 3-4 bedroom townhomes. The relative citywide prevalence or scarcity of 3-bedroom rental units was also considered by the Council as part of the recent 112th Avenue rezone, with relevant information available [here](#).

Request: On Monday, February 1, 2021, subject to second reading and public hearing, approve the ordinance.

Bryan Snodgrass, Principal Planner, 360-487-7946

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

Bryan Snodgrass, Principal Planner, provided an overview and background of the proposed map amendment.

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

- Glen Yung, Vancouver, spoke in support of the request, but stated the City needs a more comprehensive and real-time understanding of the development landscape in Vancouver.
- Eric Hovee, Vancouver, stated he had completed a market analysis (attached) on behalf of the applicant and concluded the proposed rezone will not adversely impact the economic opportunities in the area, as the need for retail space has been decreasing and even more so due to the pandemic. He stated this area is already well served by retail services, and other vacant or partially vacant spaces are still available.
- Steve Horenstein, representing the applicant, thanked the Council for bringing this matter to public hearing, and summarized the legal policy and code analysis he had submitted to the Council in a memorandum (attached). He noted this developer is community based and has been contributing to the local housing stock, stating this request is not a case of giving up commercial space for residential, but choosing which type of residential housing is allowed.

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

Councilmember Fox asked if there is a reason the project is being proposed

as rental housing rather than homeownership. Mr. Horenstein stated it is primarily because it is less expensive for a tenant to get into and rent a four-bedroom unit than to buy one. Councilmember Fox asked what kind of guarantees would be included to ensure the project continues to move forward as rental units. Mr. Horenstein stated the pre-application had been submitted but the project cannot move forward without Council approval of the rezone request. He stated the developer has decided this is the best project for the market, and there is not much doubt they will build it, as they have committed to the expense of taking the project through the Comprehensive Plan review process.

Councilmember Paulsen stated his concern from the beginning of this annual review process has been the broader issue of the available land for jobs versus housing in the city. He stated this particular project is not concerning, but the Growth Management Act (GMA) calls for local jurisdictions to take all rezone requests at once in order to consider the big picture. He stated the City needs a broader lens and to set goals pertaining to the jobs-housing land balance. He stated he would support this particular project, but requested the City and Council take a broader look at land inventory sooner than 2022-2025 when the Comprehensive Plan will be reviewed.

Councilmember Stober agreed with Councilmember Paulsen, and also expressed frustration that the Comprehensive Plan is a point-in-time snapshot, rather than a living document that can change as the development landscape changes. He asked staff to think about how the Comprehensive Plan could be more adaptable rather than being relevant only at the time it is reviewed and amended.

Motion by Councilmember Hansen, seconded by Councilmember Glover, and carried unanimously to approve Ordinance M-4328.

Communications

A. From the Council

B. From the Mayor

a. Interstate Bridge Replacement Program - Executive Steering Group Update

Aaron Lande, Program and Policy Manager, and Rebecca Kennedy, Long Range Planning Manager, provided Council with an update and summary of the most recent meeting of the Interstate Bridge Replacement Program Executive Steering Group.

C. From the City Manager

Adjournment

7:19 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Meetings of the Vancouver City Council are electronically recorded on audio and video. The audio files are kept on file in the office of the City Clerk for a period of six years.



MEMORANDUM

To: Phil Wuest – General Counsel
Ginn Group, LLC

From: Eric Hovee

Subject: Gregory Townhome Apartment Market Update

Date: January 20, 2021

As part of the City of Vancouver's 2020 Annual Review process, Ginn Group, LLC has proposed a comprehensive plan and zone map designation change for a 2.67 acre parcel situated at 7401 NE 18th Street in Vancouver from Commercial/CC to Urban High Density/R-22. The site is already fully entitled for a 130-unit apartment building, including 5 live-work units under the City's mixed-use provisions of the commercial code.

The comprehensive plan and zone change initially contemplated a 39-unit attached single-family residential unit development at a net density of 18.1 units per acre. Due to rapidly changing market, site planning and financing dynamics including the COVID pandemic, the applicant, if successful with the designation modification request, has modified its approach and now desires to build 50 four-bedroom workforce-forward townhome apartments. This revised layout has been through a City pre-application conference.

Subsequent to an initial market evaluation of July 6, 2020, Ginn has again retained the economic and development consulting firm E. D. Hovee & Company, LLC to update the prior market analysis, focused on addressing **three questions**:

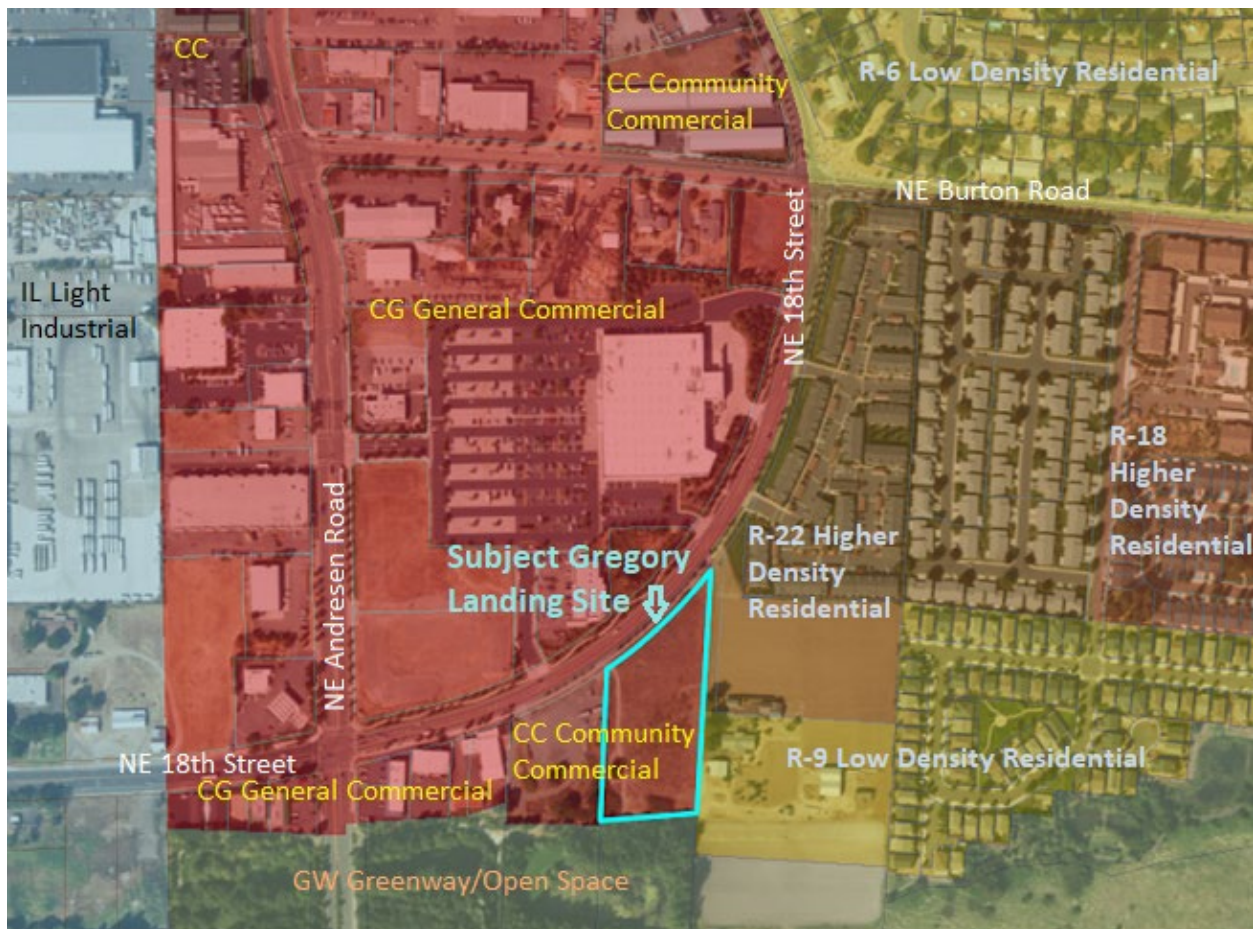
- Will the proposed land use redesignation adversely affect commercial development opportunities either nearby or city-wide?
- What is the market opportunity for 4-bedroom rental housing? And why is it important?
- Consistent with economic change underway, what subsequent steps might the City consider with the upcoming update of its Comprehensive Plan, especially with regard to the Fourth Plain Corridor?

This market update starts by briefly reviewing the site context for the Gregory Townhome project. This is then followed by analysis addressing each of the three above questions, in turn.¹

SITE DESCRIPTION

As illustrated by the map shown below, the subject 2.67 acre Gregory Landing townhome apartment site is situated on NE 18th Street, just east of NE Andresen Road – as the street curves up behind a WinCo Foods grocery to the current connection with NE Burton Road.

Site Location & Current Zoning



Source: Clark County GIS and Ginn Group.

As noted in the earlier July report, the subject site zoned CC Community Commercial adjoins CG General Commercial property on the north side of NE 18th Street. The subject property is also proximate to residential sites zoned for R-22 Higher Density Residential and R-9 Low Density Residential sites immediately east, and by GW Greenway/Open Space zoned land to the south.

Nearby uses include a smaller multi-tenant occupied and vacant retail development plus a large WinCo Foods store on the north side of NE 18th Street, vacant land both immediately east and west, a Glacier Dessert shop, U.S. Testing Equipment facility and Domino's Pizza store further west, and the R-22 zoned Addison Apartments to the northeast. There are also several vacant commercially zoned sites in the immediate vicinity, discussed later in this report.

EFFECT OF CONVERSION ON COMMERCIAL OPPORTUNITY

Consistent with earlier analysis as conducted by E. D. Hovee for the Ginn Group in July 2020, the market for Community Commercial (CC) related development of the subject site is:

....extremely limited now and for the reasonably foreseeable future due to shrinking demand for *brick-and-mortar* commercial space leading up to and now exacerbated by the current pandemic and economic recession. There also are nearby vacant commercial sites that will be more market viable if and when demand for new commercial space materializes.²

This prior analysis of ½ year ago is further reinforced by the subsequent experience of recent months, with key observations for retail and office demand summarized as follows.

Retail Demand

Development of the CC-zoned area in which the Gregory site is located has been predominantly for retail and consumer service-related businesses. These uses are the primary focus to assess further commercial development potential going forward. Our assessment has been that re-designation of the subject site from CC to R-22 Higher Density Residential is unlikely to affect commercial development opportunities either nearby or city-wide for several reasons:

- Nationally and regionally, ***brick-and-mortar* retail-related demand has been waning** due to the incursion of e-commerce prior to 2020. This shift has continued and intensified with the pandemic and economic downturn. There are retail types that have benefitted through the pandemic, notably well-capitalized, tech-savvy, and large format stores (as with grocery, discount merchandise and home improvement goods) – all of which tend to require sites much larger than the 2.67 acre subject property.
- Smaller **independent retail has borne the brunt of economic dislocation** – particularly restaurants and experience-based venues. For example, through the 2nd quarter of this year, 25% of small businesses located in multi-tenant centers were not keeping up with lease payments while collections were close to 90% for larger essential retailers more often situated in stand-alone locations.³
- Regionally, **retail demand for the Portland-Vancouver metro area continues on a downward trajectory**. Even before the pandemic, as of late 2019, the metro region had less retail space inventory than two years previously. The pace of negative space absorption has continued through 2020. In just this initial ½ year period since economic effects of the pandemic were first experienced, vacant retail space regionally has increased by over 500,000 square feet.⁴
- **More retail vacancies** can be expected going forward, especially for businesses affected by continuing operating restrictions and/or as existing leases come up for renewal. The more viable business tenants are also gravitating to higher trafficked sites and away from more marginal and lesser trafficked or less visible locations.

- Even though Clark County continues to experience considerable sales leakage to Oregon, the nearby Vancouver Mall/Andresen area remains the most highly retailed area in Clark County with little evidence of further reductions in county-wide retail sales leakage. **Local residents experience the best opportunity for access to stores and services of any location in the county.** County-wide, the inventory of retail space has remained largely unchanged in the last several years. New development has been essentially offset by removal of older or poorly located space from the market.⁵
- As documented by the earlier July 2020 analysis, a review of vacant sites within the immediate vicinity surrounding the subject Gregory property indicates that there are ample and better sites for added commercial use in the future if demand warrants. As illustrated by the following map, six CC and GC zoned and completely vacant parcels within the immediate vicinity comprise a total **10.8 acres of undeveloped property.**

Vacant Commercial Parcels & Associated Acres



Sources: Sources: Clark County GIS per E. D. Hovee memorandum *Market Evaluation – Gregory Landing Residential Plan/Zone Change*, July 6, 2020. Acreages of vacant commercial parcels are shown in yellow. Subject Gregory Landing site is outlined in blue.

- **Another three sites are partially vacant.** One is the commercial portion of a larger industrial tax parcel, a second is situated on a vacant portion of a site partially occupied by Starbucks and Subway stores, and the third is the partially vacant portion of a site – the front part of which is occupied by a NAPA auto parts store.

- Finally, vacant land sites with direct frontage on NE Andresen and NE 25th Street are associated with land values about double those of sites situated away from the main traffic corridors on the curve of NE 18th (as with the subject property). If and when demand for commercial space construction re-surfaces, the **subject site is likely to be one of the last to be benefitted due to the presence of higher visibility and more commercially viable vacant land parcels with more direct access and visibility to the Andresen travel corridor.**

Office Demand

While the CC-zoned area that encompasses the Gregory site has been predominantly focused on retail and related service business, the question could be raised as to whether and under what conditions the subject property might be viable for office development. The answer appears to be no, both for reasons of **inadequate demand and limited site suitability**. As reported by the commercial real estate firm Jones Lang LaSalle Americas, Inc (JLL) in analysis conducted in late 2020 for the City of Vancouver:

The COVID-19 Pandemic has stunted growth and leasing volume for suburban and flex office space throughout the Portland Metropolitan area..... absorption has been minimal to negative since 2015. What's more, suburban office rents have not kept pace with construction costs, eliminating the potential for speculative office development in the suburbs as developers struggle to make their projects 'pencil'.⁶

A related factor of significance is that for much of America and Vancouver, the **office of the future for much of the workforce more of the time will be from the home** rather than the traditional office building workplace. This can be expected to significantly dampen office demand for at least the near-term future.

If and when office demand strengthens, the subject site is not likely to be a strong contender as an office location. This is because office investments are typically made in proximity to other surrounding concentrations of office activity. **The Andresen area does not have this existing critical mass of office employment** as a base from which to attract other complementary office investment in the future. However, the proposed 50-unit townhome development can serve to support the objective of increased workforce capacity, a topic to which this report now turns.

MARKET OPPORTUNITY FOR 4-BEDROOM RENTAL HOUSING

With 4-bedroom townhomes, Ginn Group is proposing a rental apartment product that is relatively unknown both locally and nationally. However, this concept can be expected to become more mainstream as a result of the pandemic and economic downturn, persisting longer term as the *new, new normal* unfolds.

Market Context

As a leading source of apartment data for the Portland-Vancouver metro region, Multifamily NW has tracked market changes from Spring to Fall 2020. Two submarkets are tracked in Clark County – West Vancouver (essentially situated west and south of I-205) and East Vancouver (north and east of I-205). While the subject Ginn property is located in West Vancouver, it is situated near and also shares some characteristics of the more suburban East Vancouver submarket. Consequently, data for both submarkets has been reviewed together with comparisons to the greater metro area.

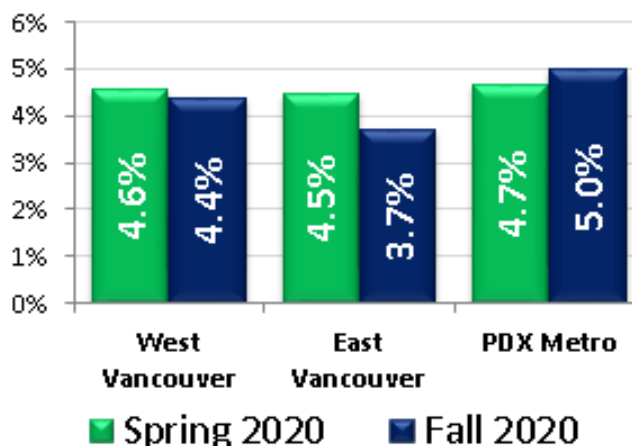
As indicated by the first graphic to the right, apartment vacancy has increased region-wide but not to the extent initially feared early on in the pandemic. While metro area vacancy has increased, Vancouver vacancies have declined – especially eastside.

Rental rates are nearly flat metro-wide and have declined 2% for West Vancouver while increasing 2% in six months on the eastside. Demand has subsided in previously strong urban areas while increasing in the more suburban parts of the market.

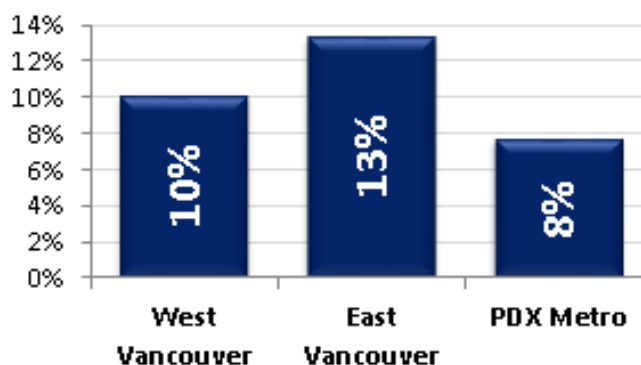
While studio and 1-bedroom units comprise much of the new deliveries in recent years and have demonstrated strong absorption, demand now also appears to be shifting toward larger units. Of note is that both West and East Vancouver have higher proportions of 3-bedroom units than regionally – with 3-bedroom units comprising 13% of the eastside apartment inventory.

Comparative Apartment Data

Vacancy Rates – Spring & Fall 2020



3-Bedroom % of Apartment Inventory (Fall 2020)

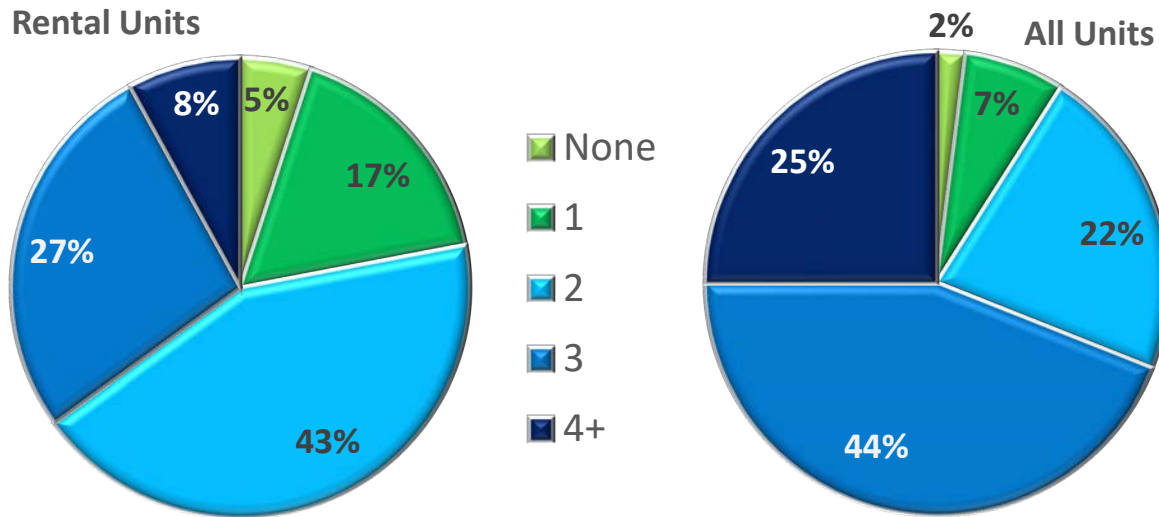


Source: Multifamily NW and E. D. Hovee. Multifamily NW does not track 4-bedroom units due to limited inventory.

4-Bedroom Apartment Need

As indicated by the chart on the foregoing page, Multifamily NW does not track 4-bedroom apartments as these have comprised such an insignificant proportion of the region's apartment market in recent years. However, 4-bedroom units do comprise a distinct proportion of the total residential rental inventory – primarily with rentals of 4+ bedroom single-family homes.

Bedroom Mix of Clark County Rental and All Housing (2019)



Source: U.S. Census Bureau American Community Survey and E. D. Hovee.⁷

As depicted by the above graphic, when considered together, 3- and 4-bedroom units account for about 35% of all Clark County rental units – whether in apartments or single-family homes. This portion of the rental market has begun to receive renewed attention in the wake of the pandemic and economic downturn – for several related reasons:

- The **shift to at-home work** means that more residents now view their home as a place to both live and work – often requiring more space separated from other residential use, for example, requiring a fourth bedroom where previously three met the need.
- As dining, recreating and gathering outside the home have become more limited, households are placing greater emphasis on meeting these interests at home – with **larger units than previously**.
- These shifts have clearly benefited the for-sale home market, for those with the financial and credit standing to buy. **For those without these resources or who feel the need to be more mobile for their work or career advancement, the most viable choice may be to rent a larger unit than to buy.**

From a national perspective, this shift is described by a national real estate consultancy as follows:

Spending more time at home during the lockdown encouraged many households to reevaluate their living arrangements. Having to work or learn from home highlighted shortcomings in many existing situations. This prompted many residents to search for more functional living conditions that incorporate home offices, space for online schooling and outdoor entertainment areas.

Home construction levels are facing further headwinds from a lack of existing buildable lots, a shortage of skilled construction labor and continued escalation in the cost of building materials. These constraints will create an upper limit to expanding new-home production and provide a further challenge to housing affordability in the months ahead. Rising prices and workers not tied to an office, meanwhile, have promoted a migration to lower-cost neighborhoods within cities or to more affordable metros across the nation. This trend will boost demand for homes and apartments in secondary and tertiary markets as well as suburban locales.⁸

For the Portland-Vancouver metro region, this phenomenon is described by the same national consultancy as follows:

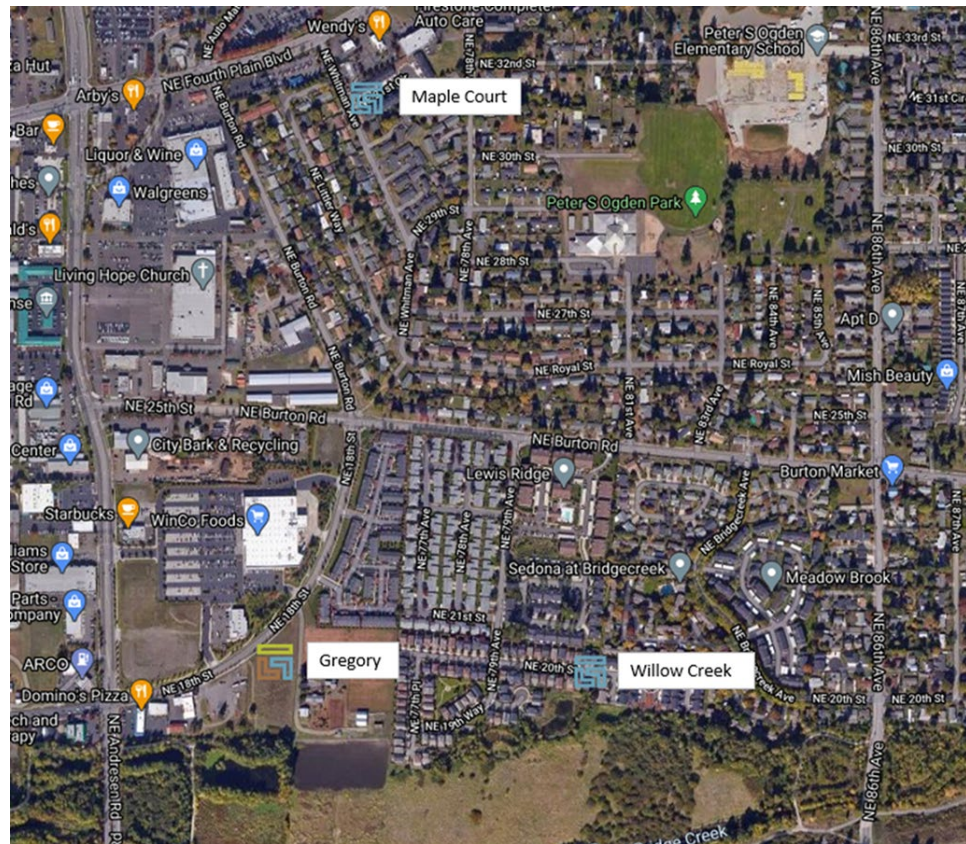
Population gains bolster apartment demand. In recent years, the metro has benefited from tech firms opening satellite offices in lower-cost cities such as Portland. Employees taking advantage of a more affordable cost of living have boosted population gains in the metro well above the U.S. rate, generating the need for more residences. The demand for housing has been accelerated during the pandemic as workers, no longer tethered to the office, relocate to more affordable cities like Portland. As these inbound relocations arrive the lack of available for-sale listings is directing many to rental housing. Meanwhile, a new regulation in the city of Portland requires landlords to cover the relocation costs of tenants unable to afford rent increases moving to lower-cost units.⁹

Vancouver Perspective

As is the case regionally, data for 4-bedroom apartment units is relatively sparse. For example, the real estate data firm CoStar documents **only 205 4-bedroom apartment units in the entire Vancouver submarket**, reflecting the reality that this size of unit is more common with single family rentals which neither Multifamily NW nor CoStar track.

However, based on the data which is tracked by CoStar, it appears **that 4-bedroom units consistently achieve lower vacancy rates than is the case for all other bedroom types**. Similarly compelling is the experience that the applicant Ginn Group has had with large bedroom apartment units.

Depicted by the map to the right are two existing Ginn properties with a mix of 3-4 bedroom units – Maple Court and Willow Creek. Both properties are located in the Andresen/Ogden area in proximity to the proposed Gregory Apartments and serve to illustrate the demand for 3-4 bedroom units.

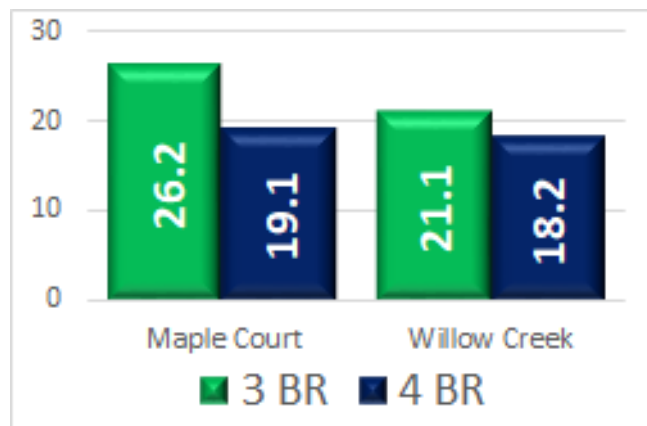


A clear indicator of particularly strong demand for 4-bedroom units is further provided by a comparison of average days of vacancy for Ginn's 3- and 4-bedroom units, shown by the graph to the right. **The 4-bedroom units rent 14-27% faster at these two existing Ginn properties.**

Ginn Group also has recent experience with three other similar projects – Roosevelt Commons (36 4-bedroom townhome units on Falk Road, Nicholson Road Duplexes (25 3-bedroom duplex units off of Falk on Nicholson), and Minnehaha Meadows (49 3-bedroom townhomes on 63rd St. in Clark County) – all of which have all leased up quickly at competitive rents.

Of added note is data from CoStar showing consistently high occupancy rates for the as yet small inventory of 4-bedroom units in the greater Vancouver market. The 4-bedroom occupancy rate has hovered in the 96-97% range, even before the pandemic.

Average Days Vacant by # of Bedrooms



Source: Ginn Group.

Perhaps the most compelling evidence of Vancouver’s current 4-bedroom inventory is provided by a **search of Craigslist**. As of January 2021, there are only 22 postings of 4-bedroom units listed for rent, as compared with 900 listings for studios, 1- and 2-bedroom units.

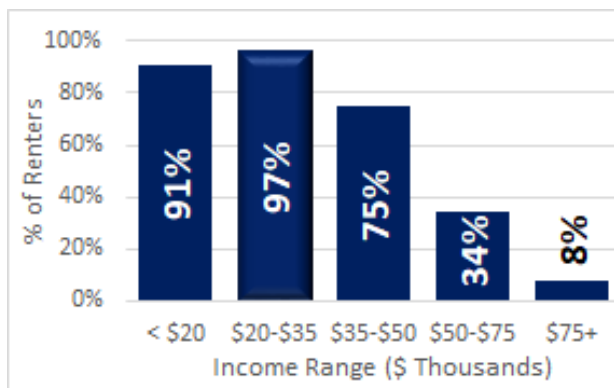
Improving Rental Affordability

With increased cost of construction and high rates of occupancy, costs of renting as well as home ownership are becoming less affordable to more Vancouver and Clark County residents. This is apparent when viewing affordability – whether in terms of incomes or unit size.

Overall, Clark County renters pay about 31% of median monthly income as gross rent payments.¹⁰ As depicted by the first graph below, **rental affordability county-wide is particularly challenging for households county-wide with incomes of up to \$50,000 per year:**

- An estimated 91% of renter households with incomes of up to \$20,000 per year are rent burdened, meaning that they pay 30% or more of their income in gross rent expense.
- An even higher 97% of renters with incomes of \$20-\$35,000 are rent burdened – due in part to reduced availability of affordability funding and incentives at this somewhat higher income level.
- Even for Clark County renters at incomes of \$35-\$50,000, three-quarters (75%) are paying more than 30% or more of their income in rent (including utilities). Only at incomes of \$50,000 per year and more, does rental affordability show noticeable improvement.

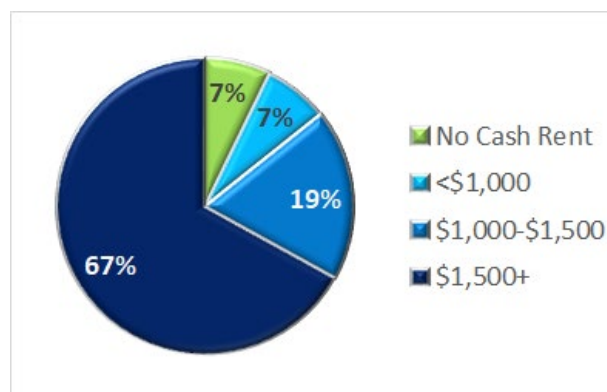
Share of Clark County Renters Paying 30% or More of Income in Rent (2019)



An important objective of the Gregory Townhome and other Ginn apartment projects is to improve affordability for what has been an overlooked segment of the rental market – for apartment renters requiring 3-4 bedrooms.

As shown by the second graph to the right, the current rent profile of 3+ bedroom apartments indicates that two-thirds of renters of these larger units in Clark County are paying \$1,500 or more in monthly gross rent as of 2019.

Monthly Rent w/3+ Bedroom Units (2019)



Source: American Community Survey (ACS – 1 Yr).¹¹

How Ginn’s goal of greater affordability of larger 3-4 bedroom units can be achieved is further illustrated by comparison to Vancouver’s Multifamily Tax Exemption (MFTE) which includes the Fourth Plain Boulevard subarea in which the Gregory property is located. Using Portland MSA median family income family income criteria, current affordable rent for a 4-bedroom unit at 100% of Area Median Income (AMI) is \$2,672 per month. With the Gregory project, Ginn anticipates being able to participate in the MFTE program, offering many of the units at affordable rental rates.

At Roosevelt Commons, a similar style with thirty six 4-bedroom, 3-bathroom units, Ginn was able to participate in the MFTE program for 20% of the units. The overall average rent at Roosevelt (all 4-bedroom units), is just over \$1,500 per month, with the range of rents starting at under \$1,000 for one unit and up to \$1,810 for the most expensive rent (only two units have rental rates at \$1,800 or lower; most are below \$1,600 per month).

Similar affordability should be achievable at the Gregory site – possibly at even greater affordability with MFTE eligibility. Vancouver needs more affordable rental housing for families and the proposed Gregory project can help address that need on a property that is not in demand for commercial use for the reasons noted in this report.

More Bedroom Capacity

An added benefit of the 50-unit townhome project is that it **increases total bedroom capacity** – as compared with the more traditional four-story apartment project previously considered.

The 50-unit townhome project comprises a total of 200 bedrooms, This bedroom count is 18% more than the 170 bedrooms associated with the 130-unit, four story apartment project previously planned for the subject Gregory site.

Bedroom Comparison by Development Type

Type of Development	Number of Bedrooms
Townhome Apartments	
50 4-bedroom townhomes	200
Four Story Apartments	
75 studio and 1 bedroom	75
45 2 bedroom	90
5 live work	5
Total	170

Source: Ginn Group.

Declining Affordability of Single-Family Residential

A final factor supporting the need for apartment rentals with 3-4 bedroom units is the declining affordability of the single-family residential option – whether for ownership or rental. This research is detailed by data provided with the Appendix to this memorandum for the Portland OR/WA metro region, based on analysis by John Burns Real Estate Consulting, LLC:

- In the last year, existing home values region-wide have increased by over 11%.
- Rental rates for single-family homes are up by 4.9% year-over-year.

- By comparison, effective apartment rents have regionally declined by 1.8%.
- The cost of renting a single-family home is now estimated to be 54% above that of region-wide apartment effective rent. The cost of renting even an “entry-level” home is 48% above that of the apartment effective rental rate.

This analysis made available to Ginn by Burns Real Estate Consulting effectively highlights the wide gap in the cost of home ownership versus rentals and the growing gap between single family versus apartment rentals. These gaps are forecast to grow even wider in the years ahead.

Internal data available to the Ginn Group indicates that the main reason tenants leave the firm’s 3-4 bedroom units is to purchase a home. However, with the acceleration of home price growth and inventory constraints, this will become increasingly difficult in the future. By providing larger unit sizes including 4-bedroom apartment homes, Ginn can help fill this market demand niche, giving families larger spaces at a more affordable price than either the single-family rental or ownership options.

Summary Benefits of 50-Unit Townhome Project

To summarize, the 50-unit, 4-bedroom townhome apartment project proposed by Ginn Group can serve as:

- **A townhome rental project meeting an emerging need** for additional rental housing in a time of rapid economic and social change both regionally and locally.
- **Opportunity to address a largely unmet niche of the apartment market** with rental townhomes for larger families who cannot afford or are too mobile to make a long-term homeownership commitment.
- **Affordability** consistent with City of Vancouver policy objectives and at better availability than with increasingly costly single-family rental or ownership options.
- **A competitive advantage** for Vancouver to attract business investment reliant on workforce that increasingly may work from home rather than traveling elsewhere to work – of particular benefit compared to communities that move more slowly and risk lagging behind rapidly changing business, employee and resident preferences.

IMPLICATIONS FOR COMPREHENSIVE PLAN UPDATE

As with other recent proposed land use redesignations, this proposal may raise questions of compatibility with and relevance to Vancouver’s Comprehensive Plan. The subject Gregory property is situated within the Fourth Plain Boulevard Corridor Subarea. It has now been 14 years since the corridor study was completed in 2007 and incorporated as an amendment to the Vancouver Comprehensive Plan – with initial steps for updating now being considered.

Due in part to the number of Comprehensive Plan and Zoning Map revisions from commercial use that have been considered in recent years, questions have been raised about the cumulative effect of such redesignations on the adequacy of Vancouver's buildable commercial inventory. This is a valid question appropriate to be addressed as part of the Comprehensive Plan update process.

However, as this and other comparable market analyses have suggested, there are several related questions to be addressed before locking in on an updated assessment of commercial land needs over the next 20 years. These questions have become even more pressing and potentially transformative in the wake of the current pandemic, including the following:

- In what ways is the retail and consumer service landscape being reshaped and what changes in land requirements should be anticipated in the years ahead?
- To what extent will the workplace of the future be within versus situated away from the worker's home?
- How can the full Fourth Plain Corridor (including the Andresen area) better function to support stated plan objectives of accessibility and mobility not just for the automobile but for alternative transportation modes like walking, cycling and transit?
- And how will commercial and other uses no longer viable at the scale of existing land use patterns be successfully transitioned to uses that will be market responsive and affordable across the full population spectrum in the years ahead?

Along with other community and development interests, the Ginn Group would welcome the opportunity to participate in the process for Vancouver's next Comprehensive Plan update.

SUMMARY NOTES

To summarize, this market report affirms and reinforces conclusions of the earlier July 2020 report that the subject 2.67 acre Gregory site of Ginn Group is not expected to be market viable for commercial development in the reasonably foreseeable future. The demand for commercial retail and office space is on the decline and commercial uses can be expected to transition to a smaller or resized community-wide land use footprint in the years ahead.

Perhaps the most significant change now underway is the existing and potentially continued shift of some as yet not fully known portion of the workplace from traditional separated land uses to the home environment. This has two effects – reducing the demand for office space and increasing the demand for larger live-work spaces – both in rental as well as home ownership settings. The proposed land use redesignation serves to embrace and facilitate this transition – especially focused on families who cannot afford increasingly expensive homeownership or feel the need to be more mobile for employment and career opportunities.

E. D. Hovee appreciates to provide this updated market analysis on behalf of the Ginn Group, LLC and is prepared to address questions regarding any aspect of this report.

APPENDIX. SUPPLEMENTAL DATA – SINGLE FAMILY & MULTI-FAMILY RENTAL COMPARISONS

Portland, OR-WA

Burns Housing Market Fundamentals January 2021

	2015	2016	2017	2018	2019	Current	2020P	2021P	2022P	2023P
<u>AFFORDABILITY</u>										
Median SF Rent (Dec.) - Burns SF Rent Index (1)	\$1,586	\$1,714	\$1,799	\$1,839	\$1,905	\$1,987	\$1,993	\$2,063	\$2,145	\$2,236
YOY Growth %	8.9%	8.1%	5.0%	2.2%	3.6%	4.9%	4.6%	3.5%	4.0%	4.2%
Apartment Effective Rent (7)	\$1,118	\$1,200	\$1,234	\$1,274	\$1,316	\$1,291	\$1,280	\$1,222	\$1,251	\$1,300
YOY Growth %	12.4%	7.3%	2.8%	3.3%	3.3%	(1.8%)	(2.8%)	(4.5%)	2.4%	3.9%
Burns Home Value Index™ (Dec.-Dec.)	13.1%	12.3%	6.5%	3.4%	3.2%	11.4%	11.4%	8.0%	6.0%	5.0%
Existing Median Home Price (36)	\$294,500	\$327,600	\$359,800	\$383,100	\$394,800	\$442,900	n/a	n/a	n/a	n/a
Median Household Income	\$64,500	\$68,200	\$71,900	\$75,300	\$78,000	\$79,300	\$79,300	\$79,000	\$80,900	\$83,500
S.F. Rent-to-Income Ratio	29.5%	30.2%	30.0%	29.3%	29.3%	30.1%	30.2%	31.3%	31.8%	32.1%
<u>ENTRY-LEVEL HOME PRICE</u>										
Home Value, Entry-Level Home (2)	\$234,700	\$263,600	\$280,800	\$290,300	\$299,600	\$329,900	\$333,700	\$360,400	\$382,000	\$401,100
Home Payment, Entry-Level Home (Pmt + Maintenance) (3)	\$1,673	\$1,895	\$1,973	\$2,148	\$2,062	\$2,090	\$2,167	\$2,327	\$2,477	\$2,636
YOY Payment Growth %	6.6%	13.3%	4.1%	8.9%	(4.0%)	1.9%	5.1%	7.4%	6.4%	6.4%
<u>ENTRY-LEVEL SF RENT</u>										
S.F. Rent, Entry-Level Home (2)	\$1,523	\$1,646	\$1,727	\$1,766	\$1,830	\$1,908	\$1,914	\$1,981	\$2,060	\$2,148
Own Payment minus S.F. Rent Gap	\$150	\$249	\$246	\$382	\$232	\$182	\$253	\$346	\$417	\$488
S.F. Gross Rental Yield (4)	6.6%	6.3%	6.2%	6.1%	6.1%	5.7%	5.7%	5.4%	5.3%	5.2%

(1) The Burns Single-Family Rent Index models historical and current single-family rent trends. The index tracks the median single-family home listed for rent on the open market and represents new leases, not renewals.

(36) This is a multiple-county market. We rolled county-level historical sale/closings and price data into the MSA values in different years for each county. Not all counties are included in each historical year. Source: CoreLogic; Provided by DQNews

Please note that some annual values displayed are Q4, while others may be December.

See page 5 for more footnotes.

END NOTES

- ¹ Information for this report has been obtained from sources generally deemed to be reliable. However, the accuracy of information is not guaranteed and is subject to change without notice. The observations and findings provided with this market update report are those of the author and should not be construed as representing the opinion of any other party prior to their approval – whether in whole or part.
- ² E. D. Hovee by memorandum for Ginn Development LLC, *Market Evaluation – Gregory Landing Proposed Residential Plan/Zone Change*, July 6, 2020.
- ³ Marcus & Millichap, *Special Report: 2Q Rent Collections*, Summer 2020.
- ⁴ Kidder Matthews, *Market Trends /Portland Retail*, metro-wide retail demand for 2nd and 3rd quarters 2020.
- ⁵ While retail space locally and regionally has historically benefited from relatively low vacancy rates of 3.5% or less, the primary story more recently has been about the lack of new construction regionally and locally due to shrinking retail space demand. After a year of negative space absorption in 2017 (with new vacancies outpacing demand), Clark County experienced what appeared to be a modest rebound in retail space demand in 2018, however largely offset by conversion of older retail space to non-retail use. The experience of 2019 and now 2020 is also of shrinking retail space needs regionally and county-wide.
- ⁶ JLL for the City of Vancouver, *Vancouver Innovation Center Comparative Market Analysis*, December 8, 2020.
- ⁷ Data on housing by number of bedrooms reflects a composite of 1-year 2019 and 5-year 2015-19 ACS data for Clark County, with the 5-year average having a lower margin of error but being less current. However, there is reasonable consistency between the two datasets. All units are defined as including renter- and owner-occupied plus vacant housing.
- ⁸ Marcus & Millichap, *Special Report: Housing*, Fourth Quarter 2020.
- ⁹ Marcus & Millichap, *Market Report: Portland Metro Area*, 4Q/20.
- ¹⁰ Gross rent is calculated to provide information on the combined monthly housing cost expenses for renters. Gross rent is the contract rent plus the estimated average monthly cost of utilities (electricity, gas, and water and sewer) and fuels (oil, coal, kerosene, wood, etc.).
- ¹¹ ACS data does not provide rental rate data specifically for 4-bedroom rentals but for 3+ bedrooms. Clark County data is for all rental units – both single- and multi-family.

MEMORANDUM

To: City of Vancouver

From: Stephen W. Horenstein and Maren L. Calvert, on behalf of Ginn Group

Subject: Comprehensive Plan Amendment, Zone Change, Criteria – Gregory Landing

Date: February 22, 2021

This memo compares the Gregory Landing zone change application submitted by the Ginn Group to the criteria in Vancouver Municipal Code (VMC) for proposed amendments to the Comprehensive Plan and map. We hope this memo helps succinctly demonstrate the merits of the Ginn Group proposal and build on the findings, conclusions and recommendation for approval from staff and the unanimous recommendation for approval by the Vancouver Planning Commission after several workshops and a public hearing.

VANCOUVER MUNICIPAL CODE: The criteria for comprehensive plan and map changes to facilitate a zone change are provided in Vancouver Municipal Code (VMC) 20.285.050, and Attachment 1. We think the following excerpts of the criteria will be the most useful to you:

Public interest: Because the Gregory Landing property is available for 130 apartment units under the community commercial zoning code, the property will be developed as almost entirely residential, whether the proposed amendment is approved or not. This is because mixed use multifamily is allowed in commercial zone that is attached to this property. The proposed change converts the *type* of residential units into a category that is presently underserved and highly desired in our community (4-bedroom townhomes). This conversion serves the public interest by meeting a currently unfilled housing need for family housing as Ginn has experienced with its projects.

Policies: The VMC requires the proposed change be consistent with the policies stated in the Vancouver Strategic Plan and the Vancouver Comprehensive Plan. There are no stated “Policies” in the Vancouver Strategic Plan. The “Goals” listed in the Strategic Plan, however, are provided in Attachment 2.

Goals 6 and 8 should be most useful to you in evaluating this proposal. Because this property is located near to grocery stores, gas, and other commercial properties, the proposed change will help create neighborhoods in which residents can walk or bike to essential amenities and services (Goal 6). Goal 8 is served because, as the Hovee Report explains, this property is not very valuable as commercial land.¹

¹ See Eric Hovee, *Gregory Townhome Apartment Market Update*, dated January 18, 2021 at pp. 3-5 (“Hovee Report”).

The Economic Development and Housing Policies in the Vancouver Comprehensive Plan are provided in Attachment 3.

Policies EC-5, no net loss of employment capacity, and EC-6, efficient use of employment land, are best served by the Ginn proposal. The Ginn proposal will cause the city to “lose” only five (5) live/work units. Because these units are intended as self-employment, live-work properties, they will not generate significant or notable employment opportunities. In contrast, this minor loss is significantly offset by the tremendous gain of more efficient, more productive, more valuable, commercial land proposed simultaneously at the Vancouver Innovation Center (the “VIC”).²

Policy H-1, housing options, is best served by approving the proposed change, because there currently are not enough R-22 options in the Vancouver market.³ This market niche is increasingly in demand because home prices have appreciated more than 11 percent, year over year.⁴ That blistering rate is quickly pricing families out of home ownership. “4-bedroom units consistently achieve lower vacancy rates than is the case for all other bedroom types.”⁵ The Ginn Group has been serving this market niche at certain existing sites in Vancouver for the past few years. They would like to expand the 4-bedroom inventory because “[t]he 4-bedroom units rent 14-27% faster [than the 3-bedroom units] at existing Ginn properties.” There is clearly a demand in the community for 4-bedroom units.⁶

Perhaps the most compelling evidence of Vancouver’s current 4-bedroom inventory is provided by a search of Craigslist. **As of January 2021, there are only 22 postings of 4-bedroom units listed for rent, as compared with 900 listings for studios, 1- and 2-bedroom units.**⁷

Bottom line: Vancouver needs Ginn Group’s proposed 4-bedroom townhomes more than it needs the currently approved 130 apartment units.

The proposed change also supports Policy H-5, housing placement near services and centers, by facilitating urban, higher density housing near public transportation facilities (which are located just north of the property on Fourth Plain) and near the surrounding community commercial properties and services.⁸

Proposal is more consistent: The Hovee Report establishes the limited value of this property for commercial uses. The City has already approved this property for primarily residential development under the vertical mixed use provision of the commercial zoning code. As recommended by Staff and supported unanimously by the Vancouver Planning Commission, the proposal to rezone it from community commercial land to R-22 is *more consistent*⁹ with several of the City’s listed objectives. It encourages *more intensive development*¹⁰ in this urban area, that is served by the surrounding commercial nodes, with *local shopping and job opportunities*.¹¹ Ginn Group agrees to ensure the development is *compatible and integrated*¹² with the surrounding area. The proposed R-22 zoning will allow the Ginn Group to *create an*

² The City is required to consider the cumulative effect of both proposals. See RCW 36.70A.130(2)(b); VMC 20.285.050.A.4.

³ See Hovee Report at pp. 7-10

⁴ Id. at p. 11

⁵ Id. at p. 8

⁶ Id. at p. 9

⁷ Id. at p. 10 (emphasis added).

⁸ See id. at p. 12 (“Summary of Benefits of 50-Unit Townhome Project”)

⁹ VMC 20.285.050.A.1; City Goals 6 and 8.

¹⁰ VMC 20.285.050.A.2.a.

¹¹ VMC 20.285.050.A.2.b; Policies EC-1, EC-2, EC-3, EC-5, EC-6

¹² VMC 20.285.050.A.2.b. & c

urban, dense neighborhood,¹³ while also providing with some, *affordable or below-market-rate housing opportunities*¹⁴— especially under the multi-family tax exemption (MFTE) program, as the Hovee Report proposes.¹⁵ This is more consistent with the City’s goals as set forth in Attachment 1 items 2(g) and (H) as well as Ginn’s experience in developing multifamily products.

Scope of review. *The likely and possible future use of this site*,¹⁶ absent the proposed change, is a residential development with 130 apartment units and five (5) live/work townhomes. The proposed change will create more desirable housing of a type that is underserved in Vancouver (see Policy H-1 discussion above). Thus, the proposed change offers more desirable housing than the current zoning will allow. The *impact* of approving the proposed change is to strengthen the Vancouver housing market.

Cumulative Impacts. The loss of the five (5) live/work units the City has approved to be built on this site are significantly outweighed by the tens-of-thousands of square feet of commercial space the City is being asked to approve through the VIC mixed use rezone application. The *cumulative impact of other plan amendments proposed within the same annual cycle*,¹⁷ therefore, clearly demonstrates Ginn Group’s proposed change is not detrimental to the commercial land supply within the City.

¹³ VMC 20.285.050.A.2.a.

¹⁴ VMC 20.285.050.A.2.h; Policies H-1, H-5

¹⁵ See Hovee Report at p. 11.

¹⁶ VMC 20.285.050.A.3

¹⁷ VMC 20.285.050.A.4

ATTACHMENT 1

VMC APPROVAL CRITERIA, VMC 20.285.050

A. Overall proposed map amendments reviewed under this chapter shall be approved only if demonstrated by the proponent to be in the public interest, as based on a review of all applicable principals from the following:

1. How the proposal is more consistent than the existing designation with applicable policies of the Vancouver strategic plan and comprehensive plan.
2. How the proposal is more consistent than the existing designation with each of the following objectives as applicable:
 - a. Encourage more intensive development to locate in major urban centers and corridors, particularly downtown Vancouver. Encourage development of distinct neighborhoods served by commercial nodes, and discourage urban sprawl and strip commercial development;
 - b. Provide development of uses which are functionally integrated with surrounding areas and neighborhoods in terms of local shopping, employment, recreational or other opportunities;
 - c. Provide development which is compatible and integrated with surrounding uses in terms of scale, orientation, pedestrian enhancements, and landscaping;
 - d. Conserve or enhance significant natural or historical features;
 - e. Provide adequate provision of transportation, water, sewer, and other public services;
 - f. Provide significant family wage employment opportunities and broadening of the Vancouver economy;
 - g. Provide for the formation and enhancement of neighborhoods and communities; and
 - h. Provide affordable or below-market-rate housing opportunities.
3. Scope of review. Review and evaluation of proposed comprehensive plan or zoning map changes shall consider both the likely and possible future use of the site and associated impacts.
4. Cumulative Impacts. The review of individual comprehensive plan map or policy amendments, other than exceptions noted in VMC 20.285.040, shall also consider the cumulative transportation, land supply, and environmental impacts of other plan amendments proposed within the same annual cycle.

ATTACHMENT 2

VANCOUVER 2016-2021 STRATEGIC PLAN (revised 11/18)
<https://www.cityofvancouver.us/sites/default/files/2018StrategicPlan/index.html>

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

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

Goal 3: Create new programs that engage people of all ages, culture, family configurations, educational backgrounds, trades, and professions

Goal 4: Ensure that Vancouver's parks and trails system is the highest quality and most complete in the region

Goal 5: Continue to build high quality historical and cultural experiences for residents and visitors

Goal 6: Facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services – "20-minute neighborhoods"

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

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

Goal 10: Use our influence to support community partners' actions, projects and initiatives that improve our community's livability and prosperity

ATTACHMENT 3

CITY OF VANCOUVER COMPREHENSIVE PLAN 2011-2030

http://www.cityofvancouver.us/sites/default/files/fileattachments/community_and_economic_development/page/874/vancouvercomprehensiveplan2011-2030.pdf

Economic Development Policies: The City of Vancouver adopts the following policies to increase the number of jobs for local residents and reduce the need for residents to commute to Oregon for work, shopping, and entertainment. These policies are consistent with and implement Policy Section 10.0 of the Community Framework Plan, adopted by Clark County and local jurisdictions, and planning policy 36.70.A.020(5) of the Washington Growth Management Act (see Appendix A).

EC-1 Jobs-housing balance

Increase the ratio of jobs to residents in the City of Vancouver and the region.

EC-2 Family-wage employment

Promote the formation, recruitment, retention and growth of businesses that provide a wide range of employment opportunities, particularly family-wage employment. Prioritize family-wage employment in land use policies and practices.

EC-3 Public revenue enhancement

Promote development that enhances revenue generation for public services. EC-4 Industrial and business park sanctuaries Provide an adequate supply of industrial and/or business park areas with opportunities for family-wage employment and revenue generation.

EC-5 No net loss of employment capacity

Restrict zone changes or legislative land use approvals that would lessen long-term capacity for high-wage employment unless accompanied by other changes within the same review cycle that would compensate for the lost capacity or unless the proposed change would promote the long-term economic health of the city.

EC-6 Efficient use of employment land

Maximize utilization of land designated for employment through more intensive new building construction and redevelopment and intensification of existing sites.

EC-7 Regional focus

Work with the larger Portland-Vancouver region to leverage opportunities, unique site availability, and marketing to promote the region nationally and globally to attract new business.

EC-8 Small business support

Support the growth of new and expanding small business through efficient permitting, incentives, and communication.

Housing policies: The City of Vancouver adopts the following policies to ensure an adequate supply of housing for all economic segments of the community. These policies are consistent with and implement Policy Section 2.0 of the Community Framework Plan, adopted by Clark County and local jurisdictions, and planning policy 36.70.A.020(4) of the Washington Growth Management Act (see Appendix A).

H-1 Housing options

Provide for a range of housing types and densities for all economic segments of the population.
Encourage equal and fair access to housing for renters and homeowners.

H-2 Affordability

Provide affordable housing by formulating innovative policies, regulations and practices, and establishing secure funding mechanisms. Target affordability programs toward households with incomes below the median.

H-3 Housing improvement

Encourage preservation, rehabilitation and redevelopment of existing housing stock. Support neighborhood based improvement efforts.

H-4 Innovative zoning

Encourage innovative housing policies that provide for affordable housing and maintain neighborhood character.

H-5 Housing placement near services and centers

Facilitate siting of higher density housing near public transportation facilities and in designated centers and corridors.

H-6 Special needs housing

Facilitate housing for special needs populations dispersed throughout Vancouver and the region. Such housing may consist of residential-care facilities, shelters, group homes, or low-income housing, and should be located near transportation and other services such as health care, schools, and stores.

H-7 Home ownership

Promote opportunities for home ownership and owner occupancy of single- and multifamily housing.

H-8 Public-private partnerships

Facilitate enhanced partnerships between public, private, and non-profit sectors to address affordable housing.

H-9 Funding for housing

Pursue funding mechanisms to support affordable housing

January 25, 2021 - Vancouver City Council Meeting Minutes

WORKSHOPS

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

4:00-4:30 p.m. Oregon State Legislative Update

Zack Reeves, CFM Advocates

Summary

The City's governmental affairs liaison for the Oregon State Legislature provided an update on the session and topics of interest for the City.

4:30-5:00 p.m. 2021 Federal Legislative Agenda Update

Joel Ruben and David Hodges, CFM Advocates

Summary

The City's governmental affairs liaisons for the federal government provided Council with an update on recent activity in Washington D.C. and an overview of the City's final federal legislative agenda.

5:00-6:00 p.m. Mill Plain Bus Rapid Transit (BRT) Project - Intergovernmental Agreements

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

Summary

Staff provided Council with an update on the Mill Plain Bus Rapid Transit (BRT) project and an overview of three proposed interlocal agreements with C-TRAN pertaining to the maintenance and operations of the new BRT line.

REGULAR COUNCIL MEETING

This meeting was conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting via the live broadcast on www.cvtv.org 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 and Public Hearing items were also facilitated via the GoToMeeting conference call.

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 remotely over video conference.

Present: Councilmembers Fox, Paulsen, Lebowsky, Glover, Stober, Hansen, Mayor McEnerny-Ogle

Absent: None

Also present on the call were the following: Eric Holmes, City Manager; Jonathan Young, City Attorney; Amanda Delapena, Assistant to the City Council; Brian Carlson, Interim Deputy City Manager; Patrick Gilbride, IT Director; Julie Hannon, Parks and Recreation Director; Aaron Lande, Program and Policy Manager; Chris Malone, Public Works Finance and Asset Manager; Troy Price, Assistant Police Chief; Cara Rene, Communications Director; Nicollette Roth, Civil Engineer; Dan Swensen, Interim Public Works Director; Monica Tubberville, Senior Park Planner; and members of the public.

Approval of Minutes

Minutes - January 4, 2021

Motion by Councilmember Glover, seconded by Councilmember

Stober, and carried unanimously to approve the meeting minutes of January 4, 2021.

Citizen Communication (Items 1-6) - see general protocol above

Mayor McEnerny-Ogle opened Citizen Communication and received the following testimony:

- Glen Yung, Vancouver, spoke in support of Item 5, authorization of grant applications to support Fenton Park and Park Impact Fee (PIF) District C, but expressed concerns about utilization of PIF funds to address the parks deficit and the burden of the park deficit resting on developers, who may then pass costs on to home buyers or tenants and impact affordable housing.

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

Consent Agenda (Items 1-6)

Council requested Item 3 be pulled for separate discussion, as summarized below.

Motion by Councilmember Stober, seconded by Councilmember Glover, and carried unanimously to approve the Consent Agenda.

1. 2020 Joint Agency Road Preservation Project, construction acceptance and release of retainage

Staff Report 013-21

Summary

Intermountain Slurry Seal of Reno, Nevada, has satisfactorily completed the subject improvements in accordance with the plans and specifications. The original construction contract bid amount was \$1,683,983.45. Quantity adjustments during construction increased the contract amount by 4.9% to \$1,766,427.39. The quantity adjustments were primarily attributed to increasing the number of flagging hours used to ensure public safety.

Request: On January 25, 2021, accept the 2020 Joint Agency Road Preservation Project as constructed by Intermountain Slurry Seal of Reno, Nevada, and authorize release of retainage in the amount of \$88,321.37 subject to receipt of all documentation required by law.

Nicolette Roth, Civil Engineer, 360-487-7763

Motion approved the request.

2. **Continued use of Washington State contract #05815-003 for purchase of computer equipment, peripherals and services**

Staff Report 014-21

Summary

The City uses Washington State contract #05815-003 to purchase computer equipment, peripherals and services such as desktop computers, laptops, servers, and maintenance.

Staff is requesting authorization to continue to use the contract to purchase up to the Council-approved annual budgeted amount for these commodities through the end of the contract, which is July 31, 2021, and into any extended period negotiated by the State of Washington. The City has purchased up to the approved amount authorized in 2016 and requests authority to continue to purchase using this contract up to the amounts approved by Council in the City's budget process.

Request: Authorize the City Manager or their designee to approve purchases under Washington State contract #05815-003 for the life of the contract with Dell Marketing, LP.

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

Motion approved the request.

3. **Data Sharing Memorandum of Understanding with Flock Safety**

Staff Report 015-21

Summary

Flock Safety and Village at Columbia Shores Home Owners' Association (HOA) have offered to provide VPD with ALPR data related to stolen or wanted vehicles entering their property. This data would assist VPD by providing near real-time information on the location of vehicles being sought by law enforcement (the vendor claims an average of a 27-second delay between a license plate being read and a text message alert being sent). Often vehicles are stolen for the express purpose of committing other crimes. Additionally, there are instances where a vehicle may not be stolen, but is still of interest to law enforcement as it may be connected to crimes that are under investigation. The ALPRs would capture license plate data only from incoming vehicles on the private streets within the HOA.

Request: Authorize the City Manager or his designee to execute the

Memorandum of Agreement with Flock Safety, Inc. and take any and all action necessary to enforce the terms thereof.

Troy Price, Assistant Chief of Police, 360-487-7463

Councilmember Fox asked how much data the City would be receiving and have to work through to find evidence in support of potential prosecution, and whether other HOAs have similar agreements in place. She also asked how much of a need there is in this particular neighborhood for the monitoring of stolen vehicles, and whether there are any regulations prohibiting this type of technology and data sharing being used for public streets.

Assistant Police Chief Troy Price explained that the data will not be transmitted directly to the City; if a flagged license plate is captured by the Flock system, the information will be sent to CRESA via text message and it would then be treated like a normal 9-1-1 call. CRESA would send out a call for service as they would any other type of call, and the Vancouver Police Department would respond depending on the availability of officers at the time. He noted stolen vehicles are not top priority calls.

Assistant Chief Price stated there is nothing that would prohibit the cameras of the Flock system from being used on public streets, but in this case, they would be located only on the property within the HOA and would capture the rear license plates of vehicles entering the neighborhood. He noted the rates of vehicle theft in this area are not higher than other areas of the city.

Councilmember Stober asked if a greater liability for the City is created if a call for service is created based on data from the Flock system but VPD is not able to respond. Assistant Chief Price stated no additional liability is created; it would be treated the same as any other 9-1-1 call and would be comparable to a situation where a home alarm is triggered.

Councilmember Stober stated he wanted to ensure no unintended consequences are created and would ask for review that the system does not create disparaging impacts, as technology often has bias built into it.

Motion approved the request.

4. Interlocal Agreement with Clark County for Mental Health Therapeutic Court Services

Staff Report 016-21

Summary

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 approved the first two-year extension for 2017-2018. On November 26, 2018, the City Council approved the second, and last, two-year extension for 2019-2020.

All details from the last interlocal agreement are 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 will be for two years, 2021-2022, with the option for two additional two-year terms by mutual agreement. The new contract will result in a total annual cost increase of \$12,000, of which the City's responsibility will be \$9,000.

Request: Authorize the City Manager or designee to execute the Interlocal Agreement with Clark County for public defense services for clients who are assigned to District Court Mental Health Therapeutic Court.

Aaron Lande, Senior Policy Analyst, 360-487-8612

Motion approved the request.

5. Authorization for grant applications to supplement funding for the acquisition and development of the Fenton Community Park and other park opportunities in Park Impact Fee District C

Staff Report 017-21

A RESOLUTION authorizing applications for funding assistance for multiple projects from state or local grant programs, including Conservation Futures (CF) as provided under Chapter 83.34 RCW, and Washington Wildlife and Recreation Program (WWRP) administered by the Recreation and Conservation Office (RCO) as provided in Chapter 79A.15 79A.25 RCW and WAC 286.

Summary

The City of Vancouver Grants Management Administrative Policy seeks to 'assure that grants applied for, and eventually accepted, align with a specific citywide strategic commitment and/or a documented departmental core service and priority. City Council authorization is required for staff to pursue state and federal grant applications, and grant agreements, and a resolution is specifically required for RCO programs.

The Conservation Futures program is open annually when funding is available, and the RCO programs are generally open for application every two years pending funding approval by the state legislature.

The 2019 purchase of the Fenton Community Park property was critical to secure one of the remaining quality sites on the east side to serve city residents. The City purchased the 44-acre property for \$5.2 million and spent an additional \$112,000 to clean up the site. A large portion of the funding came from the Parks Impact Fee fund balance, augmented by a \$250,000 grant through the Clark County Conservation Futures program. Sufficient funding was not available in the applicable PIF accounts to purchase the site independently. In order to facilitate the purchase, an interfund loan from General Fund was approved by Council (Resolution M-3992). The loan was to be repaid by new PIF revenues as soon as possible, but no longer than over a ten-year period. According to the terms of the loan, PIF revenues were to be utilized to pay off the bond before they could be utilized for other parks needs in the district. As of January 1, 2021, the remaining balance is approximately \$1.2 million.

The Conservation Future program originally awarded the City of Vancouver \$250,000 toward the Fenton project in 2019, which was the maximum available at that time. The 2021 grant request from Conservation Futures is for the remaining interfund loan balance of \$1.2 million. Repaying the outstanding General Fund balance in full would allow for PIF District C funds to be directed to other high priority projects to meet the park deficit identified on the east side of the city.

In 2022, the City will also be eligible to pursue an acquisition reimbursement grant from RCO for the Fenton property acquisition completed in 2019 under a Waiver of Retroactivity. Acquisition reimbursements allow jurisdictions to pursue time sensitive acquisitions prior to grant agreements being in place and apply for reimbursement through various grant programs up to four years following the completion of the purchase. The current limit on these grants varies by grant program, but generally range from \$500,000 to \$1 million in potential reimbursement funding. The City's intent is to apply for the largest amount available from the RCO.

The Conservation Future program does not have a specific match requirement, although the larger the match and the more partners participating in any grant increases the likely support of the application. The grant match for the RCO grants vary depending on the grant program that the City decides to pursue, ranging from no match to a maximum of 50% of the project costs. The significant PIF funding already invested in the Fenton acquisition combined with the land donation provided by the seller valued at \$334,000 will likely satisfy any potential grant matching requirements for this project by any program available under the RCO. Any grant funds

received from the RCO would provide the City with capital funding to be utilized for the highest priority parks projects in the City.

Request: Adopt a resolution authorizing Parks and Recreation to apply for the grant projects listed above and authorize the City Manager, or his designee, to execute all required documentation associated with the grant applications.

*Julie Hannon, Parks and Recreation Director, 360-487-8309;
Monica Tubberville, Senior Park Planner, 360-487-8353*

Motion adopted Resolution M-4118 approving the request.

6. Approval of Claim Vouchers

Request: Approve claim vouchers for January 25, 2021.

Motion approved claim vouchers for January 25, 2021, in the amount of \$15,255,979.67.

Public Hearings (Item 7) - see general protocol above

7. Amendments to VMC Title 14

Staff Report 012-21

AN ORDINANCE related to the sewer and surface water utility user charges, amending Vancouver Municipal Code Sections 14.04.190, 14.04.230 and 14.09.060; providing for a savings clause, and providing for an effective date.

Summary

Staff continually proposes code updates, clarifications, and changes as needed. The reasons for the changes included with this ordinance are as follows:

- Section 14.04.190 (K) 2 - Increases maximum customer emergency assistance from \$200 to \$400 per household to keep pace with recent rate increases. The amount has not been adjusted since 2011. Adds a provision to allow for future increases to be done administratively.*
- Section 14.04.230 (A) 1 - Decreases the single-family fixed sewer rates to be based on an average monthly usage of 8 CCF from 10 CCF when no usage history is available. This reduction better reflects usage trends over the past several years.*
- Section 14.04.230 (A) 2 - Updates language for calculating residential year-round sewer usage based on winter average to reflect*

current utility billing business practices and policies. Updated text to be gender neutral.

- *Section 14.04.230 (A) 4 - Adjusts septage rate from \$140.00 to \$155.00 per 1,000 gallons to reflect operating and capital increases since 2019. Removes references to tipping fees, Clark County Health District, and Septic System Preventative Maintenance Program since they are no longer applicable. Adds sentence back into ordinance allowing annual administrative adjustments to the septage rate. The sentence was inadvertently left off the November 2020 ordinance update.*
- *Section 14.09.060 (C) 2 - Adds sentence back into ordinance clarifying how the surface water rate is calculated for mobile homes. The sentence was inadvertently left off the November, 2020 ordinance update.*
- *Clarifies that Phase 1, Phase 2, or Secondary Permittees qualify for surface water rate reductions provided certain criteria are met as listed in the ordinance.*

Request: On Monday, January 25, 2021, subject to second reading and public hearing, approve the ordinance.

*Chris Malone, Public Works Finance and Asset Manager,
360-487-7711*

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

Chris Malone, Public Works Finance and Asset Manager, presented a summary of the proposed amendments to Title 14. He noted that during the first reading of the ordinance, a citizen had expressed concerns about the potential incompatibility of sections of Title 14 that attempt to prevent water and sewer service lines from crossing property lines with City regulations related to Accessory Dwelling Units (ADUs). Mr. Malone explained those sections of Title 14 are not included in the current amendments, but that particular language could be clarified to prevent confusion related to ADUs, and staff would look at that language during the next round of amendments to Title 14 to determine whether changes are needed.

Mayor McEnemy-Ogle opened the public hearing and, receiving no testimony, closed the public hearing.

Councilmember Hansen stated he was very supportive of the amendment to double the emergency assistance available to customers.

Motion by Councilmember Hansen, seconded by Councilmember Stober, and carried unanimously to approve Ordinance M-4327 amending VMC Title 14.

Communications

- A. From the Council**
- B. From the Mayor**
- C. From the City Manager**

Adjournment

7:20 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Meetings of the Vancouver City Council are electronically recorded on audio and video. The audio files are kept on file in the office of the City Clerk for a period of six years.

Multi-Family Tax Exemption Program Phase 1 Changes



February 22, 2021
City Council Workshop

Chad Eiken, CED Director
Peggy Sheehan, Community Services Manager

Workshop Purpose/Presentation Overview

- Purpose of Workshop: To confirm Council direction on proposed Phase 1 changes to the City's Multi-Family Tax Exemption (MFTE) Program in anticipation of a March public hearing
- Presentation Overview
 - Program Context
 - Review of MFTE Workplan for 2021
 - Proposed Interim Revision to Affordability Terminology
 - Proposed Revision to Public Benefit Options
 - Proposed Expansion of Downtown MFTE Area
 - Council Questions and Discussion

MFTE Program Context

- Purpose and benefits
 - Incentivize higher density residential development in designated urban centers
 - Supports more efficient delivery of services and use of infrastructure
 - More efficient community footprint – climate impacts
 - More vibrant community, stronger commercial districts and stronger tax base over time
 - Generational Return on Investment (50 + years)
- Program management
 - Annual monitoring & rent level verification

Prior Council Feedback on MFTE Program

- December 7, 2020 Public Hearing
 - Amendment of program definition of “affordability” considered by Council but not passed due to concerns about unforeseen impacts to participation in the program
- January 4, 2021 Workshop
 - Maintain program as an economic development tool;
 - Ensure income-based units are tied to Vancouver household incomes, balanced with desire to ensure viability of tool: propose interim “fix” to affordable terminology pending further analysis of parameters;
 - Sharpen definition of “public amenity” for market rate projects;
 - Expand geographic boundaries of program to other areas of the City (e.g. Mill Plain Corridor, The Heights) where it makes sense;
 - Tailor program tools to advance related policy objectives by geographic area

MFTE 2021 Work Program (High Level)

Timeframe	Issue/Task	Objective
 Q1, 2021 (Phase 1)	Interim solution to rename affordable option as “income based”; delete problematic public benefit requirement options; consider bringing in Kirkland properties to VCCV	Fix “affordable” language until AMI issue resolved and remove “landscaping, enhanced building design, etc. ” from public benefit requirement
Q2, 2021 (Phase 2)	Additional analysis regarding use of MFTE for affordable housing; link to Vancouver incomes; consider setting affordable housing targets; add a fee-in-lieu	Tailor affordable options to increase usage of affordable options; address public benefit requirement including adding a fee-in-lieu

(Continued)

MFTE 2021 Work Program (continued)

Timeframe	Issue/Task	Objective
Q2-Q3, 2021 (Phase 2 cont.)	Consider expansion of MFTE program area to other areas (.e.g Mill Plain Corridor, Heights, expanded Fourth Plain). Evaluate characteristics of areas to determine how program can advance identified policy goals	Develop a highly customized program, by area, that is responsive to specific policy goals (e.g. unit type, affordability, owner occupancy, etc.)
Q3, 2021	Return to Council with set of comprehensive changes	Maximize use of MFTE Program in areas where higher density housing is desired

1. Revise Affordability Terminology

The Issue:

- Current MFTE program affordable options are not resulting in rents affordable using Vancouver median incomes; options are “affordable” in name only because they are based on Portland Metro incomes versus Vancouver incomes
- More analysis is required develop parameters that balance goal of creating truly affordable options without significantly affecting participation in the program
- Council direction to revise terminology for now pending further study

1. Revise Affordability Terminology (cont.)

Proposed Solution:

- Amend ordinance to replace “affordable” with “income-based” while more substantive changes to the affordability parameters are under review
- Revise Definition of “Affordable Housing”: residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty percent of the household's monthly income.”
- Add Definition of Income-Based Housing: “Housing that has restrictions for income and/or rent based on funding, zoning or incentives.”

Result: Ordinance is more accurate and transparent while affordability/income limits are being reviewed further

2. Modify Public Benefit Options

Issue:

Current broad definition of “public benefit” for 8-year market rate housing projects in exchange for not providing any affordable units has led to inconsistencies and confusion.

Proposed Solution:

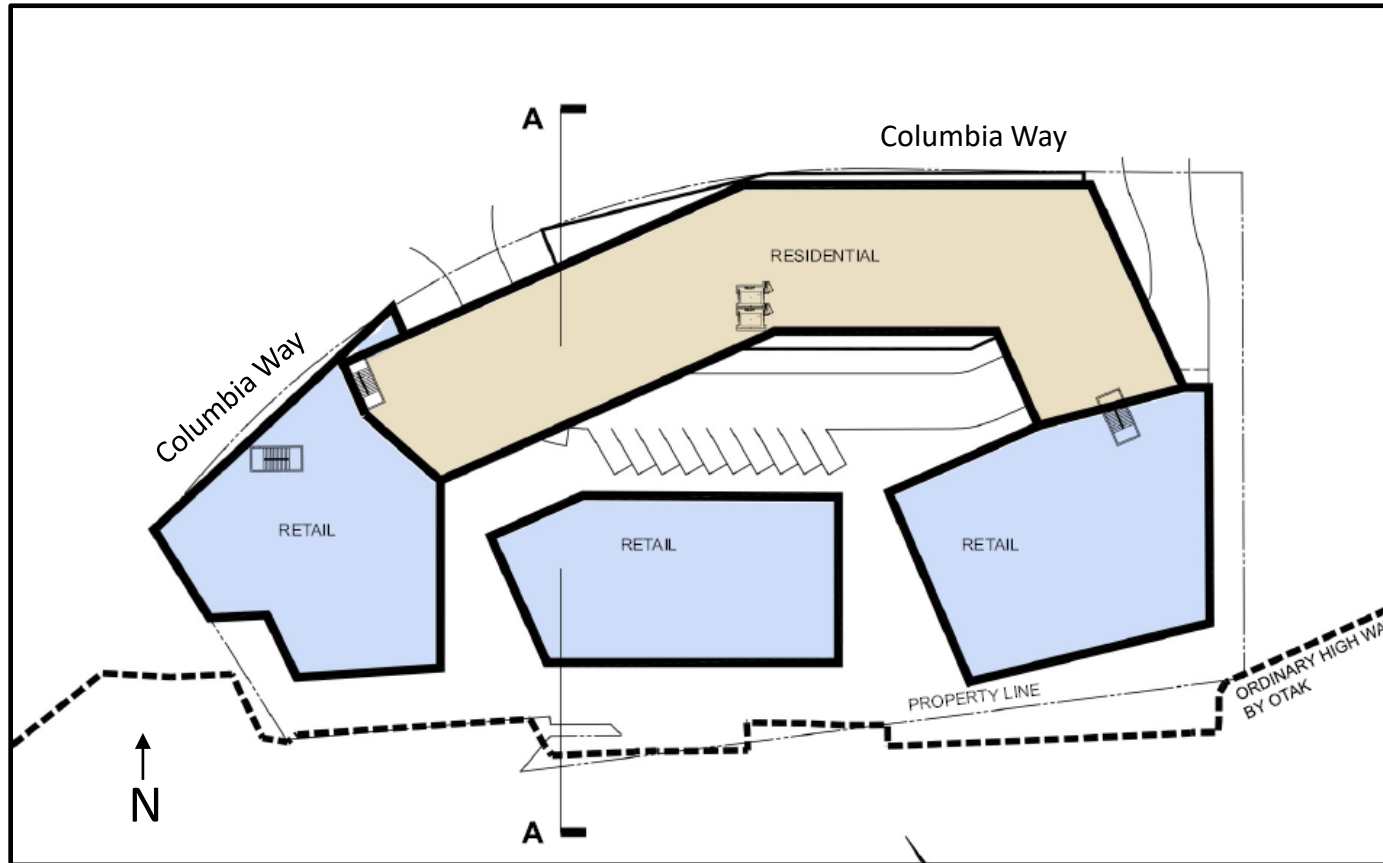
- ~~enhanced design~~
- *public art*
- *additional parking or structured parking beyond code requirement*
- ~~enhanced landscaping~~
- *homeownership component*
- ~~energy efficiency~~
- ~~consistency with subarea plan~~
- *enhanced infrastructure (e.g. public plaza, wider sidewalks, undergrounding utilities)*

3. Expand Downtown MFTE Boundary

- Kirkland Development is proposing to redevelop property immediately east of I-5 for a mixed-use project
- Proposal is for 200-220 market rate multi-family units, 115,000-140,000 square feet of office, retail and restaurant space, and structured parking
- Request is to expand Downtown MFTE area to include “Kirkland East” project.

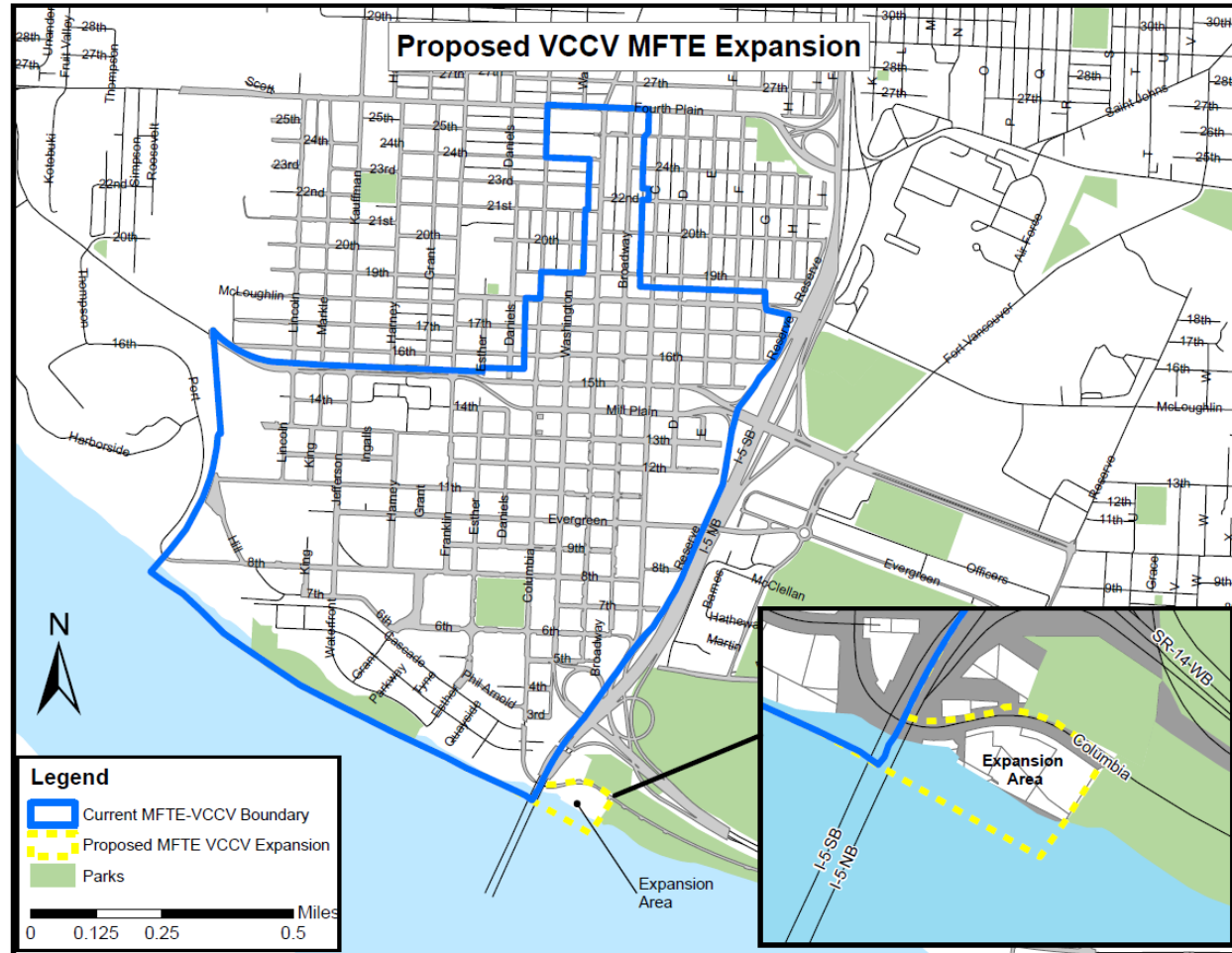


Kirkland East Project



Proposed MFTE Boundary Change

- Would add 2.0 acres to Downtown MFTE Area
- Site is zoned CX, City Center – same as downtown
- Site would meet eligibility criteria for MFTE program
- MFTE incentive would facilitate redevelopment and increased density



Next Steps

- March 8, 2021 First Reading
- March 15, 2021 Second Reading, Public Hearing
- April 15, 2021 Ordinance takes effect

- Legislative activity – monitor and advocate

- Future phases following legislative session

Questions and Discussion

VANCOUVER
CITY HALL



Chad Eiken, CED Director
chad.eiken@cityofvancouver.us

Peggy Sheehan, Community Services Mgr.
peggy.sheehan@cityofvancouver.us

Community Task Force on Policing

VANCOUVER
CITY HALL



February 22, 2021

Vancouver City Council Workshop

James McElvain, Vancouver Police Chief

Tanya Gray, Performance Analyst

Presentation Overview

Describe what we plan to accomplish today:

- Overview of Task Force
- Work Programs
 - Police Executive Research Forum (PERF) report and recommendations
 - Body Worn Cameras
- Anticipated Council Policy Actions
- Next Check-in
- Questions

Task Force Background & Mission

- 2019 –Police Executive Research Forum (PERF) commissioned to conduct a review of the department's use of force
- 2020 – PERF final report containing 84 recommendations
- Task Force convened to assure transparency & accountability during implementation of recommendations



Task Force Background & Mission

Review and advise the City on establishing a body-worn camera program for implementation in the 2021-2022 biennium

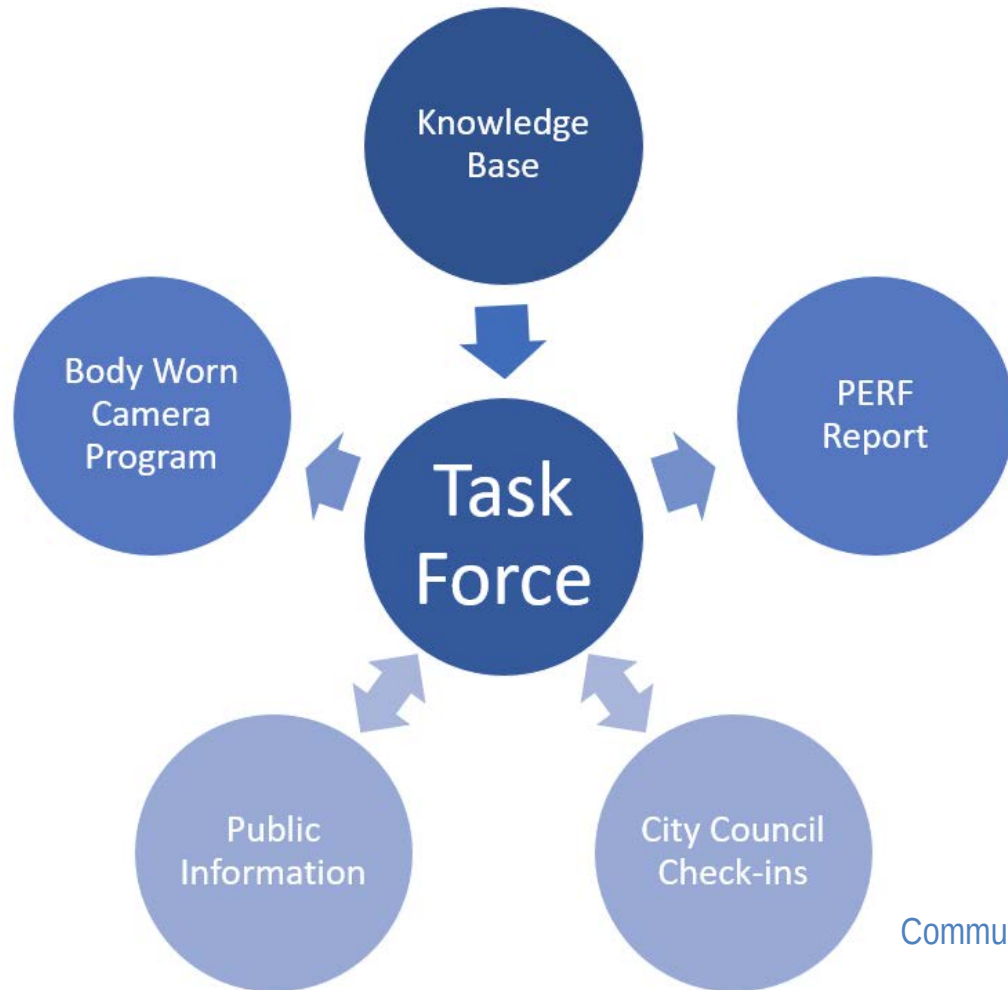


Task Force Members - Community

- Ed Hamilton Rosales, Southwest Washington League of United Latin American Citizens
- Clayton Mosher, Washington State University Vancouver
- Shareefah Hoover, National Association for the Advancement of Colored People (NAACP)
- Lynn Marzette, Vancouver Police Department's Chief's Diversity Advisory Committee
- Kim Schneiderman, National Alliance on Mental Illness (NAMI) of Southwest Washington
- Elvia Santos Dominguez, Vancouver Resident, Youth of Color resident
- Jamie Spinelli, Advocate for the homeless with Community Voices Are Born (CVAB) (*transition*)
- Anne McEnerny-Ogle, Vancouver Mayor
- Erik Paulsen, Vancouver City Councilmember
- Sarah Fox, Vancouver City Councilmember

Task Force Members – City Organization

- Executive Management
 - Eric Holmes, Vancouver City Manager
 - James McElvain, Vancouver Police Chief
- Labor
 - Dave King, Vancouver Police Department Command Guild
 - Neil Martin, Vancouver Police Department Police Officers' Guild



Vancouver Community Task Force on Policing		Task Force Meetings	September 1 2020	October 13	November 5	December 3	January 6, 2021	February 3	March 3	April 7	May 5	June 2	July 7	August 4	September 1
Meeting Topics															
Introduce Project <i>TF and staff team introductions</i> <i>Roles and Responsibilities</i>															
Knowledge Base Part I: PERF Report <i>Watch background videos in advance</i> <i>PERF Report review (in advance)</i> <i>ID information needs/Qs</i>															
Knowledge Base Part II: VPD 101/Police Foundations <i>Advance video/How police departments work</i> <i>How VPD works</i>															
Knowledge Base Part III: Training Practices & Legal Frameworks <i>Advance video by WA state police academy</i> <i>Presentation by City legal team</i>															
Knowledge Base Part IV: Resources & Implementation <i>Vancouver budget 101</i> <i>Trade-offs and choices</i>															
Knowledge Base Part V: TF Presentations <i>Presentations by TF members</i>															
Body Worn Camera Program Part I: Overview <i>Policies and best practices</i> <i>Considerations for VPD</i>															
Body Worn Camera Program Part II: Proposals															
Body Worn Camera Program Part III: Refinements															
Body Worn Camera Program Part IV: Recommendations															
PERF Report Recommendations Part I: Categories & Status <i>Groupings of recommendations</i> <i>Level of effort, timing, budget implications</i>															
PERF Report Recommendations Part II: Proposals															
PERF Report Recommendations Part III: Refinements															
PERF Report Recommendations Part IV: Recommendations															
City Council Check-ins <i>Regular updates to city council on the work of the TF</i> <i>TF participation</i>															
Public Information <i>Be Heard Vancouver</i> <i>Website updates</i>															

Task Force Work Programs

Implementation of PERF Recommendations - Policy Changes

(numbers refer to VPD policy numbers in policy manual)

- ✓ Completed: Policy 317 - Canines, Policy 417 - Response to Suicidal Subject Calls
- ✓ In draft and under review:
 - 300 Use of Force – under review by Task Force
 - 305-308 Defensive Tools – under review by Task Force
 - 309 Officer-involved Shootings – scheduled for review at future meeting
 - 453 Foot Pursuits – will provide written summary
 - 463 Crisis Intervention Incidents – scheduled for review at future meeting

Task Force Work Programs

Implementation of PERF Recommendations – Training Changes

- ✓ Integrating Communications, Assessment, and Tactics (ICAT) Training
- ✓ Critical Decision-making Model training
- ✓ De-escalation training
- ✓ Implicit Bias and Cultural Awareness training

Task Force Work Programs

Implementation of PERF Recommendations - Data

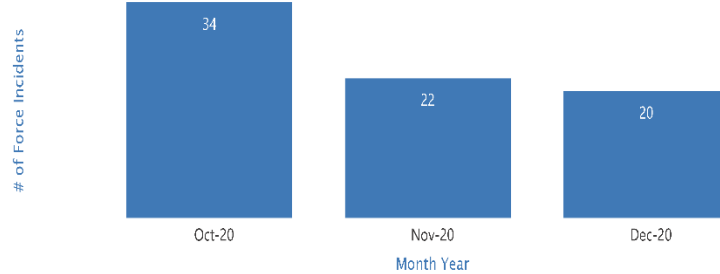
- ✓ VPD has created Use of Force Data dashboards updated quarterly
- ✓ New Records Management System activated November 2020
- ✓ Recommendations associated with data collection incorporated in new RMS

Force Incident Overview

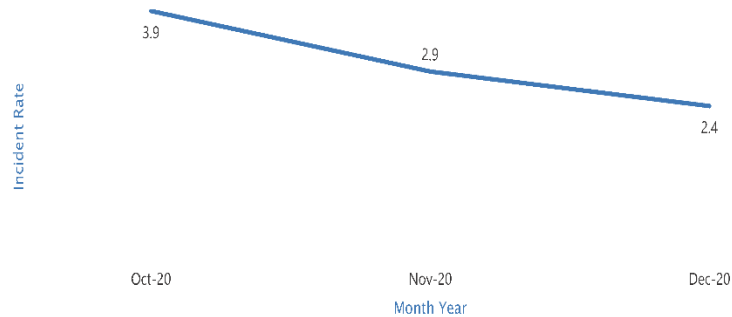
Vancouver Police Department Use of Force Report (2020 Q4)



Force Incidents per Month



Force Incidents per Thousand Dispatched Events



Force Incidents by Dispatched Event Initiation Type

Call For Service

72.37%

Officer-Initiated Activity

27.63%

10/01/2020 12/31/2020
From Date To Date

Task Force Work Programs

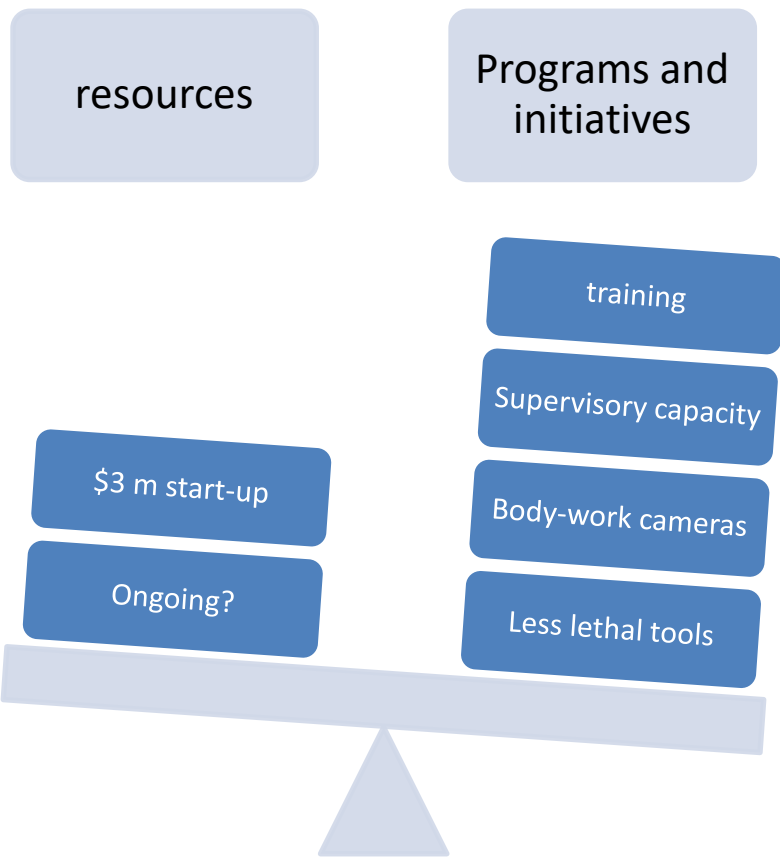
Body Worn Cameras (BWC)

- ✓ Provided overview of work done to date related to BWC program
- ✓ Begin Request for Proposal development and vendor selection
- ✓ Determine a more accurate budget and timeline

Resource and outcome considerations

Balancing Opportunities and priorities:

- PERF recommendations focused on improving use-of-force outcomes
- Body-worn cameras
- Start-up v ongoing funding



Anticipated Council Policy Actions

- Long term resourcing of needs associated with implementing department changes in use of force, BWC
- Labor considerations

Next Steps

Implementation of PERF Recommendations

- ✓ Continue to review policy changes
- ✓ Review proposed training changes and implementation plans
- ✓ Budget

Body Worn Cameras (BWC)

- ✓ Include Task Force participation on RFP development and vendor selection
- ✓ Policy development
- ✓ Determine a more accurate budget and timeline

Next Steps/Timeline

- June – Progress report – *potential decision point*
- August – Progress report – *potential decision point*
- October – Potential project wrap up or revisit timeline

Questions and Discussion

- Chief McElvain, Vancouver Police Chief
- Eric Holmes, City Manager



Staff Report 028-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/22/2021

SUBJECT Continued Use of Sourcewell Vector Contract 122017-FSC-2

Key Points

- The City uses cooperative purchase via Sourcewell Contract 122017-FSC-2 to procure Vector brand catch basin cleaners, water jetters, vacuum excavators, combination sewer cleaners, and hydro excavators.
- This contract expires on 02/20/2022.
- The City expects to spend over the \$300,000 threshold and requires Council approval for continued purchases.
- The Sourcewell contract is competitively bid and saves the City time and resources from performing our own solicitation.

Strategic Plan Alignment

N/A

Present Situation

The City uses Sourcewell contract 122017 FSC-2 to purchase Vector brand catch basin cleaners, water jetters, vacuum excavators, combination sewer cleaners, and hydro excavators. Sourcewell is a national purchasing cooperative.

Staff is requesting authorization to use this contract to purchase up to the Council approved annual budgeted amount for these commodities through the the end of the contract, which is February 20, 2022, and into any extended period negotiated by Sourcewell.

Advantage(s)

1. Economies of scale achieved by purchasing through the Sourcewell contract provide better pricing than the City could obtain on its own.
2. Cooperative purchasing creates efficiency and saves time and other City resources

Disadvantage(s)

None.

Budget Impact

1. Expenditures under this contract are anticipated to be one unit at \$300,000 in price in 2021 and nothing in 2022.
2. Actual expenditures under this contract are subject to current and future budget appropriations approved by Council.

Prior Council Review

None.

Action Requested

Authorize the City Manager or their designee to approve purchases under the Sourcewell contract 122017-FSC-2 for the life of the contract with Vactor brand authorized dealers.

Dan Zenger, Fleet Services Superintendent, 360-487-8205

ATTACHMENTS:

- Contract

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Federal Signal Corp. (Elgin sweeper Co. and Vactor Manufacturing)

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
		None	

Proposer's Signature:

Date: Dec. 15, 2017

NJPA's clarification on exceptions listed above:

Review and Approved:

 2/6/18
NJPA Legal Department

FORM D



Formal Offering of Proposal

(To be completed only by the Proposer)

SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES :

In compliance with the Request for Proposal (RFP) for SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

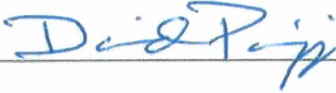
Company Name: Federal Signal Corp. Date: December 15, 2017

Company Address: 1415 West 22nd Street

City: Oakbrook State: IL Zip: 60523

CAGE Code/Duns & Bradstreet Number: 045256666 Elgin # 005212303
Vactor # 095793170

Contact Person: David Panizzi Title: Business Development Manager

Authorized Signature: David Panizzi  (Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

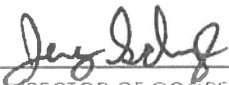
NJPA Contract #: 122017-FSC

Proposer's full legal name: Federal Signal Corp.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be February 20, 2018 and will expire on February 20, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on February 19, 2018

NJPA Contract # 122017-FSC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Federal Signal Corp.

Authorized Signatory's Title Business Development Manager



VENDOR AUTHORIZED SIGNATURE

David Panizzi

(NAME PRINTED OR TYPED)

Executed on 2/23, 2018

NJPA Contract # 122017-FSC

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: FEDERAL SIGNAL CORP - ELGIN SWEEPER COMPANY/VACTOR MANUFACTURING

Address: 1415 West 22nd St.

City/State/Zip: Oakbrook, IL 60523

Telephone Number: 630-954-2000

E-mail Address: dpanizzi@federalsignal.com

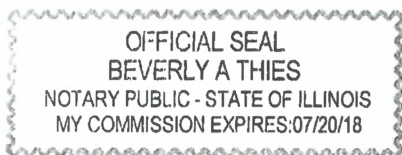
Authorized Signature: *David Panizzi*

Authorized Name (printed): David Panizzi

Title: Business Development Manager

Date: Dec. 15, 2017

Notarized



Subscribed and sworn to before me this 15TH day of DECEMBER, 2017

Notary Public in and for the County of KANE State of IL

My commission expires: 7/20/18

Signature: *Beverly A Thies*



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____ Federal Signal Corp (Elgin and Vactor) _____

Questionnaire completed by: _____ David Panizzi _____

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?
Payment terms are determined between the ESG dealer and the NJPA member. General terms between dealer and the ESG are Net 30.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Available leasing or financing programs are determined between the ESG Dealer and NJPA member. We do sponsor third party full service lease and turnkey maintenance program for our dealer. We have also worked with National Cooperative Leasing (NCL), an NJPA contract holding vendor, to provide information on leasing and financing solutions through our dealer network.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

NJPA member submits a Purchase Order to the ESG Dealer with payment made by the NJPA member to the ESG Dealer. ESG dealer will facilitate and process all product orders and invoicing. Elgin and Vactor equipment is exclusively provided by contracted dealers. If required, a detailed listing of dealers can be provided.

Our dealers report NJPA sales through their local Regional Sales Manager (RSM) who, in-turn, provide quarterly updates to internal Sales management. We are working to implement an enhanced process designed to gather all pertinent reporting information (Entity name, location, contact and transaction price) at the time of order. Manual reporting will be required for existing dealer stock inventory that is sold to NJPA members.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Not Applicable.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Standard Warranty is for 12 months on the complete unit but certain components have longer standard warranties (i.e. aux engines). These are identified in our standard limited warranty statement. The Statement also defines start date, applications, etc. Units are registered for warranty using our on-line

warranty system. Warranty repairs are performed by our contracted and certified dealers. Claims are filed by the ESG Service provider/dealer within the system as well. Additionally, the ESG service parts and warranty guide is published on the ESG Dealer website and contains claim submissions standards and guidelines for conducting warranty repairs. Generally, qualifying warranty claims for parts and labor are covered. Extended warranties are available for additional charge.

- Do your warranties cover all products, parts, and labor?
All Standard Warranty include material and labor to either repair or replace our option.
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
Standard Limited Warranty is based on in service days only. There is no restriction on hours.
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
ESG dealers are compensated for travel time up to 3 hours round trip, per reasonably required trip.
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
ESG Dealer network covers the entire U.S. and Canada. NJPA members can arrange with ESG dealer in their respective area to receive warranty work.
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
Warranties for items made by other manufactures are covered by the original equipment manufacture. We can and have intervened on behalf of our dealers and end-user customers to get the required OEM support (i.e. chassis or engine manufacturers).
- What are your proposed exchange and return programs and policies?
A product return or exchange is extremely rare. If circumstances merit that a product be returned or exchanged due to performance or other situation, we will review and handle on a case by case basis. If this ultimately means a return or exchange then we, along with our dealer, will work to facilitate the return or exchange with the goal of complete customer satisfaction and to be life-long repeat customers.

Regarding product trade-in or buybacks - Our dealers do provide product trade-in or buy-back amounts for many of our products. This is at our dealer discretion and can be discussed during the proposal/quoting process.

- 6) Describe any service contract options for the items included in your proposal.
Service contracts are not offered at the manufacture level. Most ESG dealerships do offer service contract options. This could be as simple as a maintenance agreement with the end user to a full-service parts, maintenance and exchange program. these programs vary by dealers.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Elgin Street Sweepers including mechanical, pure vacuum and regenerative air sweepers. Vactor Combination Sewer Cleaners, Stand-alone Catch-basin Cleaners and Jetters, and Hydro Excavation Machines.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Elgin will use Excel Spreadsheets for each street sweeper model. Vactor will use pdf files for each product category including combination sewer cleaners, jetters and the various hydro-excavation

products. The price sheets/files will list top-level models with line item pricing for all available option content. The price sheets do contain a great deal of information but are separated by model or product category to help the NJPA members understand.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents a 50% percent discount from the MSRP or your published list.

NJPA Members enjoy a 3% discount from list price. The Elgin price sheets provided will show line-item pricing and calculate and apply the 3% NJPA discount. The Vactor pdf pricing files will have the 3% discount already calculated and applied to each line item. This will represent the ceiling based price. Additional discounting may be considered for volume purchases or unique situations. This is handled on a case-by-case basis

- 10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☐ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☒ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Quantity or Volume discounts may be considered but this would be on a case-by-case basis.

- 12) Propose a method of facilitating "sourced" products or related services which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Elgin and Vactor offer "special" option capability which allows engineering to research and design unique product features. These "specials" will be priced using our specials process (to determine a list price) and discounted at the 3% level (minimum).

The "sourced" product would be stock chassis or special chassis options to which the 3% discount would not apply. Our stock (Elgin or Vactor spec) chassis are considered a "pass-through" cost item. This means we do not look to profit from required "sourced product" and therefore look to only recoup our costs. That's why no discount would apply to the "sourced" product.

- 13) Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Any Dealer costs for dealer installed items including local freight and PDI are not included in our pricing submittal. Any costs associated with the delivery of a piece of equipment to an NJPA member AFTER it has been delivered to the respective ESG dealer is negotiated between the ESG Dealer and the NJPA member. Such costs could be delivery from ESG Dealer to the NJPA member, putting the unit into service, special or additional training, recommended spare parts, etc.

These additional costs would only be imposed by our authorized dealers.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Any costs associated with the delivery of a piece of equipment to an NJPA member AFTER it has been delivered to the respective ESG dealer is negotiated between the ESG Dealer and the NJPA member.

Such costs could be delivery from ESG Dealer to the NJPA member, putting the unit into service, specialized or additional training, recommended spare parts, etc.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

ESG has Dealers in Alaska, Hawaii and Canada (and through out the world). Elgin and Vactor works with the ESG dealer to deliver the unit to their specified location and the ESG dealer would deliver the unit to the NJPA customer. We currently have products operating in Alaska, Hawaii and Canada. Delivery to these locations are standard practices that may include packaging for water/sea freight.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

ESG delivers the piece of equipment to the ESG Dealer who works with the NJPA member on delivery method. Because of the size of our products unique or varied delivery options may not be available or work logistically.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Dealers are required to indicate an NJPA member purchase on their purchase order to us. Dealers are required to report customer information including Name, Contact information, and transaction price. ESG Director of Dealer Sales tracks and reports on all NJPA contract sales on a Quarterly basis. The only exception to this are for units that are existing dealer inventory (dealer stock) that are sold after the transaction between us and our dealer has transpired. The sales are more difficult to track and have delayed reporting in the past. We will be tasking our Regional Sales Managers with gathering and reporting this information in a timely manner.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We proposed to pay a 0.5% administrative fee to the NJPA for contract administration, facilitation and promotion. This fee would be calculated on the dealer-to-NJPA member transaction price less the price of the required chassis. This fee is consistent with our previous NJPA contract and will not be included as part of the pricing to NJPA members.

Industry-Specific Questions

- 19) Describe the top three market differentiators of your products/services relative to the industry.

We offer the most comprehensive product line in both the street sweeper and sewer cleaning industry.

We have various models of sweepers that use mechanical, regenerative air and pure vacuum sweeping technologies. We focus on what is best for a specific user's application and do not push one technology over another. We offer alternative fueled vehicles as well as waterless dust suppression that not all competitors can match. Again, this allows us to cater to the specific customer's needs rather than using a generic model and trying to "option" it to fit.

With sewer cleaners we offer various sizes from tow-behind trailer units to full size units with extra axels for appropriate weight distribution and bridge law. We offer air movement (vacuum) options from Fan to Positive Displacement (PD blower) units. We have recently introduced options that provide for extra production efficiencies and convenience including water recycling and new control packages.

Our dealer distribution is simply the best - with the greatest geographical coverage for North America virtually no customer will go unserved. All areas of the US and Canada have an assigned dealer. Plus, we have products that meet the full scope of this RFP category.

20) Identify how your products, services and supplies address the scope of this RFP.

The Vactor and Elgin product lines address all aspects of the Scope of this RFP. We are offering multiple models of **Sewer Vacuuming, Hydro Excavation and Street Sweeper Equipment**. We offer varied sizes with an exceptional amount of option availability to customize product to specific member needs. Our companies have a long history of leading our industries and we possess a strong reputation within those industries. Our business is financial strong and we have proven over the years to be an excellent business partner.

Signature:  Date: Dec. 15, 2017



Staff Report 029-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/22/2021

SUBJECT Continued Use of Sourcewell Vaccon Contract 122017-AMI/VAC

Key Points

- The City uses cooperative purchase via Sourcewell Contract 122017-AMI/VAC to procure Vaccon brand truck mounted combination water and air sewer cleaners, combination recycler cleaners, hydro-excavation machines, jetter machines, vacuum loader trucks, and 3 yard combination sewer cleaners.
- This contract expires 02/20/2022.
- The City expects to spend over the \$300,000 threshold and requires Council approval for continued purchases.
- The Sourcewell contract is competitively bid and saves the City time and resources from performing our own solicitation.

Strategic Plan Alignment

N/A

Present Situation

The City uses cooperative purchase via Sourcewell Contract 122017-AMI/VAC to procure Vaccon brand truck mounted combination water and air sewer cleaners, hydro-excavation machines, jetter machines, and vacuum loader trucks. Sourcewell is a national purchasing co-operative.

Staff is requesting authorization to use this contract to purchase up to the Council approved annual budgeted amount for these commodities through the end of the contract, which is February 20, 2022, and into any extended period negotiated by Sourcewell.

Advantage(s)

1. Economies of scale achieved by purchasing through the Sourcewell contract provide better pricing than the City could obtain on its own.

2. Cooperative purchasing creates efficiency and saves time and other City resources.

Disadvantage(s)

None.

Budget Impact

1. Expenditures under this contract are anticipated to be \$900,000 for three units in in 2021 and nothing in 2022.
2. Actual expenditures under this contract are subject to current and future budget appropriations approved by Council.

Prior Council Review

None

Action Requested

Authorize the City Manager or their designee to approve purchases under the Sourcewell contract 122017-FSC-2 for the life of the contract with Vaccon brand authorized dealers.

Dan Zenger, Fleet Services Superintendent, 360-487-8205

ATTACHMENTS:

- ▣ Contract

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: ATLANTIC MACHINERY, INC.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
		NO EXCEPTIONS TAKEN	

Proposer's Signature: Date: 12/17/17**NJPA's clarification on exceptions listed above:**Review and Approved: 

NJPA Legal Department

2/6/18

SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED
ACCESSORIES AND SUPPLIES

In compliance with the Request for Proposal (RFP) for SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: ATLANTIC MACHINERY, INC Date: 12/17/17

Company Address: 2628 GARFIELD AVE.

City: SILVER SPRING State: MD Zip: 20910

CAGE Code/Duns & Bradstreet Number: 0S034 DUNS# 05-7367484

Contact Person: MJ DUBOIS Title: CONTRACTS ADMINISTRATOR

Authorized Signature:  M. J. Dubois
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

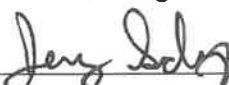
NJPA Contract #: 122017-AMI

Proposer's full legal name: Atlantic Machinery, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be February 20, 2018 and will expire on February 20, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on February 19, 2018

NJPA Contract # 122017-AMI

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Atlantic Machinery, Inc.

Authorized Signatory's Title Contract Administrator



VENDOR AUTHORIZED SIGNATURE

M J DuBois
(NAME PRINTED OR TYPED)

Executed on February 21, 2018

NJPA Contract # 122017-AMI

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

Company Name: ATLANTIC MACHINERY, INC.

Address: 2628 GARFIELD AVE.

City/State/Zip: SILVER SPRING, MD 20910

Telephone Number: 301-585-0800

E-mail Address: MJDUBOIS@ATLANTIC MACHINERYINC.COM

Authorized Signature: Mary Julia Dubois

Authorized Name (printed): MJ DUBOIS

Title: CONTRACTS ADMINISTRATOR

Date: 12/15/2017

Notarized

Subscribed and sworn to before me this 14th day of December, 20 17

Notary Public in and for the County of Dorchester State of MD

My commission expires: 06/06/2021

Signature: John Ruder

**PROPOSER QUESTIONNAIRE****Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: ATLANTIC MACHINERY, INC.

Questionnaire completed by: MJ DUBOIS

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)? **Terms for all items are Net 30. The Certificate of Origin for truck mounted equipment will be transferred to the customer after receipt of payment in full.**
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
We do have municipal and non-profit leasing available thru a third party vendor if there is Member interest. We are not quoting rates or terms for leasing, however it should be known to Members that we have this service available to them. We will also work with any leasing agency of Member's choice.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders. **The customer or dealer will contact Atlantic Machinery, M.J. DuBois, for initial information, contract questions, and ordering item/s. Atlantic Machinery, Inc. will provide the customer/dealer with a quotation meeting the NJPA Contract requirements, receive the customer Purchase Order, order the unit/s from the manufacturer, fill the order, ship the order to the local dealer for pre-delivery inspection and test, the local dealer will then deliver the unit, train on the unit and Atlantic Machinery will invoice for the item/s to the customer. The local dealer will receive the proceeds of a sale in their prospective territory; this encourages contract participation. Atlantic Machinery will be the single source for the NJPA Contract sale and reporting sales to NJPA.**
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process? **We do not accept the P-card procurement for the purchase of items proposed in this contract.**

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
Please see attached Warranty Certificates from the proposed manufacturers. Warranty covers all products, parts and labor against manufacturer defect.
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
Yes, warranties are limited to restrictions of time and usage. All warranties meet or exceed industry norm. Members, if required, must return defective parts and/or materials and will be directed individually. Limitations exist for normal wear and tear parts, vandalism, misuse, and lack of required maintenance. See Warranty Certificates for further details.
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
Warranty coverage does not include travel time. The customer is responsible to bring in the equipment to a local dealer. The local dealer will then provide the parts and labor for warranty repair. If there is no local dealer available for repair or distance to the dealer is too great, the manufacturers will typically pay the current warranty

hourly rate to the customer for doing an “in-house” repair. This type of repair must be authorized by the manufacturer or local dealer prior to approval. Parts will be provided directly to the customer in these circumstances and will be evaluated on a case by case basis.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

Most all of the United States and Canada are covered by local dealerships. We do not expect that there will be any geographic limitations to our coverages. If one does occur and there is no local dealer available for warranty repair, the manufacturer will typically pay the current warranty rate directly to the customer to do an “in-house” repair. If the customer is unable to do the warranty repair, the manufacturer will send out a technician to the customer location to complete the repair. This will be evaluated on a case-by-case basis.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

All the manufacturers represented in this response will represent their own product warranties. The proposed manufactures will “quarterback” with the sub-contracted vendors to work thru warranty items to assist the NJPA Member.

- What are your proposed exchange and return programs and policies?

Because the products that we are offering in this proposal are “Built to Order”, there is no return or exchange policy. If we have not built a product to customer specification, we will replace or rebuild the item as required to make the product as specified. We strive for customer satisfaction upon delivery. We are willing to negotiate any issues or problems that exist on a case by case basis.

- Describe any service contract options for the items included in your proposal.

NJPA Members can contact their local dealer for service contracts for their equipment. We are not offering any service type contracts at this time.

Pricing, Delivery, Audits, and Administrative Fee

- 6) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Atlantic Machinery, Inc. is a dealership offering only products within the sewer and street cleaning industry. The manufacturer’s products we wish to represent on this contract are Vac-Con, Inc., Vector Technologies, LTC and Ravo. The entire product lines for each manufacturer are being proposed. Please find the listing of products available by each manufacturer listed below.

VAC-CON, INC.

- **Truck mounted Combination Jet/Vacuum Sewer Cleaners**

This machine shall be capable of removing stones, grit, grease, sludge and other debris from sanitary sewer and/or storm drain lines by the flushing action of high-pressure water. The high-pressure sewer cleaner is operated independent of the vacuum system. This machine shall include an air conveying vacuum system to provide for the simultaneous removal of the debris flushed to the manhole by the high-pressure water system or for the removal of debris from sewers, sumps, catch basins, digesters, wet wells, etc.

- **Truck mounted Catch Basin Cleaners:**

This machine is used for removing sand, grit, grease, sludge, stones and other material from catch basins, pumping stations and other facilities. This machine shall have a self-contained water supply. This machine shall include an air conveying system capable of removing debris from catch basins, sumps, digesters, and wet wells and include a sealed body for storage and removal of the collect debris.

- **Truck mounted High Pressure Jet Rodders:**

This machine is capable of removing stones, grit, grease, sludge and other debris from sanitary sewer and/or storm drain lines by flushing action of high-pressure water. This machine will be equipped with a self-contained, non-corrosive, non-metallic water tank supply as the water source for the high pressure pump.

- **Truck mounted Hydro-Excavators:**

This machine shall be capable of excavating with high pressure water and/or air and removing all material with a powerful vacuum from depths of up to 60'. This machine shall include a high pressure water pump and water supply tank, a heating system for the water supply tank (if required), and all necessary digging lances. A compressed air system is also available for digging when required. All material excavated shall be loaded into the truck thru a large suction hose and hydraulic support boom. The debris is offloaded by a fully dumping debris tank.

- **Truck mounted Industrial Vacuum Loaders:**

This machine shall be capable of removing industrial waste from great distances (450'-500'). This machine utilizes an extremely powerful vacuum system and has a very efficient filtration system. Lime, fly ash, and all manner of granular materials are frequently moved by these machines.

- **Vacuum Pumper trucks:**

Vacuum pumper's are used for cleaning septic systems, portable toilets and grease traps and utilize 3-4" diameter vacuum hose. This type unit consists of a pressurized tank utilizing a rotary vane vacuum pump and typically offload by pressure.

VECTOR

- **Trailer mounted Combination Jet/Vacuum Sewer Cleaners**

This machine shall be capable of removing stones, grit, grease, sludge and other debris from sanitary sewer and/or storm drain lines by the flushing action of high-pressure water. The high-pressure sewer cleaner is operated independent of the vacuum system. This machine shall include an air conveying vacuum system to provide for the simultaneous removal of the debris flushed to the manhole by the high-pressure water system or for the removal of debris from sewers, sumps, catch basins, digesters, wet wells, etc.

- **Trailer mounted High Pressure Jet Rodders:**

This machine is capable of removing stones, grit, grease, sludge and other debris from sanitary sewer and/or storm drain lines by flushing action of high-pressure water. This machine will be equipped with a self-contained, non-corrosive, non-metallic water tank supply as the water source for the high pressure pump.

- **Trailer mounted Hydro-Excavators:**

This machine shall be capable of excavating with high pressure water and/or air and removing all material with a powerful vacuum from depths of up to 60'. This machine shall include a high pressure water pump and water supply tank, a heating system for the water supply tank (if required), and all necessary digging lances. A compressed air system is also available for digging when required. All material excavated shall be loaded into the truck thru a large suction hose and hydraulic support boom. The debris is offloaded by a fully dumping debris tank.

- **Trailer mounted Industrial Vacuum Loaders:**

This machine shall be capable of removing industrial waste from great distances (450'-500'). This machine utilizes an extremely powerful vacuum system and has a very efficient filtration system. Lime, fly ash, and all manner of granular materials are frequently moved by these machines.

RAVO

- **Compact Sweepers**

Purpose built compact vacuum sweeper, easy to maintain, economical in fuel consumption with the same capacities as a truck mounted sweeper. These sweepers are high on innovation and low on dust.

- 7) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

It is our intent to offer a percentage discount from the manufacturer list price to the NJPA on all of the items being proposed in this offer. Each manufacturer's discount will be based on a percentage off of the profit making portion of this award.

It is our intent to model this discount structure based on our previous NJPA Contract. It is a simple off the list price percentage calculation. We are representing Vac-Con, Vector, Ravo as body manufacturers. These manufacturers mount their products on commercial truck chassis (Except for Ravo). In order to provide the customer with convenience and the best pricing available, we will provide the truck chassis with no profit associated, Pass-Thru Price. This gives the NJPA customers the ability to utilize quantity discounts that are offered by the chassis manufacturers to the body manufacturers. All proposed manufacturers purchase directly from the chassis manufacturer with substantial quantity discounts. We will also allow the customer to supply their own chassis in order for us to mount the body at no additional cost.

- 8) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

DISCOUNT RANGE FROM 5% TO 10% FROM MSRP

VAC-CON: We are proposing to provide NJPA a 10% discount from the manufacturer's base model list price for the Dual Engine Combo, Single Engine Combo, Industrial Vacuum Unit, and Hydro Excavation Units. We are proposing to provide NJPA with a 5% discount from the manufacturer's base model list price for the Hotshot High Pressure Jets, 3-Yard Combination units and Vacuum Pumper Units.

VECTOR: We are proposing to provide NJPA a 5% discount from Vector's base model list price for all of their products.

RAVO: We are proposing to provide NJPA a 5% discount from Ravo's base model list price.

9) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☐ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☒ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

10) Describe any quantity or volume discounts or rebate programs that you offer.

Our entire bid response is based on quantity and volume discounts. We have enjoyed the ability to sell to your Members for the last eight years. We individually price each Member Quote based on option content and quantity.

We will offer additional discounts for volume purchases. We will offer an additional 3% discount off the base unit discounted price for a single Purchase Order and single delivery location for 3 or more units.

11) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

It is our intention to cover all items available from each manufacturer on our price lists. We do realize from time to time there may be individual requirements that will not be listed. We will provide any items "specific" to NJPA Members needs that we are able to. The pricing for such items will be discounted based on the same structure that is presented in our profit making products. Prior to accepting an order with Open Market items from an NJPA Member, we will discuss the availability of a specific request and price the item. Any documentation of cost that we can provide for these items will be presented on an individual basis.

12) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

There are several costs not included in the pricing submitted in this proposal. These costs are listed below:

Freight and Delivery: Freight costs will be pre-paid and added to the Members invoice. Small items will be, in most cases, delivered by UPS. Other freight carriers may be utilized in shipments, i.e. Federal Express, DHL and common carrier for truck freight. The actual cost of shipment will be passed thru to the customer. We will not mark up this item for profit. Minimal handling fees may be added where special packaging is required. The Member will be notified of these charges if applicable prior to order placement.

Federal Excise Tax: We are required by law to collect Federal Excise Tax on any truck mounted unit rated above 33,000 GVW. This tax will be added to the customer invoice as a separate line item. We will pay this tax directly to the Internal Revenue Service. The rate of tax is calculated at 12%. Most municipal and non-profit entities are exempt from this tax. If we are provided a Federal Excise Tax Exemption Certificate, we will not be required to collect this tax.

Mounting Fee: This fee is charged to the customer when ordering a truck mounted unit. Mounting fees cover the cost of the mounting of the body on the desired truck chassis.

Federally Mandated Items: The cost of any federally mandated items will be passed on to the Member. Our pricing includes any federally mandated items that are mandated at the time of this proposal. Should there be a Federal Mandate after the date of this proposal, any cost incurred to meet the requirements of this mandate will be passed on to the member. Any costs applicable will be provided to the Member prior to any Purchase Order being issued. This fee would

typically be charged to meet any future EFP standards that may arise. An example of such costs would be in meeting Federal Emission Standards.

Local Dealer Pre-Delivery Inspection: This cost is charged by local dealers to inspect, test and in service the unit prior to delivery. This cost is a pass thru cost to the member.

- 13) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

All freight charges are pre-paid and added to the Member quotation for convenience. Members always have the choice of picking up the units at the factory or retain a 3rd party of their choice to deliver the equipment. The freight charges we impose are at a pass thru price. The manufacturers represented have negotiated quantity discounted shipping rates and will pass those discounts on to the Members. Most offered items are custom built to customer specification. Anticipated delivery of items ordered on a stock chassis or customer supplied chassis is expect to be 45-90 days after receipt of order or customer chassis. Anticipated delivery of an item ordered on a "special order" chassis is expected to be 120-180 days after receipt of order; however, this time can vary greatly depending upon chassis manufacturer back log.

Small shipments will be delivered by UPS. Other freight carriers may be utilized as well. The actual cost of the freight will be passed thru to the Member. Minimal handling fees may be added where special packaging is required.

Delivery of truck mounted units will be pre-paid and added to Member invoice. Both "Drive-A-Way" service and common carrier service will be used. At this time the negotiated rate for drive-away service is \$2.50 to \$3.50 per mile. The actual cost of the service will be passed thru to the customer.

- 14) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

The shipping and delivery charges for Canada, Alaska and Hawaii and any other off shore location are the same as the previously stated delivery programs for the contiguous US. The shipping charges to the port location will be calculated in the same manner. If the customer wishes us to deliver via ocean transport, we will pass on the negotiated shipping rates that we will pay to the ocean transport carrier to the Member. It has been our experience that the customers in these locations usually have their own negotiated rates with shipping carriers. If this is the case, we will provide the customer shipping to their desired port and provide the customer with the appropriate documentation required. We strive to provide the equipment as customer specified and to their satisfaction upon delivery.

- 15) Describe any unique distribution and/or delivery methods or options offered in your proposal.

As stated above, we do pass on negotiated, competitively bid freight pricing to our customers.

- 16) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Due to the unique nature of our proposed contract representation, we build in an automatic audit process. Atlantic Machinery being the proposed Contract Administrator and single source for receipt of Member Purchase Orders, allows for this self-audit process. Atlantic Machinery will not have to rely on multiple reports from individual dealerships for an accurate accounting of sales. As in the previous NJPA Contract Award, we will have the ability to account for every sale at time of order. There is no after the fact gathering of information. Atlantic Machinery prepares the quotation for the Member under the Contract guideline. Every NJPA Member quotation delineates the NJPA Contract Number. When a Purchase Order is received, we also require the Purchase Order to reference the contract. This process make it clear for all personnel to recognize that it is an NJPA contract sale. The sale, when received, is booked and accounted for on our NJPA sales list. This makes the end of quarter reporting complete at the actual end of quarter.

As a secondary check, when Atlantic Machinery receives a payment for a unit, we verify the contract used in its purchase. This ensures the correct accounting for the sale on a second level.

- 17) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We propose an administrative fee of 1% due to the unique nature and makeup of the products that we intend to represent in this proposed NJPA contract. The components of the proposed products consist of items that are not added for profit

Vac-con market differentiators:

- 1) The only manufacturer offering a two engine design so that vacuum and jetting each have a separate and independent power source. This also means that a smaller more fuel efficient truck chassis engine (gas and diesel options offered) may be used.
- 2) The only manufacturer providing standard fully hydrostatic powering of both vacuum and jetting systems allowing the truck chassis to remain in neutral while in operation.
- 3) Vac-Con's new Aeroboost™ vacuum compressor creates more vacuum at a reduced speed saving fuel and reducing noise emissions. Newly designed air flow creates better material separation in the tank.

Vector market differentiators:

- 1) All fully welded rectangular tube steel trailer frame and highest quality components such as John Deere and Kubota engines and Roots positive displacement blowers and gates hydraulic components
- 2) The service provided thru our direct employees and Vac-Con's dealer network.
- 3) Superior customer application: engineering expertise allowing custom design and build for customer's particular application.

RAVO market differentiators:

- 1) High capacity (6.5 cu. Yds.) in a small compact package that is not truck mounted.
- 2) All sweeping done in front of the front wheels so material is swept and vacuumed before it is driven over.
- 3) High visibility and maneuverability

19) Identify how your products, services and supplies address the scope of this RFP.

All of our represented manufacturer's products, services and supplies are of the highest valued solutions which exceed current and future needs/requirements of your Members. This is demonstrated by their continuous process and product improvement. These manufacturers are the leaders in their industry with "green initiatives" and with constant product development to provide your Members with solutions to their Sewer and Street Cleaning needs today and in the future.

This response offers a wide range of products to your Members environmental equipment needs and will provide solutions for every Member's application within the scope of this Contract.

Signature: _____

Date: _____



Staff Report 030-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/22/2021

SUBJECT Ammunition Purchase for Vancouver Police Department

Key Points

- The City purchases ammunition for the Vancouver Police Department (VPD) under a Washington State Contract.
- Purchases are expected to exceed the current \$300,000 threshold, requiring Council approval.
- Ammunition remains difficult to purchase and receive on-demand. This requires VPD to maintain a supply onhand and plan/purchase supplies about a year in advance.

Strategic Plan Alignment

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

Present Situation

The City purchases ammunition through San Diego Police Equipment under Washington State Contract #02616. Purchases are expected to exceed the current \$300,000 threshold, requiring Council approval. The raising of this threshold to a maximum of \$700,000 for the next additional three years, ending December 31, 2023, will enable Vancouver Police Department to continue to purchase ammunition in a quick manner while taking advantage of the Washington State Contract's competitive pricing.

Advantage(s)

1. Utilizes an existing contract through Washington State that is good through December 31, 2023, to take advantage of competitive pricing.
2. Ensures VPD has sufficient ammunition on hand.

Disadvantage(s)

None

Budget Impact

None. Appropriation was approved through the 2021-2022 Biennial Budget. VPD has spent on average \$145,000 per year on ammunitions.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to continue to purchase ammunition from San Diego Police Equipment of San Diego, CA, under Washington State Contract #02616, up to a maximum of \$700,000 through December 31, 2023.

James McElvain, Vancouver Police Chief, 360-487-7473; Daphine Harris, VPD Finance and Logistics Supervisor, 360-487-7498

ATTACHMENTS:

- ▣ Master Contract No. 02616

MASTER CONTRACT

No. 02616

AMMUNITION

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

SAN DIEGO POLICE EQUIPMENT COMPANY, INC.

Dated January 1, 2017

MASTER CONTRACT

No. 02616

AMMUNITION

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and San Diego Police Equipment Company, Inc. a California Corporation ("Contractor") and is dated as of January 1, 2017.

RECITALS

- A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Invitation For Bid No. 02616 dated September 14, 2016 regarding Ammunition.
- C. Enterprise Services evaluated all responses to the Invitation For Bid and identified Contractor as an apparent successful bidder.
- D. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E. The purpose of this Master Contract is to enable eligible purchasers to purchase the goods and/or services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. **TERM.** The term of this Master Contract is fixed for seventy-two (72) months commencing January 1, 2017 and ending December 31, 2023.
- 2. **ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities ("Purchaser"):
 - 2.1. **WASHINGTON STATE AGENCIES.** This Master Contract may be utilized by:
 - Washington state agencies, departments, offices, divisions, boards, and commission; and
 - Any of the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.
 - 2.2. **MCUA PARTIES.** This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts);

- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED GOODS, PRICE, AND SPECIFICATIONS.

3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell only those goods and/or services set forth in *Exhibit A – Included Goods* for the prices also set forth in *Exhibit A*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods and/or services beyond those set forth in *Exhibit A – Included Goods/Services*. Goods must conform to the specifications set forth in *Exhibit B – Ammunition Specifications*.

3.2. STATE'S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods and/or services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.

3.3. ECONOMIC ADJUSTMENT. Pricing will remain firm and fixed for the initial term of the contract. After twenty-four (24) months, the prices set forth in *Exhibit B* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of final data published as of November each year (preliminary data will not be used). Prices shall be adjusted on February 1, 2019 and annually on February 1 thereafter. If an index is recoded, and the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$

The following final data from this US BLS index will be inserted in the formula above:	
Small arms ammunition mfg.	PCU3329923329920

3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services* (subject to economic adjustment as set forth herein).

3.5. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.

- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any goods and/or services sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 4.4. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 4.5. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.6. **STATEWIDE PAYEE DESK.** Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.7. **MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs.

Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

- 4.8. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order goods and/or services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively “Purchaser Order”). All order documents must reference the Master Contract number.

- 5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:

- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser’s normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.
- (b) Contractor shall ship all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Purchaser’s specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser’s fault or negligence.
- (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser’s Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

- 5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Master Contract are subject to Purchaser’s reasonable inspection, testing, and approval at Purchaser’s destination. Purchaser reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Master Contract and Purchaser’s Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser’s option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor’s expense,

any or all of the damaged goods and/or services or, at Purchaser's option, Purchaser may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

5.4. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, or other security requirements.

6. INVOICING & PAYMENT.

6.1. CONTRACTOR INVOICE. Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

- (a) Master Contract No. 02616
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
- (c) Contractor's Federal Tax Identification Number
- (d) Date(s) of delivery
- (e) Invoice amount; and
- (f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

6.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.

6.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

6.4. NO ADVANCE PAYMENT. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.

6.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.

6.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

7.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Melanie Williams
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-9399
Email: Melanie.Williams@des.wa.gov

Contractor

Attn: __Ryan King_____
San Diego Police Equipment Co. Inc.
_8205-A Ronson Road_____
_San Diego, CA 92111_____
Tel: (858) 974-8500
Email: ryan@sandiegopoliceequipment.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

7.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.

7.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: __Tina Baker_____
San Diego Police Equipment Co. Inc.
_8205-A Ronson Road_____
_San Diego, CA 92111_____
Tel: (858) 974-8500
Email: tina@sandiegopoliceequipment.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

8.1. MASTER CONTRACT SALES REPORTING. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting

vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.

- (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

8.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.74 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .0074.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to

pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

8.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.

8.4. SMALL BUSINESS INCLUSION. Upon Request by Enterprise Services, Contractor shall provide, within thirty (30) days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements.

9. RECORDS RETENTION & AUDITS.

9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

9.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

9.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such

overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

10. INSURANCE.

- 10.1. **REQUIRED INSURANCE.** During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.
- 10.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. CLAIMS.

- 11.1. **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, agents, and Contractors in connection with Contractor's operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
- 11.2. **THIRD-PARTY CLAIMS; INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

- 12. **DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the

dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

13. SUSPENSION & TERMINATION; REMEDIES.

- 13.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.
- 13.2. **DEFAULT.** Each of the following events shall constitute default of this Master Contract by Contractor:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay contract management fees when due;
 - (b) Contractor breaches any representation or warranty provided herein; or
 - (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.
- 13.3. **REMEDIES FOR DEFAULT.**
- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
 - (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.
- 13.4. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.
- 13.5. **GOVERNMENTAL TERMINATION.**
- (a) **Termination for Withdrawal of Authority.** Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event

of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

- (b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Master Contract; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

- 13.6. TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

14. GENERAL PROVISIONS.

- 14.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.
- 14.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.
- 14.3. INTEGRATED AGREEMENT. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 14.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- 14.5. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 14.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 14.7. ASSIGNMENTS. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor

may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.

- 14.8. **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 14.9. **PUBLIC INFORMATION.** This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.
- 14.10. **ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES.** Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 14.11. **FEDERAL FUNDS.** To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 14.12. **SEVERABILITY.** If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 14.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 14.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 14.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.

- 14.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 14.17. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 14.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 14.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 14.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 14.21. CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 14.22. ELECTRONIC SIGNATURES. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.

14.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: Melanie Williams
Melanie Williams
Its: Contracts Specialist

SAN DIEGO POLICE EQUIPMENT COMPANY, INC.,
a California Corporation

By: BH
Ryan King
Its: Sales Manager

EXHIBIT A

INCLUDED GOODS/PRICING

CATEGORY A – Handgun Ammunition									
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
1	Federal	American Eagle	AE9DP	Full Metal Jacket	9MM	115	1000	\$188.90	30-60
2	CCI/Speer	Lawman	53650	Total Metal Jacket	9MM	115	1000	\$182.80	30-60
3	Federal	Classic	9BP	Jacketed Hollow Point	9MM	115	1000	\$209.90	30-60
4	Federal	American Eagle	AE9AP	Full Metal Jacket	9MM	124	1000	\$188.90	30-60
5	CCI/Speer	Gold Dot	53618	Bonded Hollow Point	9MM	124	1000	\$346.70	30-60
6	Federal	HST	P9HST3	Jacketed Hollow Point +P	9MM	124	1000	\$302.12	30-60
7	Federal	HST	P9HST1	Jacketed Hollow Point	9MM	124	1000	\$302.12	30-60
8	CCI/Speer	Lawman	53651	Total Metal Jacket	9MM	124	1000	\$182.80	30-60
9	CCI/Speer	Gold Dot	53617	Bonded Hollow Point +P	9MM	124	1000	\$346.70	30-60
10	Federal	HST	P9HST2	Jacketed Hollow Point	9MM	147	1000	\$302.12	30-60
11	CCI/Speer	Gold Dot	54226	G2	9MM	147	1000	\$381.90	30-60
12	CCI/Speer	Gold Dot	53720	Bonded Hollow Point	38 SPL	125	1000	\$352.40	30-60
13	CCI/Speer	Gold Dot	53949	Bonded Hollow Point	.40	165	1000	\$381.92	30-60
14	Federal	HST	P40HST3	Jacketed Hollow Point	.40	165	1000	\$329.80	30-60
15	CCI/Speer	Lawman	53981	Total Metal Jacket	.40	165	1000	\$237.40	30-60
16	Federal	American Eagle	AE40R3	Full Metal Jacket	.40	165	1000	\$249.80	30-60
17	CCI/Speer	Lawman	53652	Total Metal Jacket	.40	180	1000	\$237.40	30-60
18	Federal	HST	P40HST1	Jacketed Hollow Point	.40	180	1000	\$329.80	30-60
19	CCI/Speer	Gold Dot	53962	Bonded Hollow Point	.40	180	1000	\$381.92	30-60
20	CCI/Speer	Gold Dot	53999	G2	.40	180	1000	\$399.88	30-60
21	Federal	Classic	45C	Jacketed Hollow Point	.45	185	1000	\$363.80	30-60
22	CCI/Speer	Gold Dot	53969	Bonded Hollow Point +P	.45	200	1000	\$404.20	30-60
23	Federal	American	AE45A	Full Metal Jacket	.45	230	1000	\$298.52	30-60

CATEGORY A – Handgun Ammunition									
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
		Eagle							
24	CCI/Speer	Lawman	53653	Total Metal Jacket	.45	230	1000	\$275.10	30-60
25	Federal	Classic	45D	Jacketed Hollow Point	.45	230	1000	\$318.90	30-60
26	CCI/Speer	Gold Dot	53966	Bonded Hollow Point	.45	230	1000	\$404.20	30-60
27	Federal	HST	P45HST2	Jacketed Hollow Point	.45	230	1000	\$367.10	30-60
28	Federal	HST	P45HST1	Jacketed Hollow Point +P	.45	230	1000	\$367.10	30-60
29	CCI/Speer	Gold Dot	54256	G2 <i>Gold Dot G2</i>	.45	230	1000	\$434.20	30-60
30	CCI/Speer	Gold Dot	54234	Bonded Hollow Point	357 SIG	125	1000	\$414.80	30-60
31	Federal	HST	P357SHST1	Jacketed Hollow Point	357 SIG	125	1000	\$386.20	30-60
32	Federal	Classic	C357B	Jacketed Hollow Point	357 M	125	500	\$361.98	30-60
33	Federal	HST	P380HST1	Jacketed Hollow Point	.380	99	1000	\$399.10	30-60
34	CCI/Speer	Lawman	53608	Total Metal Jacket	.380	95	1000	\$289.84	30-60
35	CCI/Speer	RHT	53365	Frangible Lead Free	9MM	100	1000	\$364.80	30-60
36	Federal	IRT	AE9N1	Total Metal Jacket, Lead Free Primer	9MM	124	1000	\$207.10	30-60
37	CCI/Speer	Cleanfire	53824	Total Metal Jacket Lead Free Primer	9MM	124	1000	\$193.20	30-60
38	CCI/Speer	Cleanfire	53826	Total Metal Jacket, Lead Free Primer	9MM	147	1000	\$193.20	30-60
39	CCI/Speer	Cleanfire	53833	Total Metal Jacket +P Lead Free Primer	.38	158	1000	\$227.92	30-60
40	CCI/Speer	RHT	53375	Frangible Lead Free	.40	125	1000	\$405.08	30-60
41	CCI/Speer	Cleanfire	53982	Total Metal Jacket, Lead Free Primer	.40	165	1000	\$253.40	30-60
42	CCI/Speer	Cleanfire	53880	Total Metal Jacket Lead Free Primer	.40	180	1000	\$253.40	30-60
43	Federal	IRT	AE40N1	Total Metal Jacket, Lead Free Primer	.40	180	1000	\$268.70	30-60
44	CCI/Speer	RHT	53395	Frangible Lead Free	.45	155	1000	\$518.50	30-60
45	CCI/Speer	Cleanfire	53885	Total Metal Jacket, Lead Free Primer	.45	230	1000	\$312.60	30-60
46	Federal	IRT	AE45N1	Total Metal Jacket, Lead Free Primer	.45	230	1000	\$334.40	30-60
47	CCI/Speer	RHT	53368	Frangible, Lead Free	357 SIG	100	1000	\$449.80	30-60
48	CCI/Speer	Cleanfire	54232	Total Metal Jacket, Lead Free Primer	357 SIG	125	1000	\$298.40	30-60
49	Federal	Hydra-Shok	P380HS1G	Jacketed Hollow Point	380ACP	90	1000	\$422.97	30-60
50	Federal	Ballisticclean	BC9NT3	Frangible Lead Free	9MM	100	1000	\$393.14	30-60
51	Federal	Ballisticclean	BC40CT1	Frangible Lead Free	40S&W	125	1000	\$411.78	30-60
52	Federal	Ballisticclean	BC45CT1	Frangible Lead Free	45ACP	155	1000	\$519.33	30-60

CATEGORY A – Handgun Ammunition

	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
53	Federal	American Eagle	AE380AP	Full Metal Jacket	380ACP	95	1000	\$268.54	30-60
54	Federal	American Eagle	AE9FP	Full Metal Jacket	9MM	147	1000	\$204.52	30-60
55	Federal	American Eagle	AE38K	Full Metal Jacket	38S	130	1000	\$309.51	30-60
56	CCI/Speer	Gold Dot	53606	Bonded Hollow Point	380ACP	90	1000	\$448.90	30-60
57	CCI/Speer	Gold Dot	53921	Bonded Hollow Point +P	38S	135	1000	\$395.80	30-60
58	CCI/Speer	Blazer	3460	Total Metal Jacket, Cleanfire	9MM	124	1000	\$215.10	30-60
59	CCI/Speer	Blazer	3462	Total Metal Jacket, Cleanfire	9MM	147	1000	\$215.10	30-60
60	CCI/Speer	Blazer	3475	Total Metal Jacket, Cleanfire	38S	158	100	\$235.40	30-60
61	CCI/Speer	Blazer	3477	Total Metal Jacket, Cleanfire	40S&W	180	1000	\$254.50	30-60
62	CCI/Speer	Blazer	3480	Total Metal Jacket, Cleanfire	45ACP	230	1000	\$325.90	30-60
62	CCI/Speer	Blazer	3509	Full Metal Jacket	9MM	115	1000	\$181.90	30-60
63	CCI/Speer	Blazer	3578	Full Metal Jacket	9MM	124	1000	\$181.90	30-60
64	CCI/Speer	Blazer	3591	Full Metal Jacket	40S&W	180	1000	\$247.85	30-60
65	CCI/Speer	Blazer	3570	Full Metal Jacket	45ACP	230	1000	\$311.40	30-60
66	CCI/Speer	Lawman	53620	Total Metal Jacket	9MM	147	1000	\$203.10	30-60
67	CCI/Speer	Lawman	53919	Total Metal Jacket	357SIG	125	1000	\$336.59	30-60

CATEGORY B – Rifle Ammunition

	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
1	Federal	TRU	T223A	Pointed Soft Point	.223	55	500	\$245.80	30-60
2	Federal	American Eagle	AE223J	Full Metal Jacket, Boat Tail	.223	55	500	\$155.80	30-60
3	Federal	TRU	T223E	Boat Tail Hollow Point	.223	55	500	\$268.20	30-60
4	Federal	TRU	T223T	Ballistic Tip	.223	55	500	\$258.10	30-60
5	Federal	Tactical	LE223T1	Bonded Soft Point	.223	55	200	\$219.82	45-60
6	CCI/Speer	Gold Dot	24446	Bonded Soft Point	.223	55	500	\$261.90	30-60

CATEGORY B – Rifle Ammunition									
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
7	Federal	American Eagle	XM193AF90	Full Metal Jacket, Boat Tail	5.56	55	450	\$145.70	30-60
8	Federal	Tactical	LE223T3	Bonded Soft Point	.223	62	200	\$219.82	45-60
9	CCI/Speer	Gold Dot	24445SP	Bonded Soft Point	.223	62	500	\$261.90	30-60
10	Federal	TRU	T223L	Soft Point	.223	64	500	\$252.40	30-60
11	CCI/Speer	Gold Dot	24475	Bonded Soft Point	.223	75	500	\$261.90	30-60
12	Federal	Premium	P308F	Ballistic Tip	.308	150	200	\$211.48	30-60
13	Federal	American Eagle	AE308D	Full Metal Jacket, Boat Tail	.308	150	500	\$309.80	30-60
14	Federal	Tactical	LE308T1	Bonded Soft Point	.308	165	200	\$279.80	30-60
15	Federal	Gold Medal	GM308M-500	Boat Tail Hollow Point	.308	168	500	\$392.40	30-60
16	Federal	American Eagle	A76251M1A	Open Tip Match	.308	168	200	\$211.94	30-60
17	Federal	Tactical	LE308TT2	Tactical Bonded Tip	.308	168	200	\$261.70	30-60
18	CCI/Speer	Gold Dot	24458	Bonded Soft Point	.308	168	500	\$376.85	30-60
19	Federal	Ballisticlean	BC223NT5	Frangible Lead Free	.223	42	500	\$296.60	60
20	Federal	Ballisticlean	BC223NT5A	Frangible Lead Free	.223	55	500	\$296.60	60
21	CCI/Speer	Gold Dot	24457	Bonded Soft Point	.308	150	500	\$402.57	60-90
22	Federal	American Eagle	AE223BK	Full Metal Jacket, Boat Tail	.223	55	1000	\$311.60	30-60
23	Federal	American Eagle	AE223N	Full Metal Jacket	.223	62	500	\$208.14	60-90
24	Federal	American Eagle	XM193	Full Metal Jacket, Boat Tail	5.56	55	500	\$155.80	30-60
25	Federal	American Eagle	AE5022	Lead Solid	22LR	40	5000	\$295.81	90-180
26	Federal	Gold Medal	GM223M3	Match Boat Tail Hollow Point	.223	77	200	\$155.68	30-60
27	Federal	Gold Medal	GM223M-5	Match Boat Tail Hollow Point	.223	69	500	\$389.20	30-60

CATEGORY C – Shotgun Ammunition
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	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Pellet Count	Rounds per Case	Price Per Case	Delivery (ARO)
1	Federal	Tactical	LE12700	Plated 00 Buck Shot, Flite Control	12 Gauge, 2-3/4"	9	250	\$125.92	30-60
2	Federal	Tactical	F127RS	Hollow Point Rifled Slug	12 Gauge, 2-3/4"	-	250	\$130.22	30-60
3	Federal	Top Gun	TGL12-7.5	#7.5 Bird Shot	12 Gauge, 2-3/4"	-	250	\$63.90	30-60
4	Federal	Tactical	LE127RS	Slug, Duty, Practice	12 Gauge, 1"	-	250	\$133.94	30-60
5	Federal	Tactical	LE13300	Plated 00 Buck Shot, Flite Control	12 Gauge, 2-3/4"	8	250	\$125.92	30-60
6	Federal	Tactical	LE13200	00 Buck Shot	12 Gauge	9	250	\$125.92	30-60
7	Federal	Tru-Ball	LEB127LRS	Rifled Slug	12 Gauge, 2-3/4"	-	250	\$133.94	30-60
8	Federal	Top Gun	TGL12-8	#8 Shot	12 Gauge, 2-3/4"	-	250	\$63.90	30-60
9	Federal	Tactical	LE132-1B	Plated #1 Buck, Flite Control	12 Gauge	15	250	\$125.92	30-60
10	Federal	Classic	F12700	00 Buck Shot	12 Gauge	9	250	\$129.87	30-60
11	Federal	Tru-Ball	LEB127DPRS	1oz Slug, Deep Penetrator	12 Gauge	-	250	\$188.92	60-90
12	Federal	Gold Medal	T115-8	#8 Birdshot, 1 1/8oz, 2 ¾ DE	12 Gauge	-	250	\$72.59	30-60
13	Federal	Gold Medal	T116-8	#8 Birdshot, 1 1/8oz, 3DE	12 Gauge	-	250	\$72.59	30-60

CATEGORY D – Marking Cartridges								
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Rounds per Case	Price Per Case	Delivery (ARO)
1	Force on Force	FOF	FF9R2	Red Marking Cartridges	9MM	500	\$233.80	30
2	Force on Force	FOF	FF9B2	Blue Marking Cartridges	9MM	500	\$233.80	30
3	Force on Force	FOF	FF9Y2	Yellow Marking Cartridges	9MM	500	\$233.80	30
4	Force on Force	FOF	FF9W2	White Marking Cartridges	9MM	500	\$233.80	30
5	Force on Force	FOF	FF9G2	Green Marking Cartridges	9MM	500	\$233.80	30
6	Force on Force	FOF	FF556R1	Red Marking Cartridges	.223	500	\$286.80	30
7	Force on Force	FOF	FF556B1	Blue Marking Cartridges	.223	500	\$286.80	30
8	Force on Force	FOF	FF556Y1	Yellow Marking Cartridges	.223	500	\$286.80	30
9	Force on Force	FOF	FF556W1	White Marking Cartridges	.223	500	\$286.80	30
10	Force on Force	FOF	FF556G1	Green Marking Cartridges	.223	500	\$286.80	30
11	Force on Force	FOF	FF556BCG	Conversion Bolt	.223	1	\$229.80	5-7
12	Force on Force	FOF	FF9NM2	Non-Marking Cartridges	9MM	500	\$233.80	30

CATEGORY D – Marking Cartridges								
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Rounds per Case	Price Per Case	Delivery (ARO)
13	Force on Force	FOF	FF9BLK2	Blank Round	9MM	500	\$225.80	30
14	Force on Force	FOF	FF556NM2	Non-Marking Round	5.56	500	\$286.80	30
15	Simunition	FX	5320761	Red Marking Cartridges	9MM	500	\$239.97	30
16	Simunition	FX	5320762	Blue Marking Cartridges	9MM	500	\$239.97	30
17	Simunition	FX	5320764	Yellow Marking Cartridges	9MM	500	\$239.97	30
18	Simunition	FX	5320766	White Marking Cartridges	9MM	500	\$239.97	30
19	Simunition	FX	5320763	Orange Marking Cartridges	9MM	500	\$239.97	30
20	Simunition	FX	5320765	Green Marking Cartridges	9MM	500	\$239.97	30
21	Simunition	FX	5501001	Red Marking Cartridges	.38	500	\$297.97	30
22	Simunition	FX	5501002	Blue Marking Cartridges	.38	500	\$297.97	30
23	Simunition	FX	5359101	Red Marking Cartridges	.223	500	\$336.97	30
24	Simunition	FX	5359102	Blue Marking Cartridges	.223	500	\$336.97	30
25	Simunition	FX	5359104	Yellow Marking Cartridges	.223	500	\$336.97	30
26	Simunition	FX	5359106	White Marking Cartridges	.223	500	\$336.97	30
27	Simunition	FX	5308990	Bolt	.223	1	\$284.97	30
28	Simunition	FX	5320779	Non-Marking Cartridges	9MM	500	\$243.97	30
29	Simunition	Securiblack	5306001	Securiblacks, Loud	9MM	500	\$185.97	30
30	Simunition	FX	5359109	Non-Marking Cartridges	5.56	500	\$323.97	30-45
31	Simunition	Securiblack	5359108	Securiblacks, Loud	5.56	500	\$336.97	30-45
32	Simunition	Secruiblack	5306005	Securiblacks, Quiet	9MM	500	\$185.97	30-45

Lift Gate Fee - \$75.00

EXHIBIT B

SPECIFICATIONS

Specification
1. All products bid will include descriptive fliers or catalogs describing how the product is equal in quality, function and performance to specifications.
2. All products bid will include descriptive literature for practical use applications.
3. All bids will include documentation that products meet the Sporting Arms and Manufacturer's Institute (SAAMI) or NATO specifications.
4. All ammunition must be guaranteed free from defects in workmanship and materials without limitation.
5. Ammunition that does not perform to specifications and standards will be refunded or replaced in full.
6. Bidder shall provide a current, dated, signed authorization from the manufacturer that the bidder is an authorized distributor.
7. All ammunition shall be factory new, no reloaded or remanufactured ammunition shall be allowed.
8. After receipt of order (ARO) delivery is to be a maximum of 90 days on all orders.
9. Delivery will be Free on Board (FOB) Destination, prepaid and included for orders of 5 cases or more.
10. Freight charges may be added as a separate line item for orders less than 5 cases.
11. Contractor will provide as much notice as possible to the Contract Administrator when issues occur, which are out of their control, but that will impact supply and demand and delivery.
12. If Contractor is unable to fulfill an order due to issues identified above, a replacement product equal in price and performance may be substituted. Replacement products must be approved in advance by the Contract Administrator.

EXHIBIT C

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

- a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.

The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

A cross-liability clause or separation of insured condition shall be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Master Contract.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Except for Works' Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.
5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each

subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.



Staff Report 031-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/22/2021
3/1/2021

SUBJECT Kitterman Annexation

Key Points

- Single owner request to annex into the City of Vancouver.
- Site is approximately .74 acres located at 5115 NE Hazel Dell Avenue which is generally west of Interstate 5 and north of Newhouse Road.

Strategic Plan Alignment

Goal 1, Objective 1.1: Develop and maintain a safe, balanced and innovative transportation system that will meet the needs of future generations.

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

Present Situation

City staff received a formal annexation petition from a single property owner. The annexation site is .74 acres in size and located at 5115 NE Hazel Dell Avenue which is generally west of Interstate 5 and north of Newhouse Road. The annexation area also includes a parcel of the Washington State right-of-way that is the Burnt Bridge Creek Trail entrance on the east side of Hazel Dell Avenue. Surrounding property uses include Interstate 5 to the east, commercial to the north and south, and residential to the west. The site contains one vacant structure. The applicant intends to redevelop the property in the future. The site is served by the City water and sewer utilities systems.

The current Clark County Comprehensive Plan designation is Commercial (C) with a zoning designation of Community Commercial (CC). Upon annexation into the City of Vancouver the Comprehensive Plan and zoning designation will remain Commercial (COM) and Community Commercial (CC).

At the October 19, 2020, public meeting Council adopted resolution M-4101 to allow the annexation to proceed. The applicant submitted a formal annexation petition that was certified by the Clark County Assessor's office on January 8, 2021. The site has been posted with the hearing dates and relevant information. A public notice was published in the Columbian on January 19, 2021. Staff received two phone calls regarding the project asking about the type of development planned. No objections to the annexation were received.

Advantage(s)

1. Supports request of property owner annexation request.
2. Annexes into the City an area where the City is already providing water and sewer services.
3. Ensures future development will conform to City development standards.

Disadvantage(s)

None.

Budget Impact

None.

Prior Council Review

- Memorandum to Council September 9, 2020 regarding annexation details and processing guidelines.
- Public meeting September 28, 2020
- Public meeting October 19, 2020 adopting Resolution M-4101 allowing annexation to proceed.
- Public hearing 1st reading February 22, 2021 (scheduled)
- Public hearing 2nd reading and decision March 1, 2021 (scheduled)

Action Requested

On Monday, February 22, 2021, approve ordinance on first reading, setting date of second reading and public hearing for Monday, March 1, 2021.

Bryan Monroe, Associate Planner, 360-487-7958

ATTACHMENTS:

- ▣ Kitterman Annexation Ordinance
- ▣ Kitterman Annexation Ordinance Exhibits

02/22/2021
03/01/2021

ORDINANCE NO. _____

AN ORDINANCE relating to approval of an annexation pursuant to RCW 35.13.125; establishing the geographic extent, defining the comprehensive plan and land use designations, and determining the assumption of all or any portion of existing city indebtedness; accepting the certified petition supporting annexation; and providing for an effective date for the Kitterman annexation.

WHEREAS, pursuant to RCW 35.13.005, no city located in a county in which urban growth areas have been designated under RCW 36.70A.110 may annex territory beyond an urban growth area; and,

WHEREAS, pursuant to RCW 36.70A, the City of Vancouver has an urban growth area designated under the Growth Management Act; and,

WHEREAS, the proposed annexation area is located in Vancouver's urban growth boundary, and is contiguous to the City of Vancouver along the northern border near the NE corner of the intersection of NE Hazel Dell Avenue NE Newhouse Street; and

WHEREAS, pursuant to RCW 35.13.125, the City of Vancouver received a signed annexation petition from property owners of at least 60% of the assessed value of land within the defined annexation area; and,

WHEREAS, pursuant to RCW 35.13.410 on October 19, 2020 Vancouver City Council met with the initiating party, considered public testimony, and voted to accept the annexation request;

defined the geographic extent of the proposed annexation; determined the comprehensive plan and zoning designation; and did not require assumption of all or any portion of the existing city indebtedness by the area to be annexed; and,

WHEREAS, pursuant to RCW 35.21.005, on January 8, 2021, the Clark County Assessor certified that the signature represents property owner support from more than 60% of the total assessed valuation of the proposed annexation area.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Location of Annexation Area: Pursuant to RCW 35.13 the Kitterman the proposed annexation area is located in Vancouver's urban growth boundary, and is contiguous to the City of Vancouver along the northern border near the NE corner of the intersection of NE Hazel Dell Avenue NE Newhouse Street. The legal description of such annexing land is set forth in Exhibit "A", attached hereto and incorporated herein. A parcel map of such annexing land is set forth in Exhibit "B", attached hereto and incorporated herein.

Section 2. Comprehensive Plan and Zoning Designations: Currently the land located in the Kitterman Annexation area has Clark County comprehensive plan designations of Commercial (C), and zoning designation of Community Commercial (CC). Upon annexation the comprehensive plan designation for the parcel will be Commercial (COM). Upon annexation the zoning designation shall be Community Commercial (CC) as set forth in Exhibits "C" and "D" attached hereto and incorporated herein.

Section 3. Comprehensive Plan and Zoning Maps: The comprehensive plan and zoning designations provided for in Section 2 shall, upon the designated effective date, be applied to the land

being annexed, as shown on the maps attached hereto and incorporated herein as Exhibits “C” and “D”.

Section 4. Indebtedness: As decided by City Council on October 19, 2020, the City will not require the property owner within the annexation boundary to assume any existing city indebtedness.

Section 5. Signature Certification: Pursuant to RCW 35.21.005, the County Assessor issued a Certification of Sufficiency dated January 8, 2021 regarding the signature support for Kitterman annexation, as set forth in Exhibit “E”.

Section 6. Signature Acceptance: City Council hereby accepts the certified signatures supporting annexation of the Kitterman annexation.

Section 7. Annexation Approval: City Council hereby approves the Kitterman annexation as described herein.

Section 8. Effective Date: This ordinance shall become effective thirty (30) days following the date of final adoption.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Ordinance - 3

Signed this _____ day of _____, 2021.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Johnathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to approval of an annexation pursuant to RCW 35.13.125; establishing the geographic extent, defining the comprehensive plan and land use designations, and determining the assumption of all or any portion of existing city indebtedness; accepting the certified petition supporting annexation; and providing for an effective date for the Kitterman annexation thirty (30) days following the date of final adoption.

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

EXHIBIT"A"

THAT PORTION OF LOT 18, ALKI HOMESTEAD LOTS,
ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "A"
OF PLATS, PAGE 2, RECORDS OF CLARK COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE 10 ACRE
TRACT CONVEYED TO G.H. OMAN IN ALKI HOMESTEAD LOTS,
SECTION 15, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE
WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, AS
RECORDED IN BOOK 88, PAGE 469, RECORDS OF SAID COUNTY;
THENCE EAST 306 FEET TO THE WEST LINE OF THE NEW PACIFIC
HIGHWAY, AS NOW LOCATED; THENCE ALONG THE WESTERLY
LINE OF SAID NEW PACIFIC HIGHWAY, AS FOLLOWS: SOUTH 6
FEET, MORE OR LESS, SOUTHERLY 176 FEET, MORE OR LESS,
TO THE SOUTH LINE OF G.H. OMAN TRACT; THENCE WEST 278
FEET, MORE OR LESS, TO THE CENTER OF PACIFIC HIGHWAY
SALMON CREEK ROAD; THENCE NORTHERLY 186.4 FEET ALONG
THE CENTER OF SAID PACIFIC HIGHWAY SALMON CREEK ROAD
TO THE POINT OF BEGINNING.

ALSO INCLUDING THAT PARCEL CONVEYED TO THE STATE OF
WASHINGTON FOR HIGHWAY PURPOSES, AS RECORDED
UNDER AUDITOR'S FILE NO. 9410310047.

EXCEPT THOSE PORTIONS THEREOF CONVEYED TO THE STATE
OF WASHINGTON FOR HIGHWAY PURPOSES AS RECORDED
UNDER AUDITOR'S FILE NOS. G 208779 AND G 226131 AND
7908030094.

EXCEPT COUNTY AND STATE ROADS.

ALSO EXCEPTING THAT PORTION CONVEYED TO CLARK COUNTY BY
AUDITOR'S FILE NO. 7908030094.

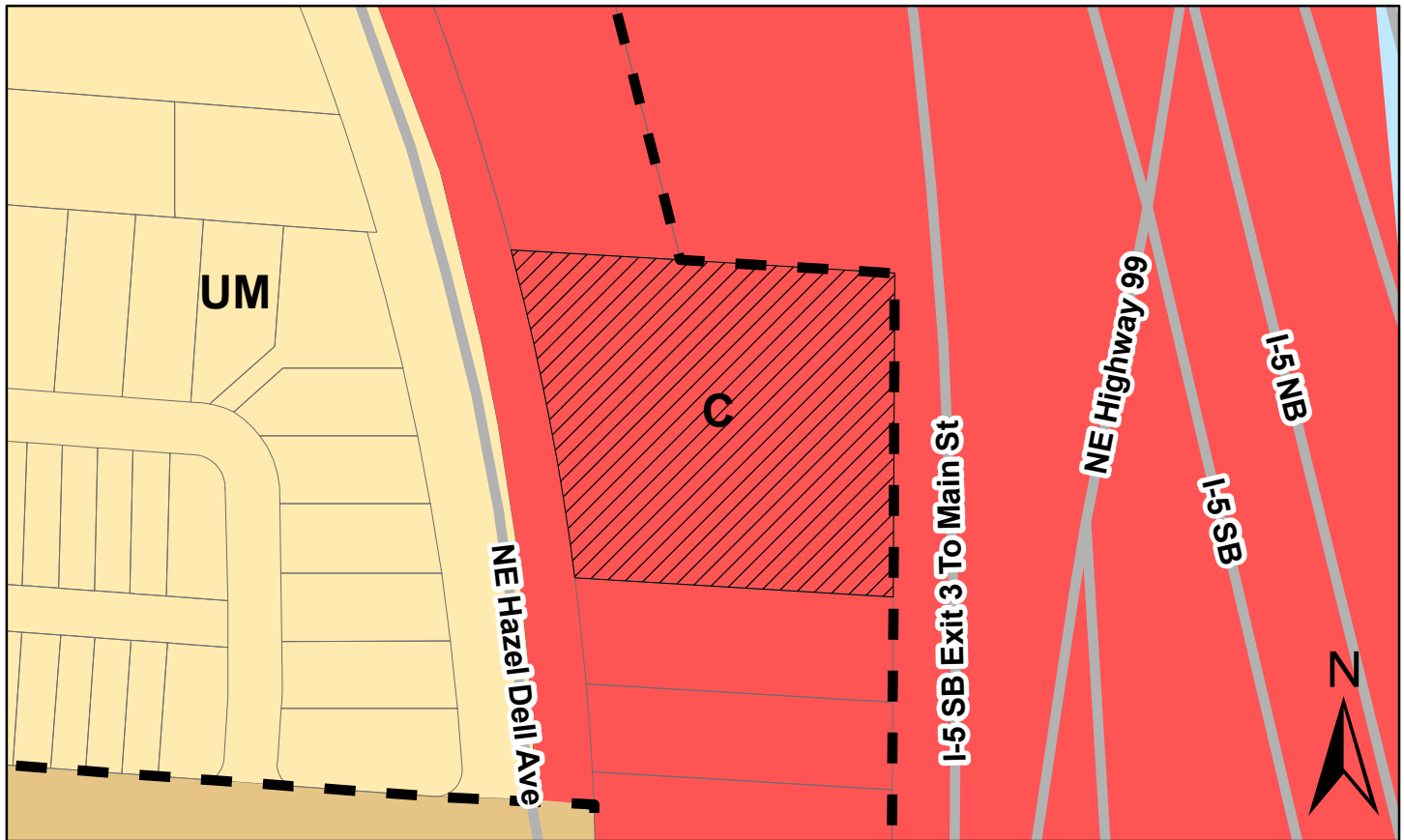
Exhibit B: Annexation Boundary



Exhibit C

Comprehensive Plan Designation

Current Clark County Comprehensive Plan Designation



Proposed City of Vancouver Comprehensive Plan Designation

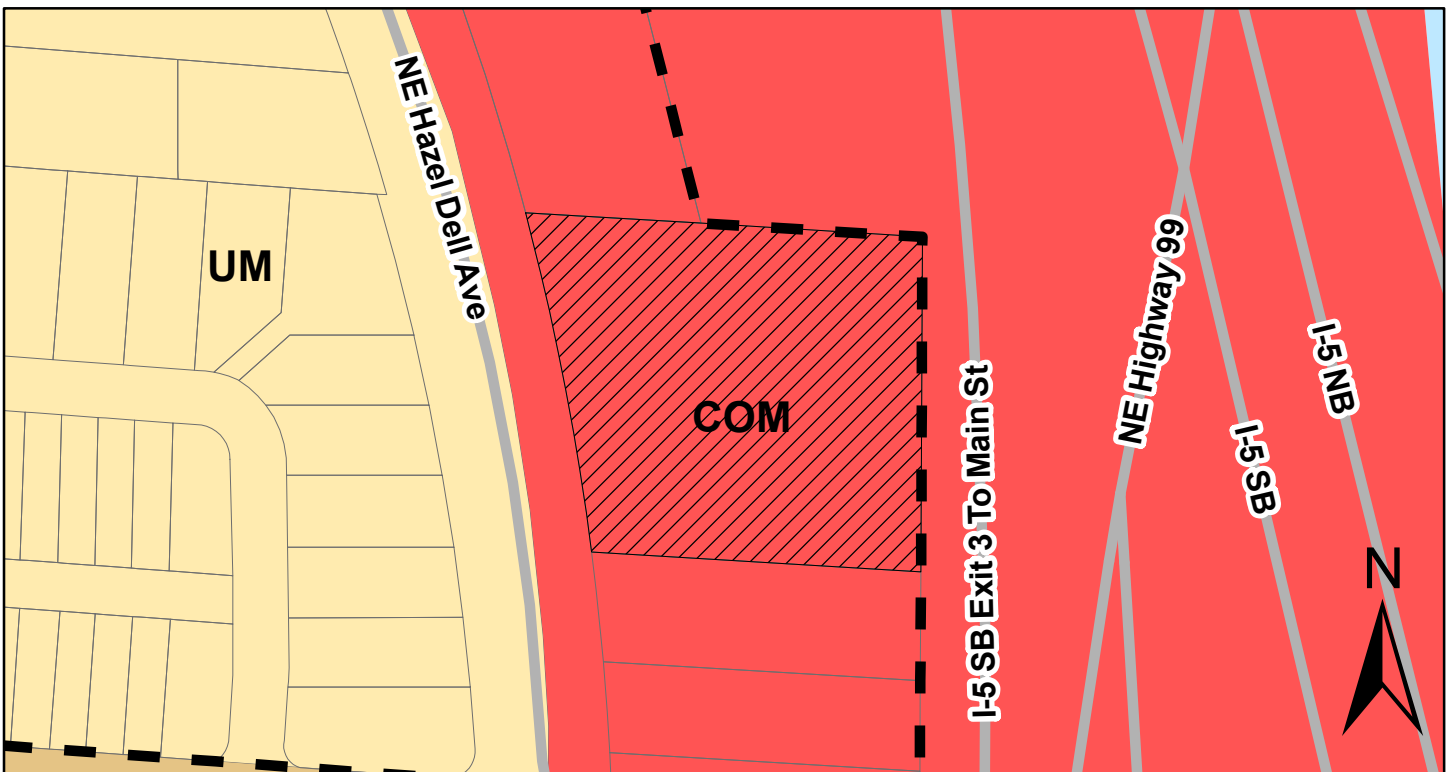
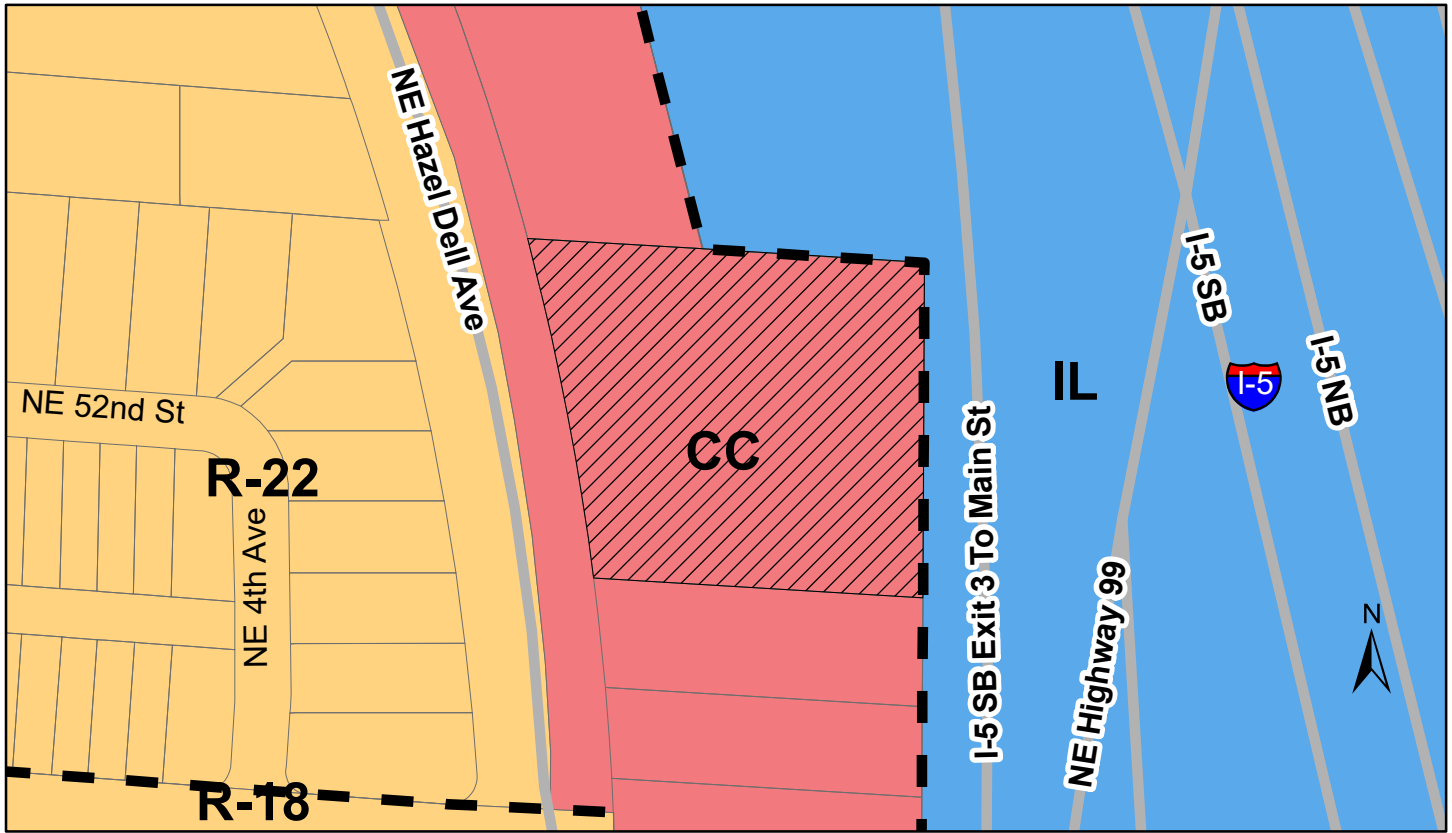


Exhibit D

Current Clark County Zoning Designation



Proposed City of Vancouver Zoning Designation

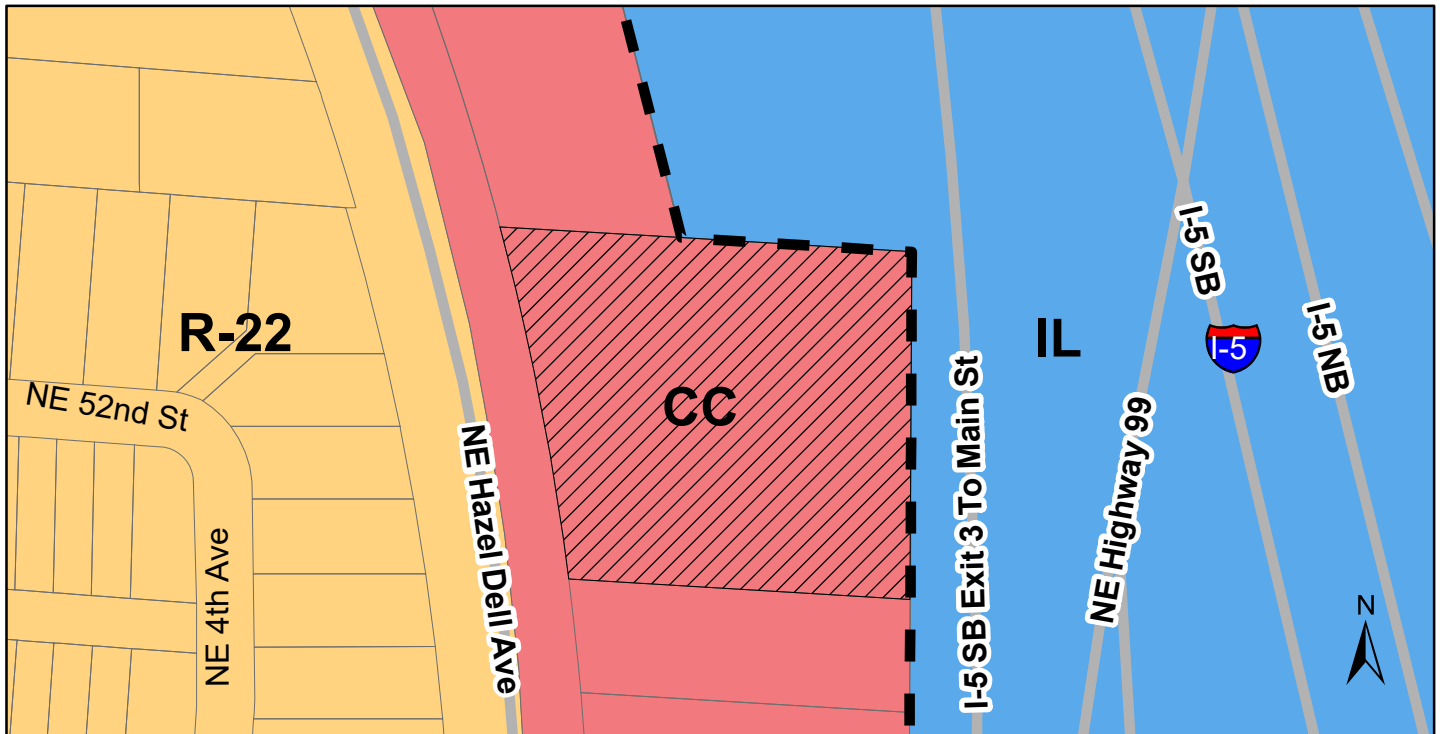


Exhibit E

Certification of Sufficiency Kitterman Annexation

The City of Vancouver on January 5, 2021 submitted for review by Clark County Assessor, a USC to annex to the city, approximately 0.81 acres of land known as the Kitterman Annexation. Subject to the requirements of 35.21.005 I now certify the following in my capacity as Clark County Assessor:

1. On January 5, 2021 the city of Vancouver submitted for certification by the Clark County Assessor utility service covenants (USC) to annex to the city two (2) parcels of land including associated road and public utility rights-of-way, totaling approximately 0.81 acres.
2. The legal description and map of the area proposed for annexation, as provided by the city, are attached to this certification. According to the map provided by the city, this area is in unincorporated Clark County and within the urban growth boundary.
3. The city is completing annexation pursuant to the sixty percent method of annexation RCW 35.13.125 – 170
4. The Clark County Assessor initiated determination of USC sufficiency on January 5, 2021 which is the “terminal date” as defined in 35.21.005
5. The area proposed for annexation has a certified annexation value for general taxation of \$248,250
6. USC signatures provided by the city represent valid owner signatures of a combined total assessed value for general taxation of not less than 60% of the total assessed value for general taxation of all property in the proposed annexation area. This review did not address the legal sufficiency of any proxy or utility covenant, only the sufficiency of the presence of signatures thereon.

Therefore, based on the USC certification request and supporting materials submitted by the city, I hereby declare and certify that the USC documents represents the affirmative consent of properties totaling more than 60% of the value according to the assessed valuation for general taxation purposes of the property proposed for annexation.

Given under my hand and seal this January 8, 2021

Peter Van Nortwick

Peter Van Nortwick
Clark County Assessor



Staff Report 032-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/22/2021
3/1/2021

SUBJECT Continuation of a temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area

Key Points

- State law allows cities and counties to place temporary moratoria on particular uses for up to six months while studies are conducted related to such uses and how they should be regulated. State law allows cities to extend existing moratoria for the same reasons.
- On June 5, 2017, City Council approved Ordinance M-4201 placing an emergency 6-month moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.
- Since then, City Council has extended the temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area seven times.
- Staff has nearly completed a subarea planning process for the Heights District, which includes the Tower Mall area. Extension of the moratorium will ensure that future development aligns with the vision articulated in the forthcoming plan.
- The current moratorium expires March 14, 2021.

Strategic Plan Alignment

Goal 8: Strengthen commercial, retail and community districts throughout the city.

Goal 8, Objective 8.2: Strengthen neighborhood business districts.

Present Situation

The Heights District Subarea is identified as a future urban center in the City of Vancouver Comprehensive Plan. In order to establish a vision for the area and guide its future growth and

development, the City of Vancouver is undertaking a subarea planning process for the Heights District. In June 2017, the Vancouver City Council approved the purchase of an 11.83-acre parcel known as the Tower Mall site. Following the purchase of the property, Council adopted a six-month development moratorium for the site and adjacent properties in the Tower Mall area, and has adopted seven subsequent ordinances continuing the temporary moratorium, in November 2017, May 2018, November 2018, April 2019, October 2019, March 2020, and September 2020. This temporary moratorium prohibits the acceptance and processing of applications for permits for the development of new structures, the expansion of existing structures, or subdivisions in the Tower Mall area.

After purchase of the Tower Mall site in May 2017, the City initiated a subarea planning process for the 205-acre Heights District. Over the last three years, City staff and a consultant team have conducted extensive public outreach on the future of the Heights District, including one-on-one meetings, focus groups, group presentations, large public open houses, and online surveys. Staff have heard from a variety of stakeholders, including neighborhood associations, property owners, residents, Vancouver Public Schools, C-TRAN, the faith community, social service providers, non-profit organizations, community members with mobility challenges and people with disabilities, and a 20-member Community Advisory Committee that met monthly throughout much of the planning process and helped guide project decision-making.

In addition to public outreach, the project team has completed a detailed technical analysis of existing land use, transportation, and environmental conditions, as well as a feasibility study to determine what future uses and development typologies the market will support. Information gathered through the public outreach process, technical analysis, and market study informed the development of conceptual redevelopment alternatives for the Tower Mall Area, which were presented to the public in fall 2018 for input and feedback. Based on this public engagement and guided by the project goals, a draft redevelopment concept for the Tower Mall area was developed and made available for public review starting in April 2019. The draft redevelopment concept responds to public input that highlights the need for programmable open space, safer mobility and increased connectivity, a variety of housing types, and amenities that encourage community integration and support health, equity and wellness.

In the second half of 2019, the project team continued to refine the Redevelopment Plan for the former Tower Mall, and incorporated this into a draft Heights District Plan that includes policies and recommendations for the entire District as well as those specific to the Redevelopment Area. District-wide recommendations related to land use, transportation, housing, economic development, parks and open space, and sustainability are included in the draft plan.

A public comment draft of the plan was released in November 2019, in advance of planned workshops with the Planning Commission and the City Council. Based on feedback gathered through ongoing public engagement, the draft plan was refined and an updated draft was released in January 2020. Along with the updated Plan document, a Draft Environmental Impact Statement (DEIS) was also released on January 23, 2020, and provided an analysis of environmental impacts and mitigation measures for the project alternative. In response to public feedback, the DEIS public comment period was extended from 30 to 120 days, and closed on May 22, 2020. On July 10, 2020, the Planned Action Final Environmental Impact Statement (FEIS) for the Heights District Plan was released, and included a new chapter that listed all questions and comments received through the Draft EIS public comment period, and provided responses to all substantive comments.

In July 2020, staff initiated a series of four workshops with Council to review the Heights District Plan recommendations in detail, in advance of a public hearing for adoption of the Plan. Following these and a first reading on August 10, 2020, Council adopted the Heights District Plan on August 17, 2020

Forthcoming policy and regulatory updates are necessary to ensure future development aligns with the vision articulated in the Heights Plan. This includes the adoption of a new Heights Mixed Use zoning district and associated standards and design guidelines. This process is underway including three workshops with the Planning Commission and one workshop with the City Council, as well as additional outreach with all project stakeholders. Staff anticipates holding additional workshops with Planning Commission and City Council in the next several months, with anticipated adoption this summer.

Continuation of the moratorium allows staff the time to complete the subarea planning process that is underway, specifically the development of updated zoning standards and design guidelines. A continuation of the temporary moratorium is necessary to ensure that future development aligns with the vision articulated in the forthcoming plan.

Staff anticipates that this will be the last continuation of the moratorium, and that it will allow for completion and adoption of new Heights development regulations.

Advantage(s)

1. Allows the City time to adopt amendments to Title 20 that implement the Heights District Plan.
2. Provides time for the public to review the updated development regulations and provide feedback prior to their adoption
3. Avoids applications for uses that would conflict with the achievement of the long-range vision for this is articulated in the Heights District Plan.

Disadvantage(s)

Prohibits the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.

Budget Impact

None.

Prior Council Review

1. June 5, 2017, Adoption of moratorium
2. July 10, 2017, First reading, Review of moratorium ordinance and additional findings of fact in support of the ordinance
3. July 17, 2017, Public Hearing, Approval of moratorium with additional findings of fact
4. Nov. 13, 2017, First reading, Review of ordinance to continue moratorium
5. Nov. 20, 2017, Approval of ordinance to continue moratorium
6. May 7, 2018, First reading, Review of ordinance to continue moratorium
7. May 14, 2018, Approval of ordinance to continue moratorium

8. Oct. 22, 2018 First reading, Review of ordinance to continue moratorium
9. Nov. 5, 2018, Approval of ordinance to continue moratorium
10. April 8, 2019, First reading, Review of ordinance to continue moratorium
11. April 15, 2019, Approval of ordinance to continue moratorium
12. September 23, 2019, First reading, Review of ordinance to continue moratorium.
13. October 7, 2019, Approval of ordinance to continue moratorium.
14. March 9, 2020, First reading, Review of ordinance to continue moratorium.
15. March 16, 2020, Approval of ordinance to continue moratorium.
16. August 24, 2020, First reading, Review of ordinance to continue moratorium.
17. September 14, 2020, Approval of ordinance to continue moratorium.

Action Requested

On Monday, February 22, 2021, approve ordinance on first reading, setting date of second reading and public hearing for Monday, March 1, 2021.

Rebecca Kennedy, Long Range Planning Manager, 360-487-7896; Chad Eiken, Community and Economic Development Director, 360-487-7882

ATTACHMENTS:

- ▢ Ordinance

02/22/21
03/01/21

ORDINANCE NO. _____

AN ORDINANCE declaring an emergency and continuing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area as defined herein; establishing six months as the tentative effective period of this ordinance; and establishing an immediate effective date.

WHEREAS, the City of Vancouver has the authority to adopt temporary moratoria pursuant to RCW 36.70A.390 and 35.63.200; and

WHEREAS, the City recently adopted a subarea plan for the Heights District, which is identified in the 2011-2030 Comprehensive Plan. The Tower Mall area is within the Heights District and is bordered by East Mill Plain Blvd. on the north, North Devine Rd. on the east, and MacArthur Blvd. on the west and is depicted on the map attached hereto as Exhibit A; and

WHEREAS, the City Council finds that in order to preserve the ability to implement the subarea plan that includes the Tower Mall area in alignment with the vision articulated therein, it is necessary to temporarily restrict development of new structures; the expansion of existing structures; and subdivisions within the Tower Mall area until new development regulations are established and zoning ordinances are updated; and

WHEREAS, without a temporary moratorium the City could, in the near future, receive applications for development that would conflict with the achievement of the long-range vision for this area as defined by the subarea plan; and

WHEREAS, the enactment of this ordinance constitutes an emergency, due to potential land use impacts that may result from continued development in the Tower Mall area without the implementation of a subarea plan; and

WHEREAS, current land use regulations in this area do not adequately address long-term planning strategies, or aesthetic congruity with the community; and

WHEREAS, continuing a temporary moratorium as proposed herein will allow the City additional time to implement additional new regulation elements and amend existing zoning ordinances; and

WHEREAS, continuing a temporary moratorium will enable the City to hold public hearings and maximize public input in the development of new standards and guidelines for the Heights District without jeopardizing any possible land use options that may be precluded by unrestricted development; and

WHEREAS, the City Council believes that the continuation of a temporary moratorium promotes the public health, safety, and general welfare and convenience of the people of Vancouver, and will encourage the most desirable and productive use of land and properties in Tower Mall area;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Temporary Moratorium. As authorized by RCW 36.70A.390 and RCW 35.63.200, the City Council hereby continues the temporary moratorium on the acceptance, processing, and granting of applications for permits for the development of new structures; the expansion of existing structures; and subdivisions within the Tower Mall area.

Section 2. Exemptions. The moratorium established in Section 1 of this ordinance shall not apply to permits required for upkeep, repair, or maintenance of existing buildings or properties, or work mandated by the City to maintain public health and safety.

Section 3. Duration. This moratorium shall be in effect for six months following the effective date of this ordinance.

Section 4. Vested Rights. The moratorium created by this ordinance does not apply to properties with vested rights existing on June 5, 2017, which was the date of the enactment of the initial moratorium ordinance. “Vested Rights” shall be defined in accordance with VMC 20.210.110.

Section 5. Effective date. The City Council hereby finds and declares that an emergency exists which necessitates that this ordinance become effective immediately in order to preserve the public health, safety and welfare. This ordinance shall become effective immediately upon passage. The City Clerk is directed to publish a summary hereof including the title at the earliest possible publication date.

Read the first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read the second time:

Passed by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2021.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. M-

AN ORDINANCE declaring an emergency and imposing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development of new or the expansion of existing structures and subdivisions in the Tower Mall area as defined herein; establishing six months as the tentative effective period of this ordinance; and establishing an immediate effective date.

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

EXHIBIT A: PROPERTIES SUBJECT TO DEVELOPMENT MORATORIUM



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

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

Council present:

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

Staff & presenters present:

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

Consultants:

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

Day 1, January 15, 2021

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

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

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

Vancouver is the heart of southwest Washington, connecting people and places throughout the region. We are a safe and welcoming city for all ages, incomes, abilities and backgrounds, with unique and

vibrant neighborhoods. We are the most livable city in the Pacific Northwest. Residents and businesses across our city are passionate about building a thriving, prosperous and sustainable community together.

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

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

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

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

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

- **Grant Street Pier:** represents the history of the region and the prosperity we gained from the Columbia River. The project also demonstrated the value of partnerships between government and private entities to build something for the community.

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

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

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

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

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

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

- Ambition for growing as a successful and prosperous community

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

Values from interviews



Adrienne highlighted the values of:

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

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

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

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

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

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



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

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

Decision-making values:

- Inclusiveness
- Courage
- Resilience

Outcome: Quality of Life

Operational values:

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

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

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

The meeting was adjourned.

Day 2, January 16, 2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Jeanne reviewed the existing vision (see page 1) and asked the group to briefly identify any specific element of the vision statement that they feel the City Council needs to work harder at. Comments from the group included:

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

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

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

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

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

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

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



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

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

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

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

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

Tier 1

- **Task Force on Policing**

The following summarizes the discussion of the Council and Mayor:

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

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

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

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

The following summarizes the discussion of the Council and Mayor:

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

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

- **Transportation in general**

The following summarizes the discussion of the Council and Mayor:

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

- **Climate Action Plan**

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

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

- **Heights District**

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

- **COVID Response and Recovery**

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

Tier 2

- **Boards and Commissions**

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

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

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

- **Homelessness**

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

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

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

Tier 3

- **I-5 Bridge Replacement**

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

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

Initiatives Needing Further Information

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

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

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

- **Stronger Vancouver**

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

Other Initiative Discussion

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

- **Comprehensive Plan**

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

- **Income-based Housing / Services**

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

- **Sustainable Funding Strategy**

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

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

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

- **Task Force on Council Representation**

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

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

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

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

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

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

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

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

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

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

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

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

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

The meeting was adjourned.

City Council Decision-Making Values

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

Inclusivity

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

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

Resilience

Achieve a resilient city and sustainable environment by:

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

Courage

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

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

City Council Operational Values

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

PRIORITIZED INITIATIVES | 2021-2022

Universal Themes and Objectives			Prioritized Initiatives 2021-2022	Additional Elements					
Climate Action	DEI Work	Safety	TIER 1	These are the highest priorities of the Council for the 2021-2022 biennium and will take precedence as the Council's resources are brought to bear on policy issues and opportunities					
Climate Action Plan	Strategic Equity Plan		COVID Response / Recovery	City Operational Response			Community / Business Recovery Support		
			Heights District	Phase II: - HX Zoning Regulations - Planned Action Ordinance	Phase III: - Demolition of existing structures - Real Estate Strategy	Infrastructure Investment	Development Solicitation / Negotiations		
			Transportation	Vancouver Moves (Transportation System Plan)	Complete Street projects	Transportation Benefit District Governance	Sustainable Funding Strategy		
			Policing	Use of force practices and resources	Body Worn Cameras	Other policing issues and resources (scope under consultation and development)			
			TIER 2	These are moderate priorities of the Council for the 2021-2022 biennium, and will be addressed in the context of other higher priorities and mandates as the Council's resources are brought to bear on policy issues and opportunities					
			Governance	Recommendations from Task Force on Council Representation	Boards & Commissions - General approach - Aviation Advisory Commission (restore) - Human Rights Commission? (new) - Housing Commission? (new)		Council Policies Review		
			Housing & Homelessness	City/County Joint Executive Board on Homelessness		Navigation Center - Reuse		Housing Strategy: Policies and regulations	
				MFTE Program Refresh			Affordable Housing Fund		
			TIER 3	These are projects or initiatives that, by virtue of Vancouver's role in the region or their significance to Vancouver's future, call for attention of the Council's resources throughout the biennium.					
			Interstate 5	15 Bridge Replacement Project (IBRP)	IBRP prompted VCCV Refinements	IBRP related Parking Strategy	ODOT Tolling Program Advocacy		
	INITIATIVES NEEDING FURTHER INFORMATION	These are initiatives that remain a priority within the biennium and require additional scoping o develop a work program.							
	Stronger Vancouver	Under consultation and development							
	Strategic Plan	Under consultation and development (includes resilience planning and economic development strategy)							
	OTHER/MANDATES	Major projects and initiatives that are in progress, mandated by state law, or driven by market forces to which the City must respond.							
	Equity Atlas	Land Use / Land Use Policy	Shoreline Management Plan Update	Comprehensive Plan Climate Policy	Impact Fee Vesting	EverGrand Corridor Strategy	Comprehensive Plan		
		Market Driven Projects	Vancouver Innovation Center		Section 30		Waterfront East		
		Community Investments	Operations Center Replacement		Police Training & Headquarters		Fourth Plain Commons		
			Waterfront Gateway		Community Arts Facility		Fire Station 11		
		Budget	Utility Rate Policy				2023-24 Budget development		

Mandate	PRELIMINARY PRIORITIZATION FRAMEWORK	
	INITIATIVE	Council Priority
	A COVID Response / Recovery	Anne (#2), Sarah (#1), Linda (on-going), Laurie (on-going - Fed and State in lead)
	B Land Use / Land Use Policy	
	B1 Heights District / HX	Sarah (connected to C1, C3, C2 and C4), Bart, Linda, Ty, Laurie, EP
*	B3 Comprehensive Plan (Mandate)	Bart
*	B4 Title 20 Overhaul (Mandate)	Bart
*	B8 Housing Regulatory Policy Phase 1	EP
	B9 Climate Policy	
	B13 Impact Fee Vesting	Sarah
	C Economic Health and Housing	
	C1 Heights District	Anne, Sarah (Connected to B1, C2, C3 and C4)
	C2 Real Estate Strategy	Sarah
	C3 Infrastructure	Sarah
	C4 Development Solicitation and Negotiations	Sarah
	C7 Multi Family Tax Exemption Program Refresh	Sarah, Bart, Ty
	C12 VIC	EP
	C15 Income Based Housing / Services	Sarah (grouped with D2 and C7)
	C16 Affordable Housing Fund (AHF)	Bart, EP
	D Governance	
	D1 Task Force on Council Representation	Sarah, Bart, Ty
	D2 Boards and Commissions	Sarah (grouped with D2, C15, C7), Bart, Ty
	Human Rights (new)	Laurie
	D3 Council Policies Review	EP
	F Diversity, Equity and Inclusion work (DEI)	Anne, Sarah (grouped with D1 and D2), Ty (#1), EP (#2), Laurie
	F1 Equity Atlas	
	H Homelessness	Anne, EP, Ty
	H1 City / County Joint Executive Governance	Sarah
	H2 Navigation Center - reuse	Bart
	I Interstate 5	Sarah
	I1 Interstate Bridge Replacement Project (IBRP)	Anne, Sarah, Ty
	I2 VCCV Refinements	
	I3 Parking Strategy (partial Mandate)	
	I4 ODOT Value Pricing	
	J Strategic Plan	Anne
	K Climate Action Plan	Anne, Sarah, Linda, Laurie (#2), EP (#1), Ty, Bart

Mandate	PRELIMINARY PRIORITIZATION FRAMEWORK	
	INITIATIVE	Council Priority
	L Stronger Vancouver	Linda (#1), Ty (required components)
	M Transportation	Sarah, Linda, Laurie
	M1 Transportation Benefit District Governance	Bart (#2)
	M2 Sustainable Funding Strategy	Bart (#2), EP, Ty (required step), Laurie
	M7 NE 112th Avenue, NE 51st Circle – SE Mill Plain Blvd	Sarah
	N Task Force on Policing	Anne (#1), EP, Ty (#2), Sarah (#2), EP
	N1 Use of Force - Practices and Resources	Sarah (#2), Bart (#1), Laurie (#1)
	N2 Body Worn Camera Program	Sarah (#2), Bart (#1), Laurie (#1)
	Q Community Investments	
	Q1 Operations Center replacement	Sarah
	Q2 Master Redevelopment Planning	Sarah
	Q5 Fourth Plain Commons	Sarah
	Congestion Mitigation	

Tier 1=green

Tier2=orange

Tier 3=purple

Grey=need more information

DECISION-MAKING
VALUES

QUALITY
of LIFE

OPERATIONAL
VALUES

DIVERSITY - INCLUSIVITY
COMPASSION
UNITY

RESILIENCE
CLIMATE
SAFETY
OPEN SPACES
STEWARDSHIP

COURAGE
LEGACY
INNOVATION
LEADERSHIP
INTEGRITY

DECISIVE
RESOURCEFUL
SEEK PARTNERSHIPS

We will be



VANCOUVER CITY

COUNCIL RETREAT

20

21



Safe 
Responsible

THE  OF THE

Welcoming and
Supportive of


Great Parks
and Trails

PACIFIC

 ALL people
  
Vibrant culture

Northwest

Active neighborhoods

Innovative
Well-Resourced

Strong Economy

 
VALUES YESTERDAY

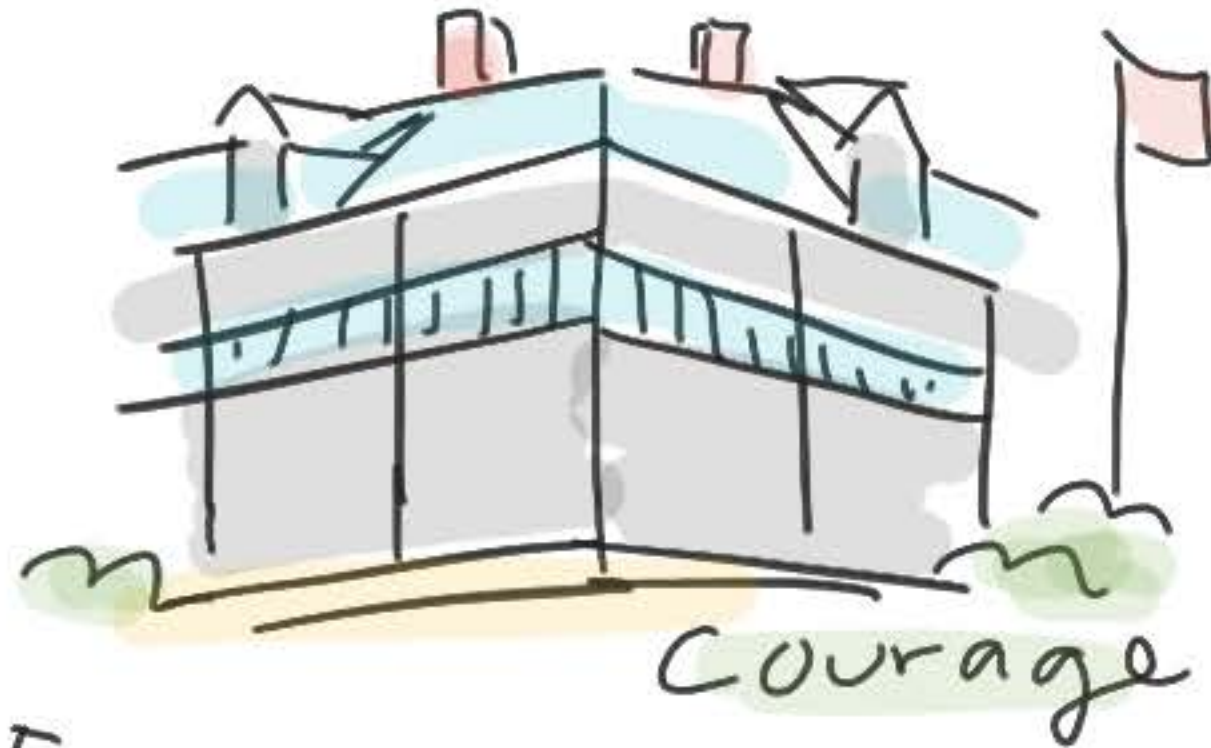
TODAY AND TOMMOROW

SYMBOLS OF VALUES

for **VANCOUVER**



Heart and
Leadership



Courage

Perseverance

Fort
Vancouver and Officer's Row



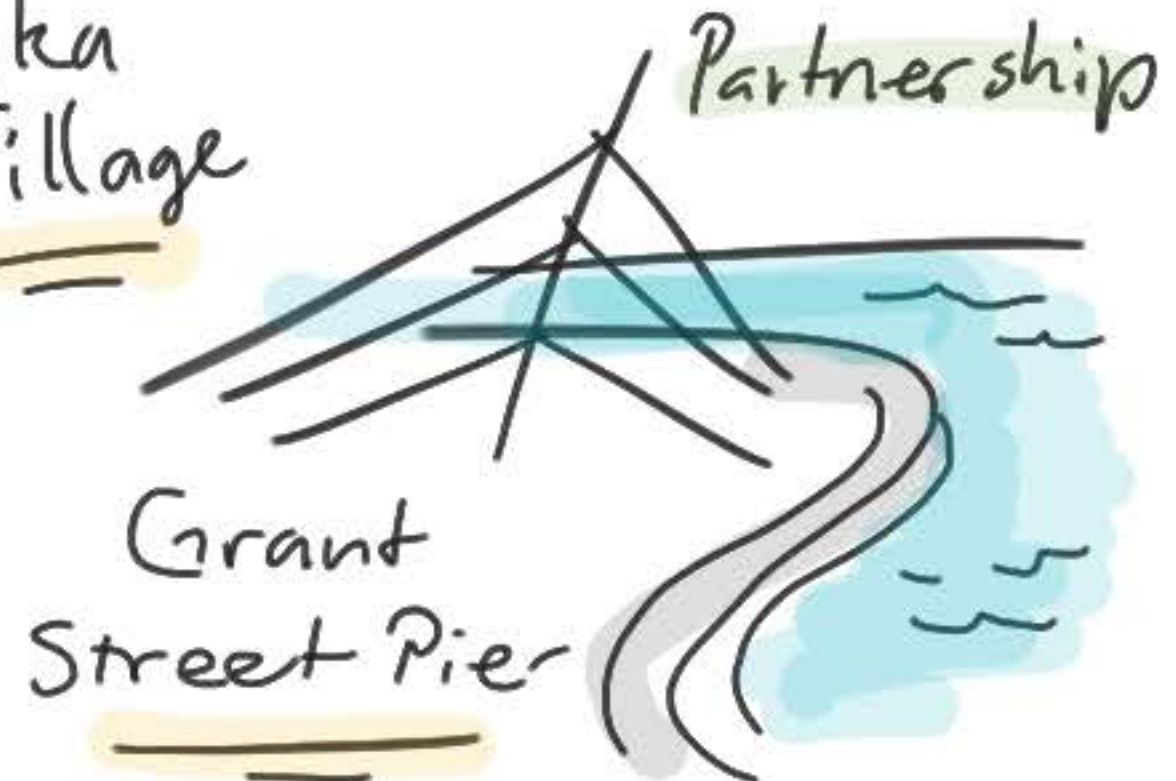
Diverse
Heritage

Kanaka
Village



Consistency

Leverich
Park



Grant
Street Pier

Partnership

WHO HAS INSPIRED YOU?



PART OF YOUR PERSONAL HISTORY

THAT BROUGHT YOU HERE

WHAT ABOUT A HEARTBREAK OR CHALLENGE?



WHAT DO YOU HOPE FOR THE FUTURE OF VANCOUVER?



INSPIRED BY

Energy
Courage
Selfless
Hardworking



Mother



Tough, resilient,

Blue collar

Bold evolution



Embrace diversity
and difference
of opinion

HOPE FOR OUR COMMUNITY

EXPERIENCES



Tragic
accident shaped
resiliency



Look forward

Common identity

Self-sufficient

Strong, determined

Confidence, nurturing

Intentional

Independent



Remember
what we

have in common



INSPIRED BY

- Trailblazer

- Tough, respect



- Adaptable

- Growth to a great leader



- Prosperity for all people

EXPERIENCES



- Sibling with mental health issues



- Sustainability



- Interested in politics

- Compassion for the vulnerable



HOPE FOR THE FUTURE

- Affordable housing

- Professional energy



- Right-wing ideology

- Intolerant household

INSPIRED BY

- Childhood memories



Friends



- Deeply rooted

DOROTHY



- Energetic

- Strong, courageous

- No-nonsense

- Great mentor



HOPE FOR THE FUTURE



- Get others involved

- Face our challenges

- Ask for help



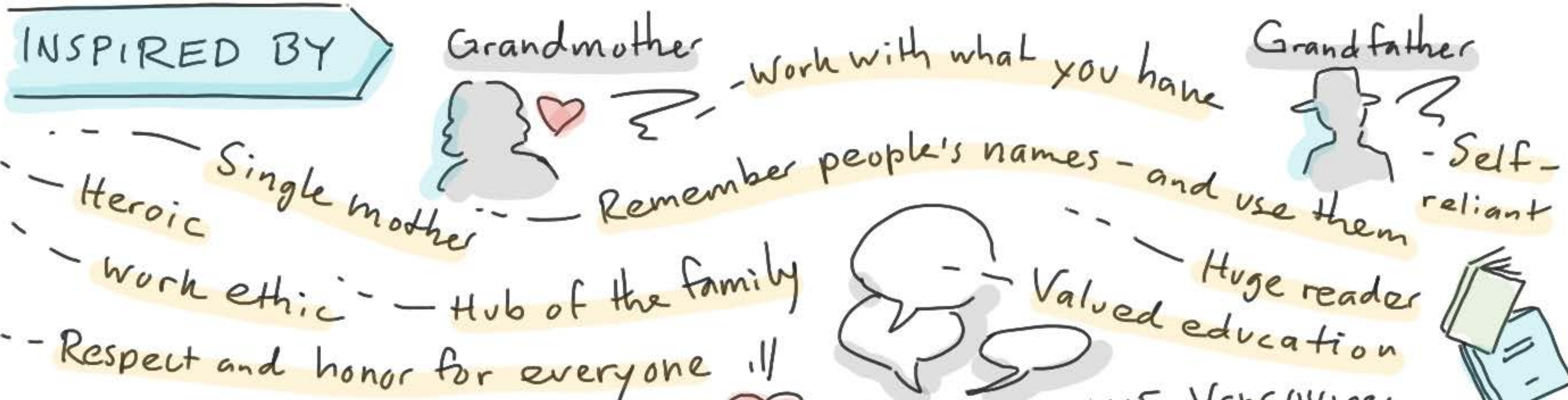
EXPERIENCES

- Healthy neighborhoods

- Safe for children

- Tragic loss inspired taking a risk and trying something new

INSPIRED BY



EXPERIENCES



HOPE FOR THE FUTURE

Recognize the good things we have



Preserve history

Help communities to grow closer



DECISION- MAKING

OPERATIONAL



Compassion

Quality of life

Resilience

Inclusivity

Consistency

Trailblazers

Partnership

Diversity

Leadership

Courage

Safety

Equity

Resourceful

DECISION-MAKING

VALUES

Governing
value

INTEGRITY

OPERATIONAL

VALUES

We will be

DIVERSITY - INCLUSIVENESS

COMPASSION

UNITY

COURAGE

LEGACY

INNOVATION

RESILIENCE

CLIMATE

SAFETY

OPEN SPACES

OUTCOME

DECISIVE

RESOURCEFUL

SEEK PARTNERSHIPS

QUALITY
- of -
LIFE



DECISION-MAKING

VALUES

QUALITY
of LIFE

OPERATIONAL

VALUES

We will be

DIVERSITY - INCLUSIVENESS

DECISIVE

COMPASSION - UNITY

RESOURCEFUL

LEGACY - INNOVATION

SEEK PARTNERSHIPS

LEADERSHIP - RESILIENCE

CLIMATE

SAFETY

OPEN SPACES

INTEGRITY



DECISION-MAKING

VALUES

QUALITY
of LIFE

OPERATIONAL

VALUES

We will be

DECISIVE

RESOURCEFUL

SEEK PARTNERSHIPS

RESILIENCE

COURAGE

INTEGRITY

DIVERSITY - INCLUSIVITY

COMPASSION

UNITY

CLIMATE

SAFETY

OPEN SPACES

LEGACY

INNOVATION

LEADERSHIP

STEWARDSHIP



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:

\$ 13,584,261.95 this 22nd day of February 2021.

MAYOR



AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
February 2, 2021 - February 15, 2021	Accounts Payable Checks (see attached)	\$ 10,601,364.44
February 2, 2021 - February 15, 2021	Hansen City Payments (see attached)	\$ 14,108.05
February 2, 2021 - February 15, 2021	Visa Refunds (see attached)	\$ 2,262.27
February 2, 2021 - February 15, 2021	Payroll Checks (see attached)	\$ 2,966,527.19
TOTAL		\$ 13,584,261.95

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	2/2/2021	1,140.42	Athlactron Holding	
Supplier Payment	Manual Wire	No Reference	2/2/2021	18,571.93	Bank Of America N.A.	
Supplier Payment	Manual Wire	No Reference	2/4/2021	36,294.38	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	2/4/2021	1,281.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	2/4/2021	420,665.95	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	2/4/2021	10,024.34	VSP Vision Care Inc	
Supplier Payment	Manual Wire	No Reference	2/4/2021	180,200.00	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	2/8/2021	121,892.83	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	2/8/2021	17,535.30	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	2/9/2021	10.79	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Manual Wire	No Reference	2/10/2021	2,500,000.00	Chicago Title Company of WA	
Supplier Payment	Manual Wire	No Reference	2/10/2021	34,892.48	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	2/10/2021	75.00	HRA VEBA Plan	
Supplier Payment	Manual Wire	No Reference	2/10/2021	7,249.47	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	2/10/2021	178,372.93	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	2/10/2021	26,711.83	ING	
Supplier Payment	Manual Wire	No Reference	2/10/2021	560.50	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	2/10/2021	55,951.48	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	2/10/2021	1,071.19	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	2/10/2021	24,146.87	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	2/10/2021	4,555.26	Washington SDU	
Supplier Payment	Manual Wire	No Reference	2/10/2021	19,650.00	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	2/10/2021	18,451.12	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	2/11/2021	821,947.04	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	2/11/2021	103.38	State of Arizona	
Supplier Payment	Manual Wire	No Reference	2/11/2021	25.12	State of California	
Supplier Payment	Manual Wire	No Reference	2/11/2021	1,734.00	State of Washington Department of Licensing	
Supplier Payment	Manual Wire	No Reference	2/12/2021	9,852.06	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	2/12/2021	90,003.08	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	2/12/2021	520,183.02	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire	No Reference	2/12/2021	23,985.10	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	2/12/2021	963.30	VSP Vision Care Inc	
Expense Payment	Direct Deposit	EFT-00088121	2/4/2021	225.00	Michelle Cary	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00088122	2/4/2021	189.69	Patric Tandy	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00088123	2/4/2021	32.51	Thomas Naramore	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00088124	2/4/2021	33.88	Suzanne Hebert	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00088125	2/4/2021	147.01	Douglas Sweyer	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00088126	2/4/2021	65.02	Tammi Neblock	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00088127	2/4/2021	190.00	Dustin Goudschaal	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00088128	2/4/2021	275.00	Jessica Wilcox	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00088129	2/4/2021	44.00	Tammy Michelson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00088130	2/4/2021	176.43	Rainy Rau	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00088131	2/4/2021	190.00	Jason Mills	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00088132	2/4/2021	210.00	Mark Milazzo	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00088133	2/4/2021	137.90	Richard Aragon	Employee Reimbursement
Supplier Payment	EFT	EFT-00088134	2/4/2021	487.80	Clark County - Remit-To: Clark County - Treasurer Vancouver	

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Supplier Payment	EFT	EFT-00088135	2/4/2021	5,644.52	Lifeline Connections	
Supplier Payment	EFT	EFT-00088136	2/4/2021	258,386.71	Tapani Inc	
Supplier Payment	EFT	EFT-00088137	2/4/2021	24,117.00	Metereaders LLC	
Supplier Payment	EFT	EFT-00088138	2/4/2021	3,515.85	Jeanette M. Bader	
Supplier Payment	EFT	EFT-00088139	2/4/2021	75,207.70	Clearwater Contracting LLC	
Supplier Payment	EFT	EFT-00088140	2/3/2021	1,471.25	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00088141	2/4/2021	1,680.58	RELX Inc.	
Supplier Payment	EFT	EFT-00088142	2/4/2021	73,880.33	Lee Contractors LLC	
Supplier Payment	EFT	EFT-00088143	2/4/2021	13,797.62	Second Step Housing	
Supplier Payment	EFT	EFT-00088144	2/4/2021	39,885.89	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	EFT	EFT-00088145	2/4/2021	6,455.90	Go Connect	
Supplier Payment	EFT	EFT-00088146	2/4/2021	4,032.49	Fire Systems West	
Supplier Payment	EFT	EFT-00088147	2/4/2021	218.93	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00088148	2/4/2021	2,475.00	JCI Jones Chemicals Inc	
Supplier Payment	EFT	EFT-00088149	2/4/2021	563.53	McKesson Medical Surgical Inc	
Supplier Payment	EFT	EFT-00088150	2/4/2021	421,420.85	Rotschy Inc	
Supplier Payment	EFT	EFT-00088151	2/4/2021	13,224.76	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00088152	2/4/2021	4,411.25	Otak Inc	
Supplier Payment	EFT	EFT-00088153	2/4/2021	43,122.44	McClure and Sons Inc.	
Supplier Payment	EFT	EFT-00089839	2/8/2021	20,089.09	Lynn K Wittwer MD PC	
Supplier Payment	EFT	EFT-00089840	2/10/2021	68.12	Legal Shield	
Supplier Payment	EFT	EFT-00089841	2/10/2021	917.40	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00089842	2/10/2021	11,814.69	Allegiance Benefit Plan Management Inc	
Expense Payment	Direct Deposit	EFT-00089942	2/11/2021	108.62	Rainy Rau	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00089943	2/11/2021	46.23	Robert Givens	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00089944	2/11/2021	58.00	Chris Riches	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00089945	2/11/2021	190.00	Deanna Watkins	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00089946	2/11/2021	548.00	Michelle Cary	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00089947	2/11/2021	52.00	Jonathan Young	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00089948	2/11/2021	220.76	Tammi Neblock	Employee Reimbursement
Supplier Payment	EFT	EFT-00089949	2/11/2021	1,340.10	Miller Mendel Inc	
Supplier Payment	EFT	EFT-00089950	2/11/2021	9,322.40	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00089951	2/11/2021	1,483.24	State of Washington Consolidated Technology Services	
Supplier Payment	EFT	EFT-00089952	2/11/2021	4,018.10	Go Connect	
Supplier Payment	EFT	EFT-00089953	2/11/2021	320.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00089954	2/11/2021	253,383.74	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	EFT	EFT-00089955	2/11/2021	1,030.00	The St. Paul's English Evangelical Lutheran Church	
Supplier Payment	EFT	EFT-00089956	2/11/2021	281.84	Fire Systems West	
Supplier Payment	EFT	EFT-00089957	2/11/2021	934.50	Rapid Response Bio Clean	
Supplier Payment	EFT	EFT-00089958	2/11/2021	21,966.18	Madden Industrial Craftsmen Inc	
Supplier Payment	EFT	EFT-00089959	2/11/2021	4,606.13	Consolidated Supply Co	
Supplier Payment	EFT	EFT-00089960	2/11/2021	27,742.67	Outsiderinn.org	
Supplier Payment	EFT	EFT-00089961	2/11/2021	100.56	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00089962	2/11/2021	3,963.50	Otak Inc	
Supplier Payment	Check	19933	2/3/2021	2,601.30	State of Washington Auditor's Office	
Customer Refund	Check	19934	2/3/2021	80,322.00	EVERGREEN SCHOOL DISTRICT	Contract was cancelled
Customer Refund	Check	19935	2/3/2021	26,728.38	VANCOUVER SCHOOL DISTRICT	Contract stopped 3/13 due to COVID
Ad Hoc Payment	Check	19936	2/3/2021	41.95	Aaron Butrick	Utility Refunds: 0022031100-03

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Ad Hoc Payment	Check	19937	2/3/2021	110.07	Alex Bordokoff	Utility Refunds: 0074052466-04
Ad Hoc Payment	Check	19938	2/3/2021	88.22	Amber Chapman	Utility Refunds: 0096450098-07
Ad Hoc Payment	Check	19939	2/3/2021	41.81	Andrey Pisarchuk	Utility Refunds: 0061095136-04
Ad Hoc Payment	Check	19940	2/3/2021	80.29	Anna & Nikolas Gelman	Utility Refunds: 0071096200-02
Ad Hoc Payment	Check	19941	2/3/2021	55.61	Atish & Joshika Deo	Utility Refunds: 0074018180-04
Ad Hoc Payment	Check	19942	2/3/2021	136.78	Atish Deo	Utility Refunds: 0074018180-04
Ad Hoc Payment	Check	19943	2/3/2021	379.72	Aurora Hovland	Utility Refunds: 0108006791-03
Ad Hoc Payment	Check	19944	2/3/2021	186.94	Austin Seely	Utility Refunds: 0022060500-08
Ad Hoc Payment	Check	19945	2/3/2021	59.55	Avery Emma Inc	Utility Refunds: 0500003636-01
Ad Hoc Payment	Check	19946	2/3/2021	51.50	Benjamin Carson	Utility Refunds: 0147004004-02
Ad Hoc Payment	Check	19947	2/3/2021	389.75	Betty Ang	Utility Refunds: 0068019500-01
Ad Hoc Payment	Check	19948	2/3/2021	20.00	Bill Stulck	refund overpmt alarm inv #9419137
Ad Hoc Payment	Check	19949	2/3/2021	77.09	Blanka Guerrero	Utility Refunds: 0124043018-01
Ad Hoc Payment	Check	19950	2/3/2021	61.01	Celia Islas Novoa & Armando Cuellar Molina	Utility Refunds: 0020046000-11
Ad Hoc Payment	Check	19951	2/3/2021	21.79	Celsea & Noah Contreras	Utility Refunds: 0139243852-06
Ad Hoc Payment	Check	19952	2/3/2021	100.01	Chi McGraw	Utility Refunds: 0109011140-01
Ad Hoc Payment	Check	19953	2/3/2021	75.88	Chris & Leayn Vandeven	Utility Refunds: 0159002100-04
Ad Hoc Payment	Check	19954	2/3/2021	28.69	Chris & Yolanda Veal, Trustees	Utility Refunds: 0080078000-08
Ad Hoc Payment	Check	19955	2/3/2021	25.63	Christopher Mongillo	Utility Refunds: 0011077200-09
Ad Hoc Payment	Check	19956	2/3/2021	127.37	Christopher Mongillo & John Mongillo	Utility Refunds: 0011077200-09
Ad Hoc Payment	Check	19957	2/3/2021	70.31	Chris Veal	Utility Refunds: 0080078000-08
Ad Hoc Payment	Check	19958	2/3/2021	369.00	Chuck & Kristina Herr	Utility Refunds: 0067020556-04
Ad Hoc Payment	Check	19959	2/3/2021	118.25	Clifford & Tanya Williams	Utility Refunds: 0500002145-02
Ad Hoc Payment	Check	19960	2/3/2021	110.18	Dale & Leta Anderson C/O DEA investments	Utility Refunds: 0500002706-01
Ad Hoc Payment	Check	19961	2/3/2021	59.31	David Spiekerman	Utility Refunds: 0068019500-01
Ad Hoc Payment	Check	19962	2/3/2021	205.18	David Wiard	Utility Refunds: 0113901100-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19963	2/3/2021	102.42	David Wiard & Helen Dashiell	Utility Refunds: 0113901100-02
Ad Hoc Payment	Check	19964	2/3/2021	73.32	Debbie Mickenham	Utility Refunds: 0158005110-01
Ad Hoc Payment	Check	19965	2/3/2021	127.36	Devin & Stephanie Horn	Utility Refunds: 0066038400-01
Ad Hoc Payment	Check	19966	2/3/2021	308.00	Dough & Susan Edington	Utility Refunds: 0088030400-14
Ad Hoc Payment	Check	19967	2/3/2021	236.00	Douglas & Kimberly Knop	Utility Refunds: 0065025637-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19968	2/3/2021	358.00	Doug Wolvert	Utility Refunds: 0109003608-02
Ad Hoc Payment	Check	19969	2/3/2021	217.33	DR HORTON INC - PORTLAND	RES-276289
Ad Hoc Payment	Check	19970	2/3/2021	112.78	Duy Dang	Utility Refunds: 0101010186-03
Ad Hoc Payment	Check	19971	2/3/2021	158.79	Edannoir & Maryse Chio	Utility Refunds: 0047095550-02
Ad Hoc Payment	Check	19972	2/3/2021	33.04	Eduard Pavliy & Esther Kobenko	Utility Refunds: 0078099785-04
Ad Hoc Payment	Check	19973	2/3/2021	100.05	Edward Wieringa Jr	Utility Refunds: 0123003900-02
Ad Hoc Payment	Check	19974	2/3/2021	202.00	EM Fisher Enterprises	Utility Refunds: 0135002010-06 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19975	2/3/2021	20.18	Frank R Lofting	Utility Refunds: 0070000502-08
Ad Hoc Payment	Check	19976	2/3/2021	266.00	Gary Davis	Utility Refunds: 0028018900-07 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19977	2/3/2021	24.82	Glenda Reed & Teresa Rathbun	Utility Refunds: 0118000221-12
Ad Hoc Payment	Check	19978	2/3/2021	181.99	Gordon & Katherine Plamondon	Utility Refunds: 0164006136-02
Ad Hoc Payment	Check	19979	2/3/2021	27.46	Greenbrook Construction LLC	Utility Refunds: 0500004007-01
Ad Hoc Payment	Check	19980	2/3/2021	2,270.00	HAIDE LIMON	VOUCHER 2008032.030
Ad Hoc Payment	Check	19981	2/3/2021	65.11	HSR Capital-Harris Town Village LLC	Utility Refunds: 0500003957-01
Ad Hoc Payment	Check	19982	2/3/2021	221.74	Hudson Bay Homes LLC	Utility Refunds: 0500003633-01
Ad Hoc Payment	Check	19983	2/3/2021	120.00	Image Neighborhood Association	2020 RecycleU Grant
Ad Hoc Payment	Check	19984	2/3/2021	42.98	Jakub Kubrak & Magdalena Duleba	Utility Refunds: 0137005958-04

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Ad Hoc Payment	Check	19985	2/3/2021	130.36	James Blizzard Jr	Utility Refunds: 0023041800-02
Ad Hoc Payment	Check	19986	2/3/2021	426.56	James Howard	Utility Refunds: 0113010060-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	19987	2/3/2021	290.00	JB George LLC	refund bus lice fees
Ad Hoc Payment	Check	19988	2/3/2021	75.16	Jeffrey & Cynthia Zosel	Utility Refunds: 0042014300-03
Ad Hoc Payment	Check	19989	2/3/2021	101.35	Jeffrey & Diane Evershed	Utility Refunds: 0165000330-03
Ad Hoc Payment	Check	19990	2/3/2021	134.30	Jessica Halverson	Utility Refunds: 0047084167-20
Ad Hoc Payment	Check	19991	2/3/2021	66.78	Jill Breker	refund pkg permits COV09171; COV09144
Ad Hoc Payment	Check	19992	2/3/2021	54.33	John & Pamela Robertson	Utility Refunds: 0041006710-00
Ad Hoc Payment	Check	19993	2/3/2021	123.02	John and Katrina L Burns	Utility Refunds: 0034019700-08
Ad Hoc Payment	Check	19994	2/3/2021	7.50	John Dolan	Utility Refunds: 0500004511-01
Ad Hoc Payment	Check	19995	2/3/2021	96.34	Jonathan Monser	Utility Refunds: 0158001400-02
Ad Hoc Payment	Check	19996	2/3/2021	262.14	Jonathas & Maria Martins	Utility Refunds: 0042014200-02
Ad Hoc Payment	Check	19997	2/3/2021	134.95	Joseph Harkleroad & Huguet Akoka-Harkleroad	Utility Refunds: 0062000312-02
Ad Hoc Payment	Check	19998	2/3/2021	51.62	Joshua & Laura Aranda	Utility Refunds: 0126000172-05
Ad Hoc Payment	Check	19999	2/3/2021	118.03	Julio Torres-Rivera & Tammy Rivera	Utility Refunds: 0093034500-14
Ad Hoc Payment	Check	20000	2/3/2021	186.75	Kaitlynn Johnston	Utility Refunds: 0138002212-06
Ad Hoc Payment	Check	20001	2/3/2021	349.29	Kathleen Denyes, Trustee	Utility Refunds: 0107007100-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20002	2/3/2021	50.00	Kathy Sulla	refund overpmt alarm inv #99423344
Ad Hoc Payment	Check	20003	2/3/2021	22.08	Kendra & Todd Hash	Utility Refunds: 0061060570-04
Ad Hoc Payment	Check	20004	2/3/2021	51.00	Kenneth Garver II & Judy McCurdy-Garver	Utility Refunds: 0045034500-02
Ad Hoc Payment	Check	20005	2/3/2021	663.00	Kidjoy Logistics	refund overpmt CIVICGOV inv #77028586
Ad Hoc Payment	Check	20006	2/3/2021	346.82	Kimberly Scrivins Higgins & Matthew Higgins	Utility Refunds: 0077000735-04
Ad Hoc Payment	Check	20007	2/3/2021	93.09	Krishnaswamy Narayanaaswamy & Anupama Krishnashwam	Utility Refunds: 0141003701-05
Ad Hoc Payment	Check	20008	2/3/2021	395.00	Kristin Wennerlind	Utility Refunds: 0117054008-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20009	2/3/2021	155.00	Kyle M Sevier , Personal Rep	Utility Refunds: 0121040092-00
Ad Hoc Payment	Check	20010	2/3/2021	267.99	Lavona Dokken	Utility Refunds: 0101000622-02
Ad Hoc Payment	Check	20011	2/3/2021	74.28	Lloyd & Jackie Berry , Trustees	Utility Refunds: 0029027980-03
Ad Hoc Payment	Check	20012	2/3/2021	65.76	Lomoar & Jim Majoroqicz	Utility Refunds: 0026006500-01
Ad Hoc Payment	Check	20013	2/3/2021	440.91	LUXE INVESTMENT LLC	Utility Refunds: 0021016800-07
Ad Hoc Payment	Check	20014	2/3/2021	30.84	Manor Homes Washington Inc	Utility Refunds: 0500003721-01
Ad Hoc Payment	Check	20015	2/3/2021	51.67	Margerie Reyes & Mathew Kuehl	Utility Refunds: 0054080102-03
Ad Hoc Payment	Check	20016	2/3/2021	156.18	Mark & Caressa Milgrove	Utility Refunds: 0046061002-05
Ad Hoc Payment	Check	20017	2/3/2021	30.87	Mary Johnson	Utility Refunds: 0117051044-04
Ad Hoc Payment	Check	20018	2/3/2021	49.32	Matthew Ott	Utility Refunds: 0018072600-04
Ad Hoc Payment	Check	20019	2/3/2021	90.68	Matthew Ott & Allison Krutsinger	Utility Refunds: 0018072600-04
Ad Hoc Payment	Check	20020	2/3/2021	75.46	Max Zarosinski	Utility Refunds: 0068008900-03
Ad Hoc Payment	Check	20021	2/3/2021	146.97	Melton Family Trust	Utility Refunds: 0012078167-01
Ad Hoc Payment	Check	20022	2/3/2021	124.82	Minto, Suminto & Asmah Hailmuddin	Utility Refunds: 0146411800-02
Ad Hoc Payment	Check	20023	2/3/2021	101.71	Nicholas & Sara Ann Campbell	Utility Refunds: 0059090100-05
Ad Hoc Payment	Check	20024	2/3/2021	20.00	Papa Murphys #21	refund alarm overpmt inv #99424467
Ad Hoc Payment	Check	20025	2/3/2021	52.71	Patricia Nefediew	Utility Refunds: 0023020450-01
Ad Hoc Payment	Check	20026	2/3/2021	283.22	Patrick & Adina Kelley	Utility Refunds: 0113015062-03
Ad Hoc Payment	Check	20027	2/3/2021	70.00	PCS	refund overpmt alarm inv #99409483 et al
Ad Hoc Payment	Check	20028	2/3/2021	70.00	PCS	Kenan Powell (cust #T-4414; inv #99344250 & 99349352)
Ad Hoc Payment	Check	20029	2/3/2021	105.75	Phillip & Elizabeth Carson	Utility Refunds: 0101001570-01
Ad Hoc Payment	Check	20030	2/3/2021	58.09	Phillip & Mary Anton	Utility Refunds: 0140004531-03
Ad Hoc Payment	Check	20031	2/3/2021	214.00	Phung Honag Le	Utility Refunds: 0055015400-08
Ad Hoc Payment	Check	20032	2/3/2021	58.40	Prairie Electric	MPE-287633 refund

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	20033	2/3/2021	14,716.00	Primelan Properties	WTR-287618 water reimbursement contract
Ad Hoc Payment	Check	20034	2/3/2021	24.88	Ralph Houser	Utility Refunds: 0067012262-03
Ad Hoc Payment	Check	20035	2/3/2021	281.12	Ralph Houser IV & Wendy Houser	Utility Refunds: 0067012262-03
Ad Hoc Payment	Check	20036	2/3/2021	66.26	Raymond Stover	Utility Refunds: 0046068720-02
Ad Hoc Payment	Check	20037	2/3/2021	29.48	Reed & Wendi Hamann	Utility Refunds: 0159028150-00
Ad Hoc Payment	Check	20038	2/3/2021	202.77	Reid & Yvonne Nelson	Utility Refunds: 0077000388-05
Ad Hoc Payment	Check	20039	2/3/2021	201.82	RG Investments	Utility Refunds: 0079091033-06
Ad Hoc Payment	Check	20040	2/3/2021	148.03	Robert & Marina Farogi	Utility Refunds: 0146007060-01
Ad Hoc Payment	Check	20041	2/3/2021	290.34	Robert and Sofia Long	Utility Refunds: 0003001700-18
Ad Hoc Payment	Check	20042	2/3/2021	128.34	Roger D Olson	Utility Refunds: 0139000630-02
Ad Hoc Payment	Check	20043	2/3/2021	26.27	Ronald & Teresa Pritchard	Utility Refunds: 0091008600-20
Ad Hoc Payment	Check	20044	2/3/2021	98.18	Samantha Moss	Utility Refunds: 0079091033-06
Ad Hoc Payment	Check	20045	2/3/2021	161.67	Samuel Pap	Utility Refunds: 0061037220-05
Ad Hoc Payment	Check	20046	2/3/2021	33.79	Shahryar Houranpay & Zahra Ghiai	Utility Refunds: 0058016900-11
Ad Hoc Payment	Check	20047	2/3/2021	252.58	Shalyn & Jeremiah Brown	Utility Refunds: 0138001510-04
Ad Hoc Payment	Check	20048	2/3/2021	256.00	Shannon & Bethanne Peterson	Utility Refunds: 0045000244-03
Ad Hoc Payment	Check	20049	2/3/2021	144.58	Shannon Soriano	Utility Refunds: 0019042600-06
Ad Hoc Payment	Check	20050	2/3/2021	83.94	Shirly & Larry Silvis	Utility Refunds: 0086013807-02
Ad Hoc Payment	Check	20051	2/3/2021	182.03	Silvia & Livui Lucaci	Utility Refunds: 0165001570-01
Ad Hoc Payment	Check	20052	2/3/2021	53.97	Silvia Lucaci	Utility Refunds: 0165001570-01
Ad Hoc Payment	Check	20053	2/3/2021	21.25	Tanya Williams	Utility Refunds: 0500002145-02
Ad Hoc Payment	Check	20054	2/3/2021	401.86	Teresa Rene Anderson, Personal Rp	Utility Refunds: 0027011450-01
Ad Hoc Payment	Check	20055	2/3/2021	133.30	Terry Karstendiek	refund pkg permit COV05540
Ad Hoc Payment	Check	20056	2/3/2021	279.25	The Estate of Thomas A Reaves	Utility Refunds: 0015006420-02
Ad Hoc Payment	Check	20057	2/3/2021	255.03	The Management Group	Utility Refunds: 0055023008-13
Ad Hoc Payment	Check	20058	2/3/2021	63.97	Timothy & Jocelyn Kannmacher	Utility Refunds: 0154000430-03
Ad Hoc Payment	Check	20059	2/3/2021	175.18	Todd & Brittany Sturtz	Utility Refunds: 0024006300-11
Ad Hoc Payment	Check	20060	2/3/2021	342.51	Viktor & Nelya Rudnitskii	Utility Refunds: 0109018140-06
Ad Hoc Payment	Check	20061	2/3/2021	61.78	Wanda Solano	Utility Refunds: 0500001400-02
Ad Hoc Payment	Check	20062	2/3/2021	69.09	Weekley Homes LLC	Utility Refunds: 0500003986-01
Ad Hoc Payment	Check	20063	2/3/2021	72.97	Weekley Homes LLC	Utility Refunds: 0500003983-01
Ad Hoc Payment	Check	20064	2/3/2021	157.32	Weekley Homes LLC	Utility Refunds: 0500003792-01
Ad Hoc Payment	Check	20065	2/3/2021	177.14	Weekley Homes LLC	Utility Refunds: 0500003791-01
Ad Hoc Payment	Check	20066	2/3/2021	118.52	Weekley Homes LLC	Utility Refunds: 0500003781-01
Ad Hoc Payment	Check	20067	2/3/2021	122.40	Weekley Homes LLC	Utility Refunds: 0500003789-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20068	2/3/2021	31.21	William & Ladonna Green	Utility Refunds: 0046012695-00
Ad Hoc Payment	Check	20069	2/3/2021	140.27	Yong Joon Heo & Kiryeon Jung	Utility Refunds: 0137001536-04
Ad Hoc Payment	Check	20070	2/3/2021	74.04	Zinaida Salambova	Utility Refunds: 0075000999-07
Supplier Payment	Check	20071	2/3/2021	342.00	Accenture LLP	
Supplier Payment	Check	20072	2/3/2021	210.33	A-Check America Inc - Remit-To: A-Check - Glendale	
Supplier Payment	Check	20073	2/3/2021	3,633.57	Action Technology Systems	
Supplier Payment	Check	20074	2/3/2021	223.10	Advance Stores Company Incorporated - Remit-To: Advance Auto Parts - Atlanta	
Supplier Payment	Check	20075	2/3/2021	11,500.00	Alabama Canine Law Enforcement Officer's Training Center Inc	
Supplier Payment	Check	20076	2/3/2021	5,000.00	Alexandru Vasiliu	
Supplier Payment	Check	20077	2/3/2021	15,159.90	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	20078	2/3/2021	31,797.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	20079	2/3/2021	302,280.00	Amen Properties LLC	

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Supplier Payment	Check	20080	2/3/2021	627.50	Amex Products Inc	
Supplier Payment	Check	20081	2/3/2021	205.96	Annas Consultants Inc	
Supplier Payment	Check	20082	2/3/2021	5,745.20	Apex Hydrovac Tools LLC	
Supplier Payment	Check	20083	2/3/2021	179.41	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	20084	2/3/2021	666.66	Arborscape Ltd Inc	
Supplier Payment	Check	20085	2/3/2021	4,989.00	Archaeological Investigations Northwest Inc	
Supplier Payment	Check	20086	2/3/2021	22,200.00	Asghar R Sadri	
Supplier Payment	Check	20087	2/3/2021	22,200.00	Asghar R Sadri - Remit-To: ARS	
Supplier Payment	Check	20088	2/3/2021	5,213.00	Aspect Consulting LLC	
Supplier Payment	Check	20089	2/3/2021	3,700.00	Becky A Willis	
Supplier Payment	Check	20090	2/3/2021	3,178.23	Bound Tree Medical LLC	
Supplier Payment	Check	20091	2/3/2021	2,726.00	Bullard Law P. L.	
Supplier Payment	Check	20092	2/3/2021	2,007.84	Cascade Centers Inc	
Supplier Payment	Check	20093	2/3/2021	23,353.17	CECO Inc	
Supplier Payment	Check	20094	2/3/2021	230.07	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	20095	2/3/2021	456.42	Chicago Title Company of WA	
Supplier Payment	Check	20096	2/3/2021	54.75	City of Vancouver - Remit-To: COV - Vehicle Reg	
Supplier Payment	Check	20097	2/3/2021	20.00	Clark County - Remit-To: Reeta Fees	
Supplier Payment	Check	20098	2/3/2021	109,302.00	Clark Public Utility District No. 1	
Supplier Payment	Check	20099	2/3/2021	145.71	Clark Public Utility District No. 1	
Supplier Payment	Check	20100	2/3/2021	8,744.58	Clark Public Utility District No. 1	
Supplier Payment	Check	20101	2/3/2021	55,722.93	Columbia Non-Profit Housing	
Supplier Payment	Check	20102	2/3/2021	109.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	20103	2/3/2021	101.10	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	20104	2/3/2021	108.27	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	20105	2/3/2021	8,155.62	Copiers Northwest	
Supplier Payment	Check	20106	2/3/2021	7,686.96	Council for the Homeless	
Supplier Payment	Check	20107	2/3/2021	6,250.00	CPS HR Consulting	
Supplier Payment	Check	20108	2/3/2021	5,947.50	Davidson Benefits Planning	
Supplier Payment	Check	20109	2/3/2021	1,744.16	Day Management Corp - Remit-To: Day Wireless - Milwaukie	
Supplier Payment	Check	20110	2/3/2021	300.00	Dessie Brice	
Supplier Payment	Check	20111	2/3/2021	262.00	Dex Media West	
Supplier Payment	Check	20112	2/3/2021	271.00	Distinctive Landscape LLC	
Supplier Payment	Check	20113	2/3/2021	22,200.00	DML Properties LLC	
Supplier Payment	Check	20114	2/3/2021	3,700.00	Donald E Haagen	
Supplier Payment	Check	20115	2/3/2021	3,610.27	Eagle Newspaper Inc	
Supplier Payment	Check	20116	2/3/2021	33,949.53	EnviroIssues Inc	
Supplier Payment	Check	20117	2/3/2021	56.35	Experian Marketing Solutions - Remit-To: Experian - Los Angeles	
Supplier Payment	Check	20118	2/3/2021	6,575.45	Feenaughty Machinery Co.	
Supplier Payment	Check	20119	2/3/2021	6,001.64	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	20120	2/3/2021	8,568.75	Financial Consulting Solutions Group Inc	
Supplier Payment	Check	20121	2/3/2021	208.79	Genuine Parts Company	
Supplier Payment	Check	20122	2/3/2021	339.18	Genuine Parts Company - Remit-To: NAPA - Los Angeles	
Supplier Payment	Check	20123	2/3/2021	3,700.00	Gerald G Haagen	
Supplier Payment	Check	20124	2/3/2021	1,877.31	Gordon Truck Centers	

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Supplier Payment	Check	20125	2/3/2021	3,700.00	Gregory Scott Haagen	
Supplier Payment	Check	20126	2/3/2021	5,103.75	GVP Ventures Inc	
Supplier Payment	Check	20127	2/3/2021	3,154.22	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	20128	2/3/2021	21,572.26	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	Check	20129	2/3/2021	4,583.32	Hispanic Metropolitan Chamber	
Supplier Payment	Check	20130	2/3/2021	251.05	J-2 Blueprint Supply Co.	
Supplier Payment	Check	20131	2/3/2021	1,626.00	Jamestown Networks	
Supplier Payment	Check	20132	2/3/2021	1,100.00	Jeanie C. Warner	
Supplier Payment	Check	20133	2/3/2021	97,345.58	Jeffrey Barrar PS	
Supplier Payment	Check	20134	2/3/2021	304,761.33	King County Directors Association Purchasing Department	
Supplier Payment	Check	20135	2/3/2021	497.85	Kittelson & Associates Inc	
Supplier Payment	Check	20136	2/3/2021	24,939.89	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	20137	2/3/2021	286.18	Lasko Printing Specialties Inc	
Supplier Payment	Check	20138	2/3/2021	6,487.50	Lee Weinstein	
Supplier Payment	Check	20139	2/3/2021	580.00	Legacy Laboratory Services Inc	
Supplier Payment	Check	20140	2/3/2021	2,751.56	Linguava Interpreters Inc	
Supplier Payment	Check	20141	2/3/2021	15,550.00	LSW Architects PC	
Supplier Payment	Check	20142	2/3/2021	5,000.00	Luiza Vasiliu Pollock	
Supplier Payment	Check	20143	2/3/2021	22,200.00	M. Mary Haagen - For Benefit of Trust as Its Trustee	
Supplier Payment	Check	20144	2/3/2021	23,751.24	Mackenzie Engineering Inc	
Supplier Payment	Check	20145	2/3/2021	298.10	Mark IV Enterprises Inc	
Supplier Payment	Check	20146	2/3/2021	1,610.00	Marquam Group LTD	
Supplier Payment	Check	20147	2/3/2021	1,000.00	Message Gears LLC	
Supplier Payment	Check	20148	2/3/2021	148,546.15	Mill Plain Electric	
Supplier Payment	Check	20149	2/3/2021	28,673.00	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	20150	2/3/2021	1,860.15	National Safety Inc	
Supplier Payment	Check	20151	2/3/2021	1,699.80	Net Transcripts Inc	
Supplier Payment	Check	20152	2/3/2021	54,215.41	Northwest Construction General Contracting Inc	
Supplier Payment	Check	20153	2/3/2021	114.06	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	20154	2/3/2021	1,496.93	One Call Concepts Inc	
Supplier Payment	Check	20155	2/3/2021	45.00	Parkeon	
Supplier Payment	Check	20156	2/3/2021	3,700.00	Patti L Boeck	
Supplier Payment	Check	20157	2/3/2021	42,787.38	PBS Engineering and Environmental Inc	
Supplier Payment	Check	20158	2/3/2021	635.90	Porter W Yett Company	
Supplier Payment	Check	20159	2/3/2021	10,194.27	Portland Adventist Medical Center	
Supplier Payment	Check	20160	2/3/2021	765.92	Portland Mechanical Construction LLC	
Supplier Payment	Check	20161	2/3/2021	323.19	Precor Commercial Fitness	
Supplier Payment	Check	20162	2/3/2021	2,341.44	Prestige Glossworx	
Supplier Payment	Check	20163	2/3/2021	13,750.00	Public Safety Testing Inc	
Supplier Payment	Check	20164	2/3/2021	859.40	Purple Communications Inc	
Supplier Payment	Check	20165	2/3/2021	9,534.83	Quanta Telecommunication Services LLC	
Supplier Payment	Check	20166	2/3/2021	15,373.00	Quetel Corporation	
Supplier Payment	Check	20167	2/3/2021	517.88	Qwest Corp - Remit-To: CenturyLink - Phoenix	
Supplier Payment	Check	20168	2/3/2021	208.67	Rentokil North America Inc	
Supplier Payment	Check	20169	2/3/2021	147.50	Richard L Hepper	
Supplier Payment	Check	20170	2/3/2021	6,267.00	Sequence Graphics LLC	

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Supplier Payment	Check	20171	2/3/2021	94,091.90	Share Inc	
Supplier Payment	Check	20172	2/3/2021	24.27	Shred It USA LLC	
Supplier Payment	Check	20173	2/3/2021	51,790.74	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	20174	2/3/2021	965.43	Southwest Clean Air Agency	
Supplier Payment	Check	20175	2/3/2021	152.16	Stanley Ray Hoofard	
Supplier Payment	Check	20176	2/3/2021	100,809.00	State of Washington Department of Health - Remit-To: WA Dept of Health	
Supplier Payment	Check	20177	2/3/2021	53.43	Stericycle Inc	
Supplier Payment	Check	20178	2/3/2021	16,095.23	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	20179	2/3/2021	3,700.00	Susan R Shirley	
Supplier Payment	Check	20180	2/3/2021	225.00	Suzanne Best	
Supplier Payment	Check	20181	2/3/2021	10,677.67	Sympro Inc	
Supplier Payment	Check	20182	2/3/2021	438.98	Towing & Recovering Services Inc	
Supplier Payment	Check	20183	2/3/2021	883.47	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	20184	2/3/2021	2,448.76	Triple J Enterprises	
Supplier Payment	Check	20185	2/3/2021	1,048.69	Tyree Oil Inc	
Supplier Payment	Check	20186	2/3/2021	31.40	United Parcel Service	
Supplier Payment	Check	20187	2/3/2021	700.00	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	20188	2/3/2021	10,000.00	United States Postal Service - Remit-To: United States Postal Service Carol Stream IL	
Supplier Payment	Check	20189	2/3/2021	442.00	Urgent Medical Center	
Supplier Payment	Check	20190	2/3/2021	208.94	Vancouver Bolt and Supply Inc	
Supplier Payment	Check	20191	2/3/2021	3,207.36	Vancouver Farmers Market Association	
Supplier Payment	Check	20192	2/3/2021	1,425.89	Walter E Nelson Company	
Supplier Payment	Check	20193	2/3/2021	5,767.55	Wapiti NW LLC	
Supplier Payment	Check	20194	2/3/2021	3,769.68	Western Equipment Distributors - Remit-To: Western Equipment - Los Angeles	
Supplier Payment	Check	20195	2/3/2021	2,537.01	Wilson Oil Inc	
Supplier Payment	Check	20196	2/3/2021	15,077.11	Wire Works LLC	
Supplier Payment	Check	20197	2/3/2021	9,647.91	W Todd Pascoe	
Supplier Payment	Check	20198	2/3/2021	387.93	WW Grainger Inc	
Supplier Payment	Check	20199	2/3/2021	650.40	YOLO Washington LLC	
Supplier Payment	Check	20200	2/3/2021	40.69	Ziply Fiber	
Supplier Payment	Check	20201	2/3/2021	2,697.23	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	20202	2/10/2021	8,316.55	Aflac	
Supplier Payment	Check	20203	2/10/2021	5,023.78	AFSCME Local #307	
Supplier Payment	Check	20204	2/10/2021	22,557.51	IAFF Local #452	
Supplier Payment	Check	20205	2/10/2021	712.50	IAM Local #1374	
Supplier Payment	Check	20206	2/10/2021	8,912.45	Life Insurance Company of North America	
Supplier Payment	Check	20207	2/10/2021	575.00	MFS Service Center Inc	
Supplier Payment	Check	20208	2/10/2021	4,061.51	OPEIU Local #11	
Supplier Payment	Check	20209	2/10/2021	519.50	Teamsters Local #58	
Supplier Payment	Check	20210	2/10/2021	297.50	UA Local #290	
Supplier Payment	Check	20211	2/10/2021	10,624.41	Vancouver Police Officer Guild	
Supplier Payment	Check	20212	2/10/2021	2,161.20	Western Conference of Teamsters	
Supplier Payment	Check	20213	2/10/2021	1,019.20	Western Metal Industry Pension Plan	
Customer Refund	Check	20214	2/10/2021	350.00	ELECT TANISHA HARRIS	Refund of duplicate payment of invoice # 00011571 for July 2020 ad. Paid on checks # 182 and 189.
Customer Refund	Check	20215	2/10/2021	366.00	JOSHUA TRACE	Duplicate payment

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Customer Refund	Check	20216	2/10/2021	7,828.03	LIFELINE CONNECTIONS	Refund for Marshal Center being closed.
Ad Hoc Payment	Check	20217	2/10/2021	128.00	ALMA SAN JUAN	VOUCHER 2008062.030
Ad Hoc Payment	Check	20218	2/10/2021	128.00	ALMA SAN JUAN	VOUCHER 2008060.030
Ad Hoc Payment	Check	20219	2/10/2021	96.00	ASHLEY ANDERSON	VOUCHER 2008056.030
Ad Hoc Payment	Check	20220	2/10/2021	96.00	ASHLEY ANDERSON	VOUCHER 2008057.030
Ad Hoc Payment	Check	20221	2/10/2021	59.51	Associated Plumbing Co	MPE-293495
Ad Hoc Payment	Check	20222	2/10/2021	513.36	Associated Plumbing Co	MPE-293494
Ad Hoc Payment	Check	20223	2/10/2021	16.47	Austin Edwards	Utility Refunds: 0000007642-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20224	2/10/2021	450.35	Capitol Electric	MPE-293564
Ad Hoc Payment	Check	20225	2/10/2021	61.70	CAROL WINDSNES	VOUCHER 2008052.030
Ad Hoc Payment	Check	20226	2/10/2021	58.40	Cathi Roland	MPE-291690 refund
Ad Hoc Payment	Check	20227	2/10/2021	146.00	CELESTE KING	VOUCHER 2008068.030
Ad Hoc Payment	Check	20228	2/10/2021	146.00	CELESTE KING	VOUCHER 2008067.030
Ad Hoc Payment	Check	20229	2/10/2021	2.00	Curtis,Deanna	Utility Refunds: 0000003926-02
Ad Hoc Payment	Check	20230	2/10/2021	4,971.71	Curtis,Deanna	Utility Refunds: 0000003926-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20231	2/10/2021	1,402.20	Daniel Mathies	ROW-292882 refund
Ad Hoc Payment	Check	20232	2/10/2021	376.69	Dan W Wyatt	Utility Refunds: 0014017300-06
Ad Hoc Payment	Check	20233	2/10/2021	320.00	Delphia Lynn	Utility Refunds: 0065025709-04
Ad Hoc Payment	Check	20234	2/10/2021	131.98	Dietel,David	Utility Refunds: 0000003515-02
Ad Hoc Payment	Check	20235	2/10/2021	10.24	Doris F Sybouts	Utility Refunds: 0023019200-00
Ad Hoc Payment	Check	20236	2/10/2021	20.00	Douglas Hemenway	refund overpmt alarm inv #99419391
Ad Hoc Payment	Check	20237	2/10/2021	85.00	DR HORTON INC - PORTLAND	RES-290442 refund
Ad Hoc Payment	Check	20238	2/10/2021	85.00	DR HORTON INC - PORTLAND	RES-290437 refund
Ad Hoc Payment	Check	20239	2/10/2021	85.00	DR HORTON INC - PORTLAND	RES-290441 refund
Ad Hoc Payment	Check	20240	2/10/2021	85.00	DR HORTON INC - PORTLAND	RES-290454 refund
Ad Hoc Payment	Check	20241	2/10/2021	85.00	DR HORTON INC - PORTLAND	RES-290455 refund
Ad Hoc Payment	Check	20242	2/10/2021	13,026.77	Ema Kelley	Claim Payment - DOL: 12/24/20 - Risk
Ad Hoc Payment	Check	20243	2/10/2021	59.51	Environmental Works	MPE-294708
Ad Hoc Payment	Check	20244	2/10/2021	59.51	Eric Olson Electric Inc	MPE-294652
Ad Hoc Payment	Check	20245	2/10/2021	25.30	Esmeralda Quinonez	Utility Refunds: 0061087800-13
Ad Hoc Payment	Check	20246	2/10/2021	293.00	Estate of Kevin Kelly	Utility Refunds: 0147010700-02
Ad Hoc Payment	Check	20247	2/10/2021	96.00	FABIAN BALDERAS	VOUCHER 2008065.030
Ad Hoc Payment	Check	20248	2/10/2021	96.00	FABIAN BALDERAS	VOUCHER 2008064.030
Ad Hoc Payment	Check	20249	2/10/2021	3,286.68	Fuller Group	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	20250	2/10/2021	14.68	George and Mary Pattie	Utility Refunds: 0114006982-04
Ad Hoc Payment	Check	20251	2/10/2021	204.73	Goss,Jacqueline	Utility Refunds: 0138001938-06
Ad Hoc Payment	Check	20252	2/10/2021	60.51	Hughes Electrical CONTR INC	MPE-295284
Ad Hoc Payment	Check	20253	2/10/2021	165,648.00	Hurley Development LLC	CMI-273456 TIF refund
Ad Hoc Payment	Check	20254	2/10/2021	5,712.00	Hurley Development LLC	CMI-273456 refund
Ad Hoc Payment	Check	20255	2/10/2021	49.66	Janice Lamont	Utility Refunds: 0139243800-03
Ad Hoc Payment	Check	20256	2/10/2021	303.63	JL Vancouver Village LLC	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	20257	2/10/2021	12.82	Justin and Tiffany Kerle	Utility Refunds: 0096041700-09
Ad Hoc Payment	Check	20258	2/10/2021	35.23	Margaret Pera	Utility Refunds 0000004813-02
Ad Hoc Payment	Check	20259	2/10/2021	85.00	Max Kisilista	RES-284584 refund
Ad Hoc Payment	Check	20260	2/10/2021	50.00	Melanie Myckoff	refund overpmt pkg citation #7202302426
Ad Hoc Payment	Check	20261	2/10/2021	268.00	Menashe Properties	CMI-294845 refund
Ad Hoc Payment	Check	20262	2/10/2021	112.23	NW Management Exclusive Inc	Utility Refunds: 0058018500-30
Ad Hoc Payment	Check	20263	2/10/2021	334.24	Oksana Klassen	Utility Refunds: 0158009110-01
Ad Hoc Payment	Check	20264	2/10/2021	128.00	PAIGE LINIMON	VOUCHER 2008066.030
Ad Hoc Payment	Check	20265	2/10/2021	133.72	Pamla Wolf	Utility Refunds: 0032029500-00

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	20266	2/10/2021	40.00	PCS	refund overpmt alarms inv #99404609/99408806
Ad Hoc Payment	Check	20267	2/10/2021	4.00	PCS	A-1 Performance Trans & Converters
Ad Hoc Payment	Check	20268	2/10/2021	50.00	PCS	7202701081 McFarland
Ad Hoc Payment	Check	20269	2/10/2021	110.00	Rebecca Moldenhauer	VOUCHER 2008063.030
Ad Hoc Payment	Check	20270	2/10/2021	141.93	Richard and Kimberly Scheuffele	Utility Refunds: 0053078217-03
Ad Hoc Payment	Check	20271	2/10/2021	192.82	Richard Scheuffele	Utility Refunds: 0053078217-03
Ad Hoc Payment	Check	20272	2/10/2021	11.72	Ronald J and Cindy N Buma	Utility Refunds: 0017051100-05
Ad Hoc Payment	Check	20273	2/10/2021	128.00	SAM TRIEBS	VOUCHER 2008059.030
Ad Hoc Payment	Check	20274	2/10/2021	96.00	SARAH DUCOM	VOUCHER 2008058.030
Ad Hoc Payment	Check	20275	2/10/2021	116.00	State of Washington Dept of Licensing	License 22534 - 21 Prof Engineer License Renewal
Ad Hoc Payment	Check	20276	2/10/2021	278.72	Steeple Chase Apartments	Utility Refunds: 0043029160-01
Ad Hoc Payment	Check	20277	2/10/2021	714.30	Steeple Chase Apartments	Utility Refunds: 0043029180-01
Ad Hoc Payment	Check	20278	2/10/2021	174.12	Steeple Chase Apartments	Utility Refunds: 0043029190-01
Ad Hoc Payment	Check	20279	2/10/2021	2,212.61	Steeple Chase Apartments	Utility Refunds: 0043029120-01
Ad Hoc Payment	Check	20280	2/10/2021	650.24	Steeple Chase Apartments	Utility Refunds: 0043029166-01
Ad Hoc Payment	Check	20281	2/10/2021	855.00	Steeple Chase Apartments	Utility Refunds: 0043029110-01
Ad Hoc Payment	Check	20282	2/10/2021	141.00	Stephanie Platt	VOUCHER 2008077.030
Ad Hoc Payment	Check	20283	2/10/2021	146.00	Steve P Denunzio	Utility Refunds: 0077000314-09 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	20284	2/10/2021	211.61	The Lietz Family Trust	Utility Refunds: 0047031199-03
Ad Hoc Payment	Check	20285	2/10/2021	146.32	Vance R and Elizabeth S Ablott	Utility Refunds: 0126003370-03
Ad Hoc Payment	Check	20286	2/10/2021	368.00	Virginia M Carlyle	Utility Refunds: 0061084935-03
Ad Hoc Payment	Check	20287	2/10/2021	5.00	Wildfin Restaurant	refund overpmt CIVICGOV inv #77025112
Supplier Payment	Check	20288	2/10/2021	362.00	Accurate Corporate Services Inc	
Supplier Payment	Check	20289	2/10/2021	3,442.50	Action Onsite Inc	
Supplier Payment	Check	20290	2/10/2021	165,835.41	Advanced Excavating Specialists LLC	
Supplier Payment	Check	20291	2/10/2021	169.83	Advance Stores Company Incorporated	
Supplier Payment	Check	20292	2/10/2021	62.72	Airgas, Inc	
Supplier Payment	Check	20293	2/10/2021	1,012.50	AKS Engineering & Forestry LLC	
Supplier Payment	Check	20294	2/10/2021	524.32	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	20295	2/10/2021	798.00	Allegheny Answering Services	
Supplier Payment	Check	20296	2/10/2021	4,132.58	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	20297	2/10/2021	190.73	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	20298	2/10/2021	2,666.64	Arborscape Ltd Inc	
Supplier Payment	Check	20299	2/10/2021	8,259.53	AT & T Mobility II LLC	
Supplier Payment	Check	20300	2/10/2021	10,829.81	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Check	20301	2/10/2021	7,804.80	Bloomberg Finance LP - Remit-To: Bloomberg - Boston	
Supplier Payment	Check	20302	2/10/2021	3,640.26	Bound Tree Medical LLC	
Supplier Payment	Check	20303	2/10/2021	18,259.65	Brightview Holdings Inc	
Supplier Payment	Check	20304	2/10/2021	2,723.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	20305	2/10/2021	665.35	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	20306	2/10/2021	12,541.93	CFM Strategic Communications Inc	
Supplier Payment	Check	20307	2/10/2021	133.24	Chicago Title Company of WA	
Supplier Payment	Check	20308	2/10/2021	100.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	20309	2/10/2021	15,612.50	Clark County Fire District 5	
Supplier Payment	Check	20310	2/10/2021	3,306.85	Code Publishing Co	
Supplier Payment	Check	20311	2/10/2021	7,317.00	Columbia Cascade Company	
Supplier Payment	Check	20312	2/10/2021	126,850.25	Columbia Non-Profit Housing	

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	20313	2/10/2021	3,093.22	Columbia Resource Company	
Supplier Payment	Check	20314	2/10/2021	110.99	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	20315	2/10/2021	109.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	20316	2/10/2021	24.79	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	20317	2/10/2021	241.10	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	20318	2/10/2021	116.04	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	20319	2/10/2021	151.10	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	20320	2/10/2021	17,344.87	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	20321	2/10/2021	16,756.88	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	20322	2/10/2021	2,500.00	Community Foundation for Southwest Washington	
Supplier Payment	Check	20323	2/10/2021	680.28	Corporate Translation Services Inc	
Supplier Payment	Check	20324	2/10/2021	6,977.00	Council for the Homeless	
Supplier Payment	Check	20325	2/10/2021	165.00	Day Management Corp - Remit-To: Day Wireless - Milwaukee	
Supplier Payment	Check	20326	2/10/2021	7,335.80	Del Sol Inc	
Supplier Payment	Check	20327	2/10/2021	1,355.00	Distinctive Landscape LLC	
Supplier Payment	Check	20328	2/10/2021	876.40	Duncan Parking Technologies Inc	
Supplier Payment	Check	20329	2/10/2021	9,322.49	E&M Electric and Machinery, Inc	
Supplier Payment	Check	20330	2/10/2021	5,350.87	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	20331	2/10/2021	11,840.00	Foundant Technologies Inc	
Supplier Payment	Check	20332	2/10/2021	28,536.30	Friends of Trees	
Supplier Payment	Check	20333	2/10/2021	14,164.00	Gallagher Bassett Services Inc	
Supplier Payment	Check	20334	2/10/2021	542.00	Golden Airwall Inc	
Supplier Payment	Check	20335	2/10/2021	1,583.63	Governmentjobs.com	
Supplier Payment	Check	20336	2/10/2021	132.90	GreenPlay LLC	
Supplier Payment	Check	20337	2/10/2021	375.00	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	20338	2/10/2021	24,874.08	JLA Public Involvement	
Supplier Payment	Check	20339	2/10/2021	153.75	Kathleen Miller	
Supplier Payment	Check	20340	2/10/2021	225.00	Kronos Incorporated - Remit-To: Atlanta	
Supplier Payment	Check	20341	2/10/2021	3,367.33	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	20342	2/10/2021	1,572.40	Lakeyland Inc	
Supplier Payment	Check	20343	2/10/2021	300.00	Lydia Lunsford	
Supplier Payment	Check	20344	2/10/2021	1,539.28	MacKay Meters inc	
Supplier Payment	Check	20345	2/10/2021	1,257.71	Mallory Safety & Supply LLC	
Supplier Payment	Check	20346	2/10/2021	4,000.00	Milliman Inc	
Supplier Payment	Check	20347	2/10/2021	27,604.04	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	20348	2/10/2021	9,000.00	National Association of City Transportation Officials Inc	
Supplier Payment	Check	20349	2/10/2021	606.65	Net Transcripts Inc	
Supplier Payment	Check	20350	2/10/2021	53.63	Northwest Cascade Inc	
Supplier Payment	Check	20351	2/10/2021	105.00	Northwest Drug-Safe LLC	
Supplier Payment	Check	20352	2/10/2021	11,442.67	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	

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	20353	2/10/2021	710,237.78	Palindrome Vancouver Limited Partnership	
Supplier Payment	Check	20354	2/10/2021	1,200.00	PDH Creative	
Supplier Payment	Check	20355	2/10/2021	98,750.00	Police Executive Research Forum - Remit-To: Supplier Police Executive Research Forum	
Supplier Payment	Check	20356	2/10/2021	14,661.67	Police Records and Information Management Group	
Supplier Payment	Check	20357	2/10/2021	1,771.87	Portland Adventist Medical Center	
Supplier Payment	Check	20358	2/10/2021	33,772.16	PPC Solutions Inc	
Supplier Payment	Check	20359	2/10/2021	12,000.00	Public Safety Testing Inc	
Supplier Payment	Check	20360	2/10/2021	6,740.71	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	20361	2/10/2021	658.18	Retail Lockbox Inc	
Supplier Payment	Check	20362	2/10/2021	411.42	River City Environmental	
Supplier Payment	Check	20363	2/10/2021	27,486.44	Share Inc	
Supplier Payment	Check	20364	2/10/2021	4,023.18	Shrums Pest Control	
Supplier Payment	Check	20365	2/10/2021	2,366.65	SME Solutions LLC	
Supplier Payment	Check	20366	2/10/2021	1,828.71	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	20367	2/10/2021	9,668.35	SP Plus Corporation	
Supplier Payment	Check	20368	2/10/2021	85,714.87	State of Washington Department of Employment Security - Remit-To: State of Washington Department of Employment Security / Seattle	
Supplier Payment	Check	20369	2/10/2021	785.32	State of Washington Department of Enterprise Services	
Supplier Payment	Check	20370	2/10/2021	128.03	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Check	20371	2/10/2021	3,639.33	State of Washington Department of Transportation	
Supplier Payment	Check	20372	2/10/2021	3,378.75	State of Washington State Patrol	
Supplier Payment	Check	20373	2/10/2021	118.21	Stericycle Inc	
Supplier Payment	Check	20374	2/10/2021	1,215.24	Summit Law Group	
Supplier Payment	Check	20375	2/10/2021	4,838.00	Targetsolutions Learning LLC	
Supplier Payment	Check	20376	2/10/2021	555.55	Triple J Enterprises	
Supplier Payment	Check	20377	2/10/2021	15.45	United Parcel Service	
Supplier Payment	Check	20378	2/10/2021	229.00	Vast Data Concepts	
Supplier Payment	Check	20379	2/10/2021	2,191.52	Walter E Nelson Company	
Supplier Payment	Check	20380	2/10/2021	13,483.00	Washington State Criminal Justice Training Commission - Remit-To: Criminal Justice Training Commission - Olympia	
Supplier Payment	Check	20381	2/10/2021	37.13	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	20382	2/10/2021	4,406.64	Wire Works LLC	
Supplier Payment	Check	20383	2/10/2021	52.61	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	20384	2/10/2021	2,316.92	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Supplier Payment	Check	20385	2/10/2021	10,399.13	Vancouver Police Officer Guild	
			SUBTOTAL	10,601,364.44		
Hansen			2/8/2021	1,928.21	City Payments	Posted 02-01-21 to 02-07-21
Hansen			2/16/2021	12,179.84	City Payments	Posted 02-08-21 to 02-14-21
			SUBTOTAL	14,108.05		

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Visa			2/8/2021	174.00	Miscellaneous	Parks Class Refunds - FCC 02-01-21 to 02-07-21
Visa			2/8/2021	121.57	Miscellaneous	Parks Class Refunds - MCC 02-01-21 to 02-07-21
Visa			2/8/2021	0.00	Miscellaneous	Parks Class Refunds - Special Events 02-01-21 to 02-07-21
Visa			2/8/2021	0.00	Miscellaneous	Parks Class Refunds - WREC 02-01-21 to 02-07-21
Visa			2/16/2021	1,966.70	Miscellaneous	Parks Class Refunds - FCC 02-08-21 to 02-14-21
Visa			2/16/2021	0.00	Miscellaneous	Parks Class Refunds - MCC 02-08-21 to 02-14-21
Visa			2/16/2021	0.00	Miscellaneous	Parks Class Refunds - Special Events 02-08-21 to 02-14-21
Visa			2/16/2021	0.00	Miscellaneous	Parks Class Refunds - WREC 02-08-21 to 02-14-21
			SUBTOTAL	2,262.27		
			TOTAL	10,617,734.76		

City of Vancouver
Payroll Council Report
February 2, 2021 - February 15, 2021

Check No.	Date	Explanation	Amount
2896 - 2906	02/10/21	3 2021 Payroll	\$ 6,738.63
88154 - 89838	02/10/21	3 Direct Deposits	\$ 2,920,745.54
2907	02/10/21	3 2021 Supp PR	\$ 221.87
89843 - 89903	02/10/21	3 2021 Supp DD	\$ 38,821.15
N/A	02/10/21	NACHA Return	\$ (4,463.07)
89963	02/10/21	Replacement Direct Deposit for NACHA return	\$ 4,463.07

\$ 2,966,527.19



Staff Report 027-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/22/2021

SUBJECT Amendments to VMC 13.04 - Cemetery Regulations

Key Points

- The City of Vancouver has owned and operated two cemeteries (Old City Cemetery and Park Hill Cemetery) for over 100 years. A land donation in 2003 provided the City with the opportunity to own and operate a third cemetery, Fisher Cemetery, which was founded in 1852 and is the oldest established cemetery in Clark County. The current code does not account for Fisher Cemetery.
- On November 9, 2018, the Clark County Superior Court under Case No. 18-2-05402-1, decreed that a 10-acre portion of the Park Hill Cemetery was no longer subject to a dedication for cemetery purposes. The legal description in the City's code must be amended to account for the Court's order.
- In 1993 the City Council attempted to delegate to City staff the ability to change cemetery pricing administratively. However, that intent has never been implemented due to the continued existence of a municipal code section that legislatively sets pricing along with multiple references throughout the Code requiring pricing to be set by ordinance. As a result, a repeal of that section is necessary to realize the Council's intent.
- Revisions to the City's cemetery code are necessary to bring the City's cemetery operations more in line with current industry practices.

Strategic Plan Alignment

Goal 6 - Objective 6.1.2: Increase capacity and effectiveness of code compliance services to help address neighborhood livability.

Goal 10: Use our influence to support community partners, actions, projects and initiatives that improve our community's livability and prosperity.

Present Situation

For more than 100 years, the City of Vancouver has operated two cemeteries: Old City Cemetery

and Park Hill Cemetery. Seventeen years ago, the City received a land donation that provided the City with the opportunity to own and operate the oldest established cemetery in Clark County, Fisher Cemetery. However, the City never updated its cemetery code to account for the third cemetery. Coupled with a recent judicial decision authorizing the City to remove a cemetery dedication of a 10-acre parcel from Park Hill Cemetery, the present time afforded staff with a ripe opportunity to examine necessary changes to the City's Cemetery Code.

During this research, staff discovered two conflicting sections in chapter 13.04 VMC. VMC 13.04.092 delegated to staff the ability and responsibility to revise cemetery pricing, but VMC 13.04.090, which legislatively established a fixed price schedule, remained in the City's municipal code. Research revealed that the City Council likely intended to permanently allow staff to administratively amend pricing, but failed to include the necessary language in a 1993 ordinance to repeal the legislatively set schedule. This research further revealed that numerous other sections in the Code are now outdated, no longer applicable, or simply incorrect.

Below is a summary of the proposed changes, intended to bring the City's code up to current industry practices as well as resolve potential conflicts:

1. Enacts a definitions section to ensure consistency throughout the code, and recognizes a "lead cemetery official" to be responsible for the maintenance and operation of the cemeteries.
2. Places cemetery operation under the umbrella of the Department of Public Works.
3. Redefines the right purchased to be a right of interment instead of a deed.
4. Permanently delegates to staff the ability to amend prices to further Council's original intent of charging rates between 90% and 100% of similarly charged services.
5. Establishes regulations for disinterment (when human remains may be removed), as this was previously unregulated.
6. Modernizes the city's regulations for liners, graves, and memorial.
7. Consolidates duplicitous sections of the code for simplicity.
8. Eliminates provision for cremation services, which the City no longer offers.

Staff has prepared a matrix that accompanies this report detailing each section in chapter 13.04 VMC that is added, amended, or repealed, along with commentary as to the reason for the proposed action.

Advantage(s)

1. The amendments will permanently allow staff the ability to adjust graves sales and services pricing to align with other local cemetery rates.
2. The amendments will serve to recognize the acquisition of Fisher Cemetery and provide an accurate legal description of Park Hill Cemetery to account for the removal of 10-acres that had been previously dedicated for cemetery purposes.
3. The amendments add two new upright memorial sections at Park Hill Cemetery.
4. The amendments will eliminate services no longer performed by City staff, such as cremation.
5. The revised code will modernize the City's code to conform to current industry norms.

Disadvantage(s)

None

Budget Impact

This action will result in additional revenues over time through increased pricing that has not been adjusted in 27 years.

Prior Council Review

- Staff discussed the proposed revisions with Council at its February 1, 2021, Workshop.
- Ordinance was approved on first reading by Council at its February 8, 2021, meeting.

Action Requested

On Monday, February 22, 2021, subject to second reading and public hearing, approve the ordinance.

Bill Bjerke, Operations Superintendent, 360-487-8245; Dan Lloyd, Assistant City Attorney, 360-487-8500

ATTACHMENTS:

- ▢ Ordinance - Amendments to VMC Title 13.04
- ▢ VMC Title 13.04 Amendments Matrix

02/08/21
02/22/21

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE relating to city cemeteries; adding VMC 13.04.005 and 13.04.095; amending VMC 13.04.010, 13.04.020, 13.04.030, 13.04.080, 13.04.085, 13.04.092, 13.04.110, 13.04.120, 13.04.200, 13.04.210, 13.04.230, 13.04.260, 13.04.272, 13.04.330, 13.04.350, 13.04.360, 13.04.370, 13.04.380, 13.04.430, 13.04.440, 13.04.460, 13.04.470, 13.04.480, 13.04.530, 13.04.620; repealing VMC 13.04.070, 13.04.090, 13.04.093, 13.04.140, 13.04.250, 13.04.271, 13.04.280, 13.04.290, 13.04.450, 13.04.490, 13.04.500, 13.04.510, 13.04.560, 13.04.570, 13.04.600; and providing for ratification, severability, and an effective date.

WHEREAS, the City of Vancouver is a first class charter city authorized by chapter 68.52 RCW to acquire, hold, and/or improve land for cemetery purposes, and

WHEREAS, the City of Vancouver has owned and operated two cemeteries (Old City Cemetery and Park Hill Cemetery) for over 100 years, and a 2003 land donation provided the City with the opportunity to own and operate a third cemetery, which is named Fisher Cemetery;

WHEREAS, on November 9, 2018, the Clark County Superior Court under Cause No. 18-2-05402-1, decreed that a portion of the Park Hill Cemetery was no longer subject to a dedication for cemetery purposes;

ORDINANCE - 1

WHEREAS, a repeal of the legislatively set cemetery pricing is necessary to effect the City Council's intent as passed in Ordinance M-3058 to delegate to city staff the ability to change cemetery pricing administratively; and

WHEREAS, as reflected in SR 027-21, and its accompanying amendment matrix, Staff recommends that certain revisions to the City's cemetery code are necessary to bring the City's cemetery operations more in line with current industry practices, and the City Council adopts those recommendations;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. A new section is enacted and added to chapter 13.04 VMC, to be codified at VMC 13.04.005, and shall read as follows:

13.04.005 Definitions

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

"Burial" means the placement of human remains, including human created remains, in a grave.

"Cemeteries" shall mean the city cemeteries described in VMC 13.04.010.

"City" shall mean City of Vancouver, Washington.

"Lead cemetery official" means a City of Vancouver Public Works employee who oversees the maintenance of city owned cemeteries, related sales, and other duties as defined in this chapter.

"Columbarium" a structure, room, or other space in a building or structure containing niches for permanent placement of cremated human remains in a place used, or intended to be used, and dedicated, for cemetery purposes.

"Cremated human remains" means the end products of cremation.

"Cremation" means the reduction of human remains to bone fragments in a crematory by means of incineration.

ORDINANCE - 2

“Disinterment” means exhumation of buried human remains or cremated human remains from a grave or removal of cremated human remains from a columbarium.

“Flat memorial” means any grave memorial that is flush with ground level.

“Grave” means a space of ground in a cemetery, used or intended to be used, for burial.

“Human remains” means the body of a deceased person, including remains following the process of cremation. This also includes the body in any stage of decomposition.

“Interment” or “inter” means the placement of human remains in a city cemetery, a term that includes inurnment, burial, and scattering.

“Inurnment” or “inurn” means to place cremated human remains in a niche.

“Liner” means a secondary container for human remains and cremated human remains that are interred by burial.

“Lot” means space in a cemetery, used or intended to be used for a group of graves.

“Memorial”, as the term relates to graves, means any flat or upright marker intended to permanently mark a grave, and as the term relates to niches, means a covering intended to permanently mark a niche.

“Niche” means a space in a columbarium for placement of cremated human remains.

“Right of interment” or “interment right” means the right to inter human remains in a particular place in a city cemetery. The term “right of interment” also means any deed or right of title issued under this Title prior to the enactment of this ordinance.

“Scatter” means the removal of cremated human remains from their container for the purpose of scattering the cremated human remains in any lawful manner as provided in this chapter.

“Upright memorial” means any memorial for a grave that is not flush with ground level.

“Urn” means the container that holds cremated human remains.

Section 2. VMC 13.04.010, adopted by Section 1 of Ordinance M-1649, is amended as follows:

13.04.010 Description of cemeteries.

The following described ~~two~~ three parcels of real property in Vancouver, Clark County, Washington, are the ~~two~~ three city cemeteries which shall be maintained and operated by the city in the manner set forth in this chapter:

A.a. Old City Cemetery bounded by Mill Plain, Grand, East 13th Street, and “Z” Streets:

Beginning at the southeast corner of the said John Maney preemption Land Claim, which southeast corner is a point two (2) chains fifty-four links, north of the quarter section post between Sections No. 25 and 26 in Township Two North Range One East of the Willamette Meridian, thence north ten (10) chains, thence west ten (10) chains, thence south ten (10) chains, thence east ten (10) chains to the place of beginning.

Containing ten (10) acres of land. Recorded in Book F of Deeds, pages 221 and 222;

B.b. ~~Parkhill~~ Park Hill Cemetery, bounded by Mill Plain, Devine, MacArthur and certain private property:

The following described property, located in Clark County, Washington, described as set out in this section, shall be used as a cemetery and is dedicated to that purpose and is named Park Hill Cemetery:

~~All that portion of Lot 8 in Section 30, Township 2 North, Range 2 East of the Willamette Meridian, described as follows: beginning at the center of said Section 30, running thence west 14.22 chains, to the east line of the J.W. Nye Donation Land Claim; thence north 3.20 chains; thence southeasterly along the county road from Vancouver to Mill Plain, 15.44 chains to the place of beginning, containing 2.77 acres, more or less;~~

~~Also all of Lots 2 and 6 and all that part of Lot 3 lying south of the county road running from Vancouver to Mill Plain, in said county and state, excepting the Remlinger and Fritsch eight-acre tract which is more particularly described as follows: beginning at a point in the county road from Vancouver to Mill Plain, said point being 20 chains east and 4.55 chains south from the northeast corner of the southwest quarter of Section 30, township and range as above described; thence south 10.78 chains; thence west 6.93 chains; thence north 12.32 chains; thence south 77 degrees 30 minutes east along the center of the county road~~

~~7.10 chains to the place of beginning, all being in Section 30, Township 2 North of Range 2 East of the Willamette Meridian, containing in all 54.46 acres more or less.~~

All that parcel described in Deed Book 108, Page 261, T.H. Adams and Eva A. Adams to City of Vancouver, records of Clark County, Washington, in the Northwest 1/4, Southwest 1/4 and the Southeast 1/4 of Section 30, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington, more particularly described as follows:

All that portion of Government Lot Eight (8) in Section Thirty (30) Township Two (2) North, Range Two (2) East from the Willamette Meridian described as follows:

Beginning at the center of said Section Thirty (30) running thence West Fourteen and 22/100 (14.22) chains to the East line of the J.W. Nye Donation Land Claim; thence North Three and 20/100 (3.20) chains; thence Southeasterly along the county road from Vancouver to Mill Plain, Fifteen and 44/100 (15.44) chains to the Place of Beginning.

Contains Two and 77/100 (2.77) acres more or less.

Also all of Government Lots Two (2) and Six (6) and all that part of Lot Three (3) lying South of the county road running from Vancouver to Mill Plain, in said County and State.

Excepting the Remlinger and Fritsch Eight (8) acre tract which is more particularly described as follows:

Beginning at a point in the county road from Vancouver to Mill Plain, said point being Twenty (20) chains East and Four and 55/100 (4.55) chains South from the Northeast corner of the Southwest Quarter of Section Thirty (30) Township and Range as above described; thence South Ten and 78/100 (10.78) chains; thence West Six and 93/100 (6.93) chains; thence North Twelve and 32/100 (12.32) chains; thence South 77 degrees and thirty minutes East along the center of the county road Seven and 10/100 (7.10) chains to the place of beginning, all being in Section Thirty (30) Township Two (2) North of Range Two (2) East of the Willamette Meridian.

Containing in all 54.46 acres more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and also all their estate, right, title or interest in and to the same.

Also excepting a portion of Government Lots 6 and 8 more particularly described as follows:

Commencing at a capped steel rod at the north end of a curve defining the transition of the North line of East McArthur Boulevard to the East line of Devine Road as shown in Record of Survey Book 45, Page 4, records of Clark County, WA; thence northerly along the East line of Devine Road 502.57 feet to another capped steel rod marking the northwest corner of adjusted Tax Lot 9 as shown in said survey; thence North 1° 29' 03" East along said East line 72.00 feet to the True Point of Beginning; thence leaving said East line South 84° 25' 36" East 91.21 feet to an angle point; thence North 87° 48' 03" East 133.28 feet to an angle point; thence North 56° 29' 43" East 131.78 feet to an angle point; thence North 25° 57' 28" East 420.19 feet to an angle point; thence North 1° 14' 44" East 320.68 feet to an angle point; thence North 77° 02' 57" West 70.33 feet to an angle point; thence North 19° 53' 59" East 191.96 feet to the South line of Mill Plain Boulevard; thence westerly 504.16 feet, more or less, along the South line of Mill Plain Boulevard to the East line of Devine Road; thence southerly 1060.36 feet, more or less, along said East line of Devine Road to the True Point of Beginning.

This exception containing approximately 10.57 acres.

Subject to easements and restrictions of record.

C. Fisher Cemetery bounded by SE Evergreen Highway, Burlington Northern Santa Fe Railroad and certain private property

The following described property, located in Clark County, Washington, described as set out in this section, shall be used as a cemetery and is dedicated to that purpose and is named Fisher Cemetery:

PARCEL I

The Donation Land Claim of Willam M. Simmons and Eliza Ann Simmons as described as follows:

BEGINNING at a point 20 feet due North of the most Easterly corner of the present cemetery which was conveyed by William K. Simmons and wife to Mill Plain Grange No. 24 of the Patrons of Husbandry, by deed recorded at page 502, Book N of Deeds of said Clark County; and running thence South 20 feet to said Easterly corner; thence South 34°15' West along the Southeasterly boundary of said cemetery, 2 chains, 68 links to its most Southerly corner; thence South 163 feet to the North line of the railroad right of way heretofore conveyed by the grantors herein to the Seattle and Portland Railway Company, commonly called the North Bank Road; thence South 76°25' East along the said North line of said right of way, 297 feet; thence North 310 and 7/10 feet to the center line of the County Road running from Vancouver to Camas; thence North 65° West

following the center line of said County Road, 207 and 1/2 feet to the Point of Beginning.

PARCEL II

BEGINNING at a point supposed to be the South East corner of Solomon Fisher's Land Claim, from which point a white Oak 40 inches In diameter bears North 57° West 1 chain and 2 links distant running from this point North 33° West 6 chains; thence North 15° East 11 chains and 50 links; thence South 60° East, 3 chains and 54 links to the Northwest corner of the said burying ground where a post is set from which post a fir tree 30 Inches in diameter bears North 22°45' East 58 links distant; thence South 34°45' West 2 chains and 68 links to a post which is the Southwest corner of the said burying ground from which post a fir tree 24 inches in diameter bears South 73° East, 53 links distant, also a Dogwood 4 inches in diameter bears North 11° East 9 links distant; thence South 55°45' East, 3 chains and 52 links to a post which is the Southeast corner of the said burying ground from which post a Fir tree 12inches In diameter bears South 66° East 1 chain and 33 links distant; thence North 34°15' East 2 chains and 68 links to a post which is the Northeast corner of the said burying ground from which post a Willow tree 8 inches in diameter bears South 20°30' East 53 links distant, also a Fir tree 40 inches in diameter bears North 24°45' West 1 chain and 64 links distant: thence North 55°45' West 3 chains and 52 links to the Place of Beginning.

Section 3. VMC 13.04.020, adopted by Section 2 of Ordinance M-1649, is amended as follows:

13.04.020 Operation and administration.

The city cemeteries shall be operated and maintained by the city department of ~~parks, recreation and memorials~~ public works. The director of ~~parks, recreation and memorials~~ public works, subject to regulation by the city manager, shall appoint a ~~suitable person~~ lead cemetery official to be responsible for administration of this chapter and for the operation and maintenance of the cemeteries. He or she shall be designated for the purposes of this chapter as the lead cemetery supervisor official ~~and shall have authority to enforce this chapter and also~~ shall have all duties which are imposed on a sexton or lead cemetery official by any existing ordinance or law. ~~The supervisor shall be deputized as a special city policeman for purposes of enforcing the ordinance codified in this chapter only.~~

Section 4. VMC 13.04.030, adopted by Section 3 of Ordinance M-1649, is amended as follows:

13.04.030 ~~Lot~~ Right of interment purchase --Contracts Fees collected.

~~A.a.~~ Any person desiring to may purchase a lot right of interment in a city cemetery from shall make application to the city clerk or to the city lead cemetery official supervisor or to any licensed funeral director whom the city clerk has authorized to receive applications. The director of Financial and Management Services is authorized to permit purchases through an online/web-based program. Applications shall be upon forms to be prepared by the city clerk. At the time of purchase, the purchaser shall pay the sum set by ordinance the price schedule adopted pursuant to VMC 13.04.092 as the purchase price of the lot right of interment and shall be issued a receipt therefore. Payments shall be forthwith remitted to the director of Financial and Management Services. All money received for rights of interment or any other fee charged under VMC 13.04.092 shall be immediately paid to the director of Financial and Management Services.

~~B.b. — The contracts may allow lots to be purchased in the cemeteries upon an installment plan; provided, that twenty five percent of the purchase price is paid at the time of making the contract, and the contract shall provide for the balance to be paid in monthly installments at an interest rate to be stated in the contract and not to exceed eight percent simple interest. Each such contract shall provide that in case the purchaser fails to make any premium payment on his or her lot within six months of due date that the contract shall be deemed forfeited and that the city shall retain payments made as liquidated damages. The city shall give the purchaser not less than twenty days' notice of impending forfeiture, and if payments due are not then made, may thereafter sell the lot to any other person. Upon full payment of such the purchase price, the clerk or his or her designee shall issue to the purchaser a deed right of interment under the corporate seal of the city conveying to him or her the sole right to use the lot grave or niche for burial or inurnment purposes, respectively, but no such deed right of interment shall be issued by the city clerk or his or her designee until he or she has received the full sum to be charged for such lot right. All deeds rights of interment delivered by the city for cemetery lots or graves shall be signed by the city clerk or his or her designee and have thereon the seal of the city. All such deeds rights of interment shall be issued subject to rules or regulations then in force or which may thereafter be made by the city for the regulation of the cemeteries. Funeral directors may purchase graves for cash and thereafter resell them to other persons at the same price for which purchased and subject to the same installment and interest rate provisions.~~

Section 5. VMC 13.04.080, adopted by Ordinance C-146, as last amended by Section 4 of Ordinance M-1649, is amended as follows:

13.04.080 Regulations for interment of ~~ashes~~ cremated human remains.

Upon payment of any regular and/or special fee identified in the fee schedule adopted pursuant to VMC 13.04.092, ~~Ashes cremated human remains of human remains~~ may be interred in city cemeteries under the following regulations:

A. Cremated human remains may be disposed of at city cemeteries by inurnng the cremated human remains in an established columbiarium, by scattering the cremated human remains in the scatter garden at Park Hill Cemetery, or by burying the cremated human remains in a grave with a liner as provided in VMC 13.04.272. No cremated human remains shall be disposed of at city cemeteries except as permitted in this section.

~~B. a. Ashes shall be enclosed in a suitable urn or other receptacle.~~ There have been established in Sections QA and EA of the ~~Parkhill~~ Park Hill Cemetery areas for the ~~interment burial of ashes cremated human remains~~ of deceased persons. ~~Ashes Cremated human remains~~ may be ~~interred buried~~ in such area for the fee established ~~by ordinance~~ administratively under VMC 13.04.092. Lots in Section Q have been laid out and numbered in accordance with a blueprint plan hereby approved and adopted. ~~Not more than two urns or receptacles shall be interred in any one lot.~~

~~C. b. Ashes Cremated human remains~~ also may be ~~interred buried~~ in other sections of the ~~Parkhill~~ Park Hill Cemetery, Fisher Cemetery, or in Old City Cemetery upon payment of regular burial fees; ~~provided that no more than four urns or receptacles may be interred in any one lot,~~ subject to the provisions of VMC 13.04.330.

~~D. e. The provisions of other sections of the code shall be applicable to areas established for interment of ashes cremated human remains~~ insofar as such provisions are not inconsistent with the provisions of this section.

Section 6. VMC 13.04.085, adopted by Section 2 of Ordinance M-1548, is amended as follows:

13.04.085 Burials after ~~noon~~ 3:00PM on Saturdays--Restriction--Additional fee.

Funerals and/or burials shall not be scheduled to begin at city cemeteries after ~~noon~~ 3:00PM on Saturdays. If any funeral or burial which was scheduled to begin before ~~noon~~ 3:00PM is delayed and the funeral party does not arrive at the cemetery until ~~noon~~ 3:00PM or later, ~~an additional fees of sixty dollars~~ shall be charged as shown on the price schedule adopted pursuant to VMC 13.04.092.

Section 7. VMC 13.04.092, adopted by Section 4 of Ordinance M-3058, is amended as follows:

13.04.092 Price schedule – Amendment by city staff when.

It is determined by city council that cemetery price setting is administrative and should be accomplished by city staff pursuant to the standards provided herein. Rates for graves and for cemetery services shall be changed by staff not more than once in any twelve-month period after staff shall have ascertained that such changed rates are between ninety percent and one hundred percent of the rates charged for similar lots, graves, niches, and similar services in other cemeteries in Clark County. An up-to-date copy of such price schedule shall be kept at the cemetery offices and also on file in the office of the city clerk. Such price list shall be so amended only after a notice has been advertised at least once in the city's official newspaper, which notice shall be published at least twenty days before the effective date of the new prices.

Section 8. A new section is enacted and added to chapter 13.04 VMC, to be codified at VMC 13.04.095, and shall read as follows:

13.04.095 Disinterment – Conditions

A. Human remains may be disinterred from any city cemetery only under the following conditions:

1. Disinterment is permitted by and conducted in accordance with state law;
2. All applicable permits are obtained; and
3. All fees established under VMC 13.04.092 and all expenses for disinterment are fully paid in advance.

B. If the right of interment to the grave from which the human remains are disinterred is to be transferred back the city, all liners in the grave must be removed at the expense of the person arranging for disinterment.

Section 9. VMC 13.04.110, adopted by Section 3 of Ordinance M-74, as amended by Section 3 of Ordinance M-1059, is amended as follows:

13.04.110 Cemetery improvement fund -- Percentage of sale price deposited in.

Twenty-five percent of the sale of each and every ~~lot and grave~~ right of interment in ~~Park Hill city Cemeteries~~ shall be placed in a separate fund to be known as a cemetery improvement fund and the same shall be invested in accordance with the laws of the state of Washington and the Charter and ordinances of the city. The balance of the sale price and other charges made in connection with the cemetery shall be used for operational expenses.

Section 10. VMC 13.04.120, adopted by Section 3 of Ordinance 884, as amended by Ordinance M-250, is amended as follows:

13.04.120 Cemetery improvement fund – Use

The cemetery improvement fund is a special revenue fund for the City to make capital improvements in and/or maintain city cemeteries. ~~and shall remain a trust fund for the use and benefit of those persons who may become purchasers and their successors or assigns of cemetery lots or graves, for the citizens of the city of Vancouver, and for the grave of Esther Short, to be held, controlled and invested by the city of Vancouver, in order that the cemetery lots sold therein, and the grave of Esther Short may be taken care of and maintained.~~

Section 11. VMC 13.04.200, adopted by Section 16 of Ordinance 884, is amended as follows:

13.04.200 Authority to make improvements.

~~The city council~~ Director of Public Works or designee may cause the grounds, or any part of them, to be cleared, improved and platted into sections, lots and ~~blocks and into~~ single graves, and may provide for installation of a system or systems to furnish water for the cemetery, and may improve the cemetery by laying out walks and drives and planting trees, shrubs or plants on the lots, graves, or any part of the cemetery.

Section 12. VMC 13.04.210, adopted by Section 17 of Ordinance 884, as amended by Section 9 of Ordinance M-1649, is amended as follows:

13.04.210 Provision for general plat.

The department of ~~parks, recreation and memorials~~ public works shall maintain a general plat for the laying out of drives and for the platting of the cemetery into sections, showing therein the number of lots and graves which shall be filed with the city clerk, provided, however, that the city may plat any part of the cemetery at a time, leaving the balance to be used for a park or other purposes consistent with the cemetery use, until needed for cemetery purposes.

Section 13. VMC 13.04.230, adopted by Section 22 of Ordinance 884, is amended as follows:

13.04.230 Record of ~~grave~~ rights of interment sales and interments.

A. ~~The city clerk shall keep a complete record of each lot or single grave~~ The city clerk shall keep an official record in either a book or web based program prepared for the purpose a complete record of each lot or single grave right of interment sold, showing the date of sale, name and address of the purchaser, location of the right of interment, number of section of lot sold and price paid therefore.

B. In addition to the official record described in Subsection (A), the city shall keep in either book or web based program a record of each interment, showing the names of all persons interred, the date of interment, the number and date of the right of internment sold, the name of the funeral service provider, and the charges for work performed.

Section 14. VMC 13.04.260, adopted by Section 1 of Ordinance C-145, as last amended by Section 1 of Ordinance M-2672, is amended as follows:

13.04.260 Transfer of ~~title to lot, or grave,~~ right of interment.

No transfer of ~~title of any lot, or grave,~~ right of interment in the city cemetery ~~ies or Park Hill Cemetery~~ from one person to another shall be made until payment of the fee therefore set pursuant to ~~by Section VMC 13.04.090~~ Section VMC 13.04.092 has been made to the city clerk or designee. Upon payment of such fee and presentation of the ~~deed to the lot, grave, right of interment,~~ the city clerk or designee shall endorse such transfer thereon and make record thereof; and no transfer shall be valid until such endorsement shall have been made on the right of interment by the city clerk or designee; and no ~~burials~~ interments shall be made on ~~the any~~ any lot, ~~grave,~~ or niche by the transferee until the valid transfer of the ~~lot~~ interment right has been made. In the event the purchaser of a ~~city cemetery lot~~ right of interment desires to resell ~~the right~~ this lot, the city clerk or designee is authorized on behalf of the city to purchase it at not more than the amount for which it was originally purchased out of moneys appropriated or budgeted for such purpose.

Section 15. VMC 13.04.272, adopted by Section 2 of Ordinance M-3058, is amended as follows:

13.04.272 ~~Containers~~ Liners for caskets and urns.

All ~~caskets~~ non-cremated human remains intended to be buried in ~~either any of the city cemeteryies,~~ regardless of whether contained in a casket or similar enclosure, shall be placed in a concrete grave box (liner) at the time of burial, ~~and a~~ All ash urns ~~cremated human remains intended to be buried, whether placed in an urn or similar enclosure,~~ shall be placed in a concrete container liner at the time of burial, which shall be made from a durable material approved in advance by the lead cemetery official that provides sufficient structural support to protect the casket or urn from collapse.

Section 16. VMC 13.04.330, adopted by Section 32 of Ordinance 884, as amended by Section 12 of M-1649, is amended as follows:

13.04.330 ~~Stacking bodies~~ Double depth and multiple burials.

Double depth burials are allowed ~~No person shall bury one body on top of another except with special permission of the cemetery supervisor and only upon payment of regular fees and or any special or additional fees established by ordinance identified in the fee schedule adopted pursuant to VMC 13.04.092. The limitations on the number of human remains in any one grave, whether single depth or double depth, shall be as follows:~~

- Single depth grave: six cremated human remains; or one non-cremated human remains and up to five cremated human remains
- Double depth grave: two non-cremated human remains and up to four cremated human remains

Section 17. VMC 13.04.350, adopted by Section 34 of Ordinance 884, is amended as follows:

13.04.350 Lot and grave enclosures.

No person shall place improvements or cornerstones indicating the boundaries of lots or graves except on the lot or grave itself, nor shall anyone place fences of wood or iron, or walls, coping or curbs of brick, stone or marble on any lot or grave as an enclosure thereof.

Section 18. VMC 13.04.360, adopted by Section 34 of Ordinance 884, is amended as follows:

13.04.360 Corner posts.

No person shall place any post of stone, concrete or marble at the corner of any lot or grave which shall be less than two and one-half feet in length, and the same shall be placed so as not to project above the surface of the ground.

Section 19. VMC 13.04.370, adopted by Section 35 of Ordinance 884, is amended as follows:

13.04.370 ~~Family lots~~ ~~Monument location~~ Memorials -- Size and number of markers.

A. No person shall place more than ~~one monument~~ three memorials on a family burial lot any grave, no more than one of which may be an upright memorial. which monument must be in the center of the lot unless deemed impractical by the sexton, in which case he shall determine the location; provided, however, that this shall not include markers, of which only one shall be allowed on each grave of a uniform size, fourteen by twenty-four inches, and not less than three inches thick, the same to be set flush with the sod. No foot stones for graves shall be allowed.

B. No memorial may exceed the dimensions of any grave for which a right of interment is purchased. No upright memorial shall exceed sixty inches in height measured from the ground to the top of the monument, unless otherwise approved by the lead cemetery official. Flat memorials shall be allowed on each grave of a uniform size, fourteen by twenty-four inches, and not less than ~~three~~ four inches thick, the same to be set flush with the sod. No foot stones for graves shall be allowed.

Section 20. VMC 13.04.380, adopted by Section 2 of Ordinance 939, as amended by Section 13 of M-1649, is amended as follows:

13.04.380 ~~Monuments~~ Memorials – Materials, sizes, and location.

A. No person shall place within the cemeteries any ~~monuments~~ flat memorial made of any material other than marble, ~~or slate-stone~~ granite or bronze, provided that any flat memorial measuring less than twelve inches by twenty-four inches shall have a concrete border. Concrete borders for flat memorials shall be of sufficient size and depth to hold the memorial firmly in place and flush with the ground. All ~~monuments~~ shall be properly supported with a concrete casing. All ~~monuments~~ flat memorials must be flush with the surface of the ground. ~~Monuments other than ones described above shall only be used with the written permission of the cemetery supervisor.~~

B. Upright memorials are not permitted in Park Hill Cemetery except for Sections “A”, “B”, “C”, “J”, “O”, and “R”. Upright memorials, constructed pursuant to this section, may be erected in the foregoing designated sections of Park Hill Cemetery. Upright memorials may be allowed in other city cemeteries in the discretion of the lead cemetery official. Erection of an upright memorial on a grave shall not preclude the placing of a flat memorial on the same grave, subject to the other provisions in this chapter. Including and subject to the following provisions, the composition, dimensions, and styles of all foundations and bases for upright memorials shall require written approval in advance by the lead cemetery official.

1. *Foundations.* All foundations for upright memorials shall be comprised of either granite or concrete. Foundations shall be a minimum of four inches thick for granite and a minimum of six inches thick for concrete.

2. *Bases.* Upright memorial bases shall be a minimum of six inches high, and the sides shall be a rough, rock-faced texture.

3. *Monument.* The monument or die (primary portion) of an upright memorial shall be granite or marble.

D. A bronze plaque may be used on any memorial, whether flat or upright.

E. The lead cemetery official is authorized to promulgate rules governing niche memorials.

Section 21. VMC 13.04.430, adopted by Section 41 of Ordinance 884, is amended as follows:

13.04.430 ~~Monuments placed on deeded lots only~~ Right of interment required to place memorials.

No person shall place a ~~monuments~~ memorial on any lot, ~~grave~~, or niche until ~~the lot is fully paid for and a deed~~ right of interment to the same is obtained and all applicable fees are paid.

Section 22. VMC 13.04.440, adopted by Section 7 of Ordinance M-1649, is amended as follows:

13.04.440 Picking flowers prohibited.

No person, whether or not a lot owner or a holder of a deed to a grave, shall pick any flower or break any limb of any tree or shrub in any cemetery or remove any tree or plant from any cemetery unless ~~he has received~~ written permission has been granted from by the lead cemetery supervisor official. All flowers and easels placed at any burial site at the time of a funeral or on Memorial Day shall be removed no later than five days after the funeral or Memorial Day, respectively, either by the family or their representative. After the expiration of said five day period, any and all flowers and easels placed at any burial site at the time of a funeral may be removed, or by cemetery the lead cemetery official or those employees working under his or her direction. , and all flowers placed on graves on Memorial Day shall be removed within five days after Memorial Day either by the persons placing them there or by the city employees. Artificial flowers and plants shall not be placed on graves during the mowing season, which is established as the days between ~~April~~ March 1st and October 31st of each year, except for a period of one week designated for Memorial Day observance by the ~~cemetery supervisor~~ lead cemetery official. Glass receptacles are not allowed. Absent written permission granted by the lead cemetery official. ~~Only the lead cemetery supervisor official or those employees working under his or her direction may plant any plants, build any structures or dig graves in the cemeteries, except with special permission of the supervisor., and n~~ No one shall place any articles upon graves except as permitted in this chapter.

Section 23. VMC 13.04.460, adopted by Section 16 of Ordinance M-1649, is amended as follows:

13.04.460 ~~Monuments~~ Memorials --Removal prohibited--Exception

After any ~~memorial~~, ~~monuments~~, ~~headstone~~, ~~cornerstone~~, ~~marker~~ or ~~other property~~ has been placed on any lot or grave sold in any city cemetery, it is unlawful to remove the same except with written ~~permission~~ authority from the ~~lead~~ cemetery ~~supervisor~~ official. It shall be ~~a violation of this chapter~~ unlawful for anyone willfully to damage any such property or any city property in the cemeteries. A violation of this section shall be a misdemeanor punishable in accordance with VMC 7.00.010.

Section 24. VMC 13.04.470, adopted by Section 5 of Ordinance M-1649, is amended as follows:

13.04.470 Driving vehicles into cemetery.

No person shall ride or drive any private vehicle in any city cemetery except on the drives thereof, nor at a speed in excess of ten miles per hour, which is established as the maximum vehicle speed on cemetery drives. No vehicle shall be operated on city cemetery drives which is in violation of any equipment regulations found in the city traffic code or other ordinance, and no vehicle in excess of ten thousand pounds gross weight shall be permitted on city cemetery grounds except with the permission of the ~~city~~ lead cemetery ~~supervisor~~ official, and then subject to his or her regulations and directions.

Section 25. VMC 13.04.480, adopted by Section 6 of Ordinance M-1649, is amended as follows:

13.04.480 Cemetery hours.

It is unlawful for anyone to enter or be in any city cemetery after dusk or before six a.m. of any day, except when the cemetery is open between such hours by order of the ~~lead~~ cemetery ~~supervisor~~ official for a special occasion or service; provided, this section shall not apply to employees of the city who enter the cemetery in the course of their employment.

Section 26. VMC 13.04.530, adopted by Section 54 of Ordinance 884, as amended by Section 15 of Ordinance M-1649, is amended as follows:

13.04.530 Powers and duties of lead cemetery supervisor official.

The lead cemetery supervisor official shall have charge of cemetery grounds and is authorized to enforce the rules to maintain order; to ~~supervise~~ oversee ~~workmen~~ maintenance staff, corrections crews, volunteers and visitors and driveways; to expel from the grounds any persons who violate this code or any rules promulgated hereunder; and to refuse admission of any persons or materials when ~~he may deem~~ such action may be necessary under this chapter. ~~He shall be appointed a special policeman to enforce this chapter only, but shall not receive any extra compensation therefore.~~

Section 27. VMC 13.04.620, adopted by Section 20 of Ordinance M-1649, is amended as follows:

13.04.620 Violation--Penalty.

Except as provided in Section 13.04.460 of this chapter, a violation of this chapter shall be considered a class 1 civil infraction under RCW 7.80.120 with a fine not exceeding \$250.00. Nothing in this section affects the adoption of any RCW section adopted by reference in VMC 7.02.010. Nothing in this section limits or affects any right of restitution, including but not limited to that of the city. Anyone convicted of violating any section of the ordinance codified in this chapter shall be fined not to exceed five hundred dollars.

Section 28. The following sections of chapter 13.04 VMC are hereby repealed:

VMC 13.04.070 (Maximum size of monuments), adopted by Section 5 of Ordinance 1423;

VMC 13.04.090 (Schedule of grave prices), adopted by Section 1 of Ordinance M-74, as last amended by Section 1 of Ordinance M-3057;

VMC 13.04.093 (Cemetery map--Price per grave dependent upon zone), adopted by Section 5 of Ordinance M-3058;

VMC 13.04.140 (Cemetery improvement fund – Auditing), adopted by Section 5 of Ordinance 884, as last amended by Section 8 of Ordinance M-1649;

VMC 13.04.250 (Money transferred to director of Financial and Management Services), adopted by Section 24 of Ordinance 884;

VMC 13.04.271 (Retort maintenance reserve), adopted by Section 1 of Ordinance M-3058;

VMC 13.04.280 (Record of interments kept by clerk) , adopted by Section 27 of Ordinance 884;

VMC 13.04.290 (Record of interments kept by sexton), adopted by Section 28 of Ordinance 884;

VMC 13.04.450 (Monuments -- Removal permitted when), adopted by Section 43 of Ordinance 884, as amended by Section 14 of Ordinance M-1649;

VMC 13.04.490 (Vertical stones prohibited), adopted by Section 50 of Ordinance 884;

VMC 13.04.500 (Marker foundations), adopted by Section 6 of Ordinance M-1649;

VMC 13.04.510 (Park Hill Cemetery cremation), adopted by Section 1 of Ordinance M-2393;

VMC 13.04.560 (Monument section of Park Hill Cemetery designated), adopted by Section 1 of Ordinance C-296;

VMC 13.04.570 (Foundations and bases of monuments), adopted by Section 2 of Ordinance C-296;

VMC 13.04.600 (Establishing or extending cemetery or crematory prohibited), adopted by Section 1 of Ordinance M-106.

Section 29. Ratification. The reorganization of the City's cemetery program and past operations and actions conducted consistent with this ordinance are hereby ratified and confirmed.

Section 30. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 31. Effective date. This ordinance shall become effective thirty (30) days following the date of final adoption.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2021.

Anne McEnery-Ogle, Mayor

ORDINANCE - 21

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to city cemeteries; adding VMC 13.04.005 and 13.04.095; amending VMC 13.04.010, 13.04.020, 13.04.030, 13.04.080, 13.04.085, 13.04.092, 13.04.110, 13.04.120, 13.04.200, 13.04.210, 13.04.230, 13.04.260, 13.04.272, 13.04.330, 13.04.350, 13.04.360, 13.04.370, 13.04.380, 13.04.430, 13.04.440, 13.04.460, 13.04.470, 13.04.480, 13.04.530, 13.04.620; repealing VMC 13.04.070, 13.04.090, 13.04.093, 13.04.140, 13.04.250, 13.04.271, 13.04.280, 13.04.290, 13.04.450, 13.04.490, 13.04.500, 13.04.510, 13.04.560, 13.04.570, 13.04.600; and providing for ratification, 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).

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
1.	13.04.005	N/A (New Section)	Provides definitions for “burial,” “cemeteries,” “city,” “lead cemetery official,” “columbarium,” “cremated human remains,” “cremation,” “disinterment,” “flat memorial,” “grave,” “human remains,” “interment,” “inter,” “liner,” “lot,” “memorial,” “niche,” “right of interment,” “scatter,” “upright memorial,” “urn”	Nomenclature for cemetery operations is unique. To ensure consistent application, a definitions section is recommended.
2.	13.04.010	Legal description for Old City Cemetery and old legal description for Park Hill Cemetery	Revises legal description for Park Hill Cemetery; provides legal description for Fisher Cemetery	The City obtained an order from the Superior Court modifying the boundaries of Park Hill to allow for Tower Mall development, which is why the legal description needed amendment. Current code does not account for Fisher Cemetery. This amendment remedies both issues.
3.	13.04.020	The city cemeteries shall be operated and maintained by the city department of parks, recreation and memorials. The director of parks, recreation and memorials subject to regulation by the city manager, shall appoint a suitable person to be responsible for administration of this chapter and for the operation and maintenance of the cemeteries. He or she shall be designated for the purposes of this chapter as the cemetery supervisor and shall have authority to enforce this chapter and also shall have all duties which are imposed on a sexton by any existing ordinance. The supervisor shall be deputized as a special city policeman for purposes of enforcing the ordinance codified in this chapter only.	The city cemeteries shall be operated and maintained by the city department of public works. The director of public works, subject to regulation by the city manager, shall appoint a lead cemetery official to be responsible for administration of this chapter and for the operation and maintenance of the cemeteries. He or she shall be designated for the purposes of this chapter as the lead cemetery official and shall have all duties which are imposed on a sexton or lead cemetery official by any existing ordinance or law.	Formally transfers operation of cemeteries from Parks to Public Works. Establishes “lead cemetery official” to oversee cemeteries.

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
4.	13.04.030	a. Any person desiring to a lot in a city cemetery shall make application to the city clerk or to the city supervisor or to any licensed funeral director whom the city clerk has authorized to receive applications. Applications shall be upon forms to be prepared by the city clerk. At the time of purchase, the purchaser shall pay the sum set by ordinance as the purchase price of the lot and shall be issued a receipt therefore. Payments shall be forthwith remitted to the director of Financial and Management Services. b. The contracts may allow lots to be purchased in the cemeteries upon an installment plan; provided, that twenty-five percent of the purchase price is paid at the time of making the contract, and the contract shall provide for the balance to be paid in monthly installments at an interest rate to be stated in the contract and not to exceed eight percent simple interest. Each such contract shall provide that in case the purchaser fails to make any premium payment on his or her lot within six months of due date that the contract shall be deemed forfeited and that the city shall retain payments made as liquidated damages. The city shall give the purchaser not less than twenty days' notice of impending forfeiture, and if payments due are not then made, may thereafter sell the lot to any other person. Upon full payment of purchase price, the clerk shall issue to the purchaser a deed under the corporate seal of the city conveying to him the sole right to use the lot for burial but no such deed shall be issued by the city clerk until he has received the full sum to be charged for such lot. All deeds delivered by the city for cemetery lots or graves shall be signed by the city clerk or his designate and have thereon the seal of the city. All such deeds shall be issued subject to rules or regulations then in force or which may thereafter be made by the city for the regulation of the cemeteries. Funeral directors may purchase graves for cash and thereafter resell them to other persons at the same price for which purchased and subject to the same installment and interest rate provisions.	A. Any person may purchase a right of interment in a city cemetery from the lead cemetery official. The director of Financial and Management Services is authorized to permit purchases through an online/web-based program. At the time of purchase, the purchaser shall pay the sum set by the price schedule adopted pursuant to VMC 13.04.092 as the purchase price of the right of interment and shall be issued a receipt therefor. All money received for rights of interment or any other fee charged under VMC 13.04.092 shall be immediately paid to the director of Financial and Management Services. B. Upon full payment of such the purchase price, the clerk or his or her designee shall issue to the purchaser a right of interment under the corporate seal of the city conveying to him or her the sole right to use the lot grave or niche for burial or inurnment purposes, respectively, but no such right of interment shall be issued by the city clerk or his or her designee until he or she has received the full sum to be charged for such lot right. All rights of interment delivered by the city shall be signed by the city clerk or his or her designee and have thereon the seal of the city. All such rights of interment shall be issued subject to rules or regulations then in force or which may thereafter be made by the city for the regulation of the cemeteries.	Use of the term “deed” inaccurately suggested that there was a transfer of land ownership. Consequently, staff has revised the code to convert references to “deeds” to “rights of interment,” a right that universally applies to burials in graves and inurnments at columbariums. Additionally, the prior reference to “the sum set by ordinance” in 13.04.030(a) should have been changed in 1993 to refer to the price set by staff in order to fulfill Council’s objective in transferring responsibility for price setting to staff. Additionally, to achieve consistency with other parts of the VMC, subsections will now be marked with capital letters as opposed to lowercase.

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
5.	13.04.070	No monument shall be erected on any two grave lots the dimensions of which are greater than twenty-four inches by thirty-six inches	[REPEALED]	Maximum size of upright memorials (i.e. monuments) will now be addressed in VMC 13.04.370(B)
6.	13.04.080	Ashes of human remains may be interred in city cemeteries under the following regulations: a. Ashes shall be enclosed in a suitable urn or other receptacle. There have been established in Section Q of the Parkhill Cemetery areas for the interment of ashes of deceased persons. Ashes may be interred in such area for the fee established by ordinance. Lots in Section Q have been laid out and numbered in accordance with a blueprint plan hereby approved and adopted. Not more than two urns or receptacles shall be interred in any one lot. b. Ashes also may be interred in other sections of the Parkhill Cemetery or in City Cemetery upon payment of regular burial fees; provided, that no more than four urns or receptacles may be interred in any one lot. c. The provisions of other sections of the code shall be applicable to areas established for interment of ashes insofar as such provisions are not inconsistent with the provisions of this section.	Upon payment of any regular and/or special fee identified in the fee schedule adopted pursuant to VMC 13.04.092, cremated human remains may be interred in city cemeteries under the following regulations: A. Cremated human remains may be disposed of at city cemeteries by inurnng the cremated human remains in an established columbiarium, by scattering the cremated human remains in the scatter garden at Park Hill Cemetery, or by burying the cremated human remains in a grave with a liner as provided in VMC 13.04.272. No cremated human remains shall be disposed of at city cemeteries except as permitted in this section. B. There have been established in Sections QA and EA of the Park Hill Cemetery areas for the burial of cremated human remains of deceased persons. Cremated human remains may be buried in such area for the fee established administratively under VMC 13.04.092. Lots in Section Q have been laid out and numbered in accordance with a blueprint plan hereby approved and adopted. C. Cremated human remains also may be buried in other sections of the Park Hill Cemetery, Fisher Cemetery, or in Old City Cemetery upon payment of regular burial fees, subject to the provisions of VMC 13.04.330. D. The provisions of other sections of the code shall be applicable to areas established for interment of cremated human remains insofar as such provisions are not inconsistent with the provisions of this section.	The Code as currently written provides where ashes or cremated human remains could be interred, but did not provide how. VMC 13.04.080, in conjunction with VMC 13.04.272 (Liners for caskets and urns) and VMC 13.04.330 (Multiple burials) provide standards for interring cremated human remains. Additionally, Sections QA and EA of Park Hill have been opened to permit burial of cremated human remains. Changes use of the term “ashes” to “cremated human remains.”

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
7.	13.04.090	Establishes prices by ordinance	[REPEALED]	Council passed Ordinance M-3058 in 1993 that created VMC 13.04.092, a section designed to vest staff with the responsibility to adjust cemetery pricing to 90-100% of the market. However, Council never repealed VMC 13.04.090, which has resulted in the City's cemetery pricing remaining stagnant since 1993. The repeal of VMC 13.04.090 formally vests pricing responsibility with staff pursuant to guidelines established by Council.
8.	13.04.092	It is determined by city council that cemetery price setting is administrative and should be accomplished by city staff pursuant to the standards provided herein. Rates for graves and for cemetery services shall be changed by staff not more than once in any twelve-month period after staff shall have ascertained that such changed rates are between ninety percent and one hundred percent of the rates charged for similar lots and similar services in other cemeteries in Clark County. An up-to-date copy of such price schedule shall be kept at the cemetery offices and also on file in the office of the city clerk. Such price list shall be so amended only after a notice has been advertised at least once in the city's official newspaper, which notice shall be published at least twenty days before the effective date of the new prices.	It is determined by city council that cemetery price setting is administrative and should be accomplished by city staff pursuant to the standards provided herein. Rates for graves and for cemetery services shall be changed by staff not more than once in any twelve-month period after staff shall have ascertained that such changed rates are between ninety percent and one hundred percent of the rates charged for similar lots, graves, niches, and similar services in other cemeteries in Clark County. An up-to-date copy of such price schedule shall be kept at the cemetery offices and also on file in the office of the city clerk. Such price list shall be so amended only after a notice has been advertised at least once in the city's official newspaper, which notice shall be published at least twenty days before the effective date of the new prices.	Adds the terms "graves" and "niches." The term "lot" encompasses multiple graves, and rights of interments are generally for a single "grave."
9.	13.04.093	The revised map attached to the original of the ordinance codified in this chapter shall be kept on file in the office of the city clerk. It shows that Park Hill Cemetery is divided into various zones, in which prices per grave vary according to conditions such as proximity to roads, fountains, trees and other features. Such map may be changed by resolution of city council.	[REPEALED]	Because staff will now be in charge of pricing, this section is unnecessary.

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
10.	13.04.095	N/A (New Section)	A. Human remains may be disinterred from any city cemetery only under the following conditions: 1. Disinterment is permitted by and conducted in accordance with state law; 2. All applicable permits are obtained; and 3. All fees established under VMC 13.04.092 and all expenses for disinterment are fully paid in advance. B. If the right of interment to the grave from which the human remains are disinterred is to be transferred back the city, all liners in the grave must be removed at the expense of the person arranging for disinterment.	Though rare, families of loved ones desire remains to be disinterred (removed from a grave or niche). Currently, there is no provision in the Code regulating disinterment. This new section addresses that void.
11.	13.04.110	Twenty-five percent of the sale of each and every lot and grave in Park Hill Cemetery shall be placed in a separate fund to be known as a cemetery improvement fund and the same shall be invested in accordance with the laws of the state of Washington and the Charter and ordinances of the city. The balance of the sale price and other charges made in connection with the cemetery shall be used for operational expenses.	Twenty-five percent of the sale of each and every right of interment in city cemeteries shall be placed in a separate fund to be known as a cemetery improvement fund and the same shall be invested in accordance with the laws of the state of Washington and the Charter and ordinances of the city. The balance of the sale price and other charges made in connection with the cemetery shall be used for operational expenses.	Amends “lot and grave” to read “right of interment” to achieve consistency with the other amendments in the ordinance.
12.	13.04.120	The cemetery improvement fund is and shall remain a trust fund for the use and benefit of those persons who may become purchasers and their successors or assigns of cemetery lots or graves, for the citizens of the city of Vancouver, and for the grave of Esther Short, to be held, controlled and invested by the city of Vancouver, in order that the cemetery lots sold therein, and the grave of Esther Short may be taken care of and maintained.	The cemetery improvement fund is a special revenue fund for the City to make capital improvements in and/or maintain city cemeteries.	Simplifies language

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
13.	13.04.140	Accurate books of account shall be kept of all accounts pertaining to the cemeteries, which books shall be open to the public for inspection and shall be maintained by the director of Financial and Management Services.	[REPEALED]	Currently there are two sections in the Code requiring accurate books to be kept. VMC 13.04.230 now addresses this exclusively, making VMC 13.04.140 redundant.
14.	13.04.200	The city council may cause the grounds, or any part of them, to be cleared, improved and platted into lots and blocks and into single graves, and may provide for installation of a system or systems to furnish water for the cemetery, and may improve the cemetery by laying out walks and drives and planting trees, shrubs or plants on the lots, graves, or any part of the cemetery.	The Director of Public Works or designee may cause the grounds, or any part of them, to be cleared, improved and platted into sections, lots and single graves, and may provide for installation of a system or systems to furnish water for the cemetery, and may improve the cemetery by laying out walks and drives and planting trees, shrubs or plants on the lots, graves, or any part of the cemetery.	Delegates authority for maintenance and cemetery layout to Public Works.
15.	13.04.210	The department of parks, recreation and memorials shall maintain a general plat for the laying out of drives and for the platting of the cemetery into sections, showing therein the number of lots and graves which shall be filed with the city clerk, provided, however, that the city may plat any part of the cemetery at a time, leaving the balance to be used for a park or other purposes consistent with the cemetery use, until needed for cemetery purposes.	The department of public works shall maintain a general plat for the laying out of drives and for the platting of the cemetery into sections, showing therein the number of lots and graves which shall be filed with the city clerk, provided, however, that the city may plat any part of the cemetery at a time, leaving the balance to be used for a park or other purposes consistent with the cemetery use, until needed for cemetery purposes.	Shifts maintenance responsibility to Public Works.
16.	13.04.230	The city clerk shall keep in a book prepared for the purpose a complete record of each lot or single grave sold, showing the date of sale, name and address of the purchaser, number of section of lot sold and price paid therefore.	A. The city shall keep an official record in either a book or web based program of each right of interment sold, showing the date of sale, name and address of the purchaser, location of the right of interment, and price paid therefor. B. In addition to the official record described in Subsection (A), the city shall keep in either book or web based program a record of each interment, showing the names of all persons interred, the date of interment, the number and date of the right of interment sold, the name of the funeral service provider, and the charges for work performed.	Enables ability to use web based program (more efficient than “books”); modifies incorrect use of “therefore”; merges and consolidates other sections requiring accurate records.

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
17.	13.04.250	All money received by the city clerk for cemetery lots or single graves shall be by him immediately paid to the director of Financial and Management Services.	[REPEALED]	This language is now incorporated into VMC 13.04.030(A), making VMC 13.04.250 redundant.
18.	13.04.260	No transfer of title of any lot or grave in the city cemetery or Park Hill Cemetery from one person to another shall be made until payment of the fee therefore set by Section 13.04.090 has been made to the city clerk. Upon payment of such fee and presentation of the deed to the grave, the city clerk shall endorse such transfer thereon and make record thereof; and no transfer shall be valid until such endorsement shall have been made on the deed by the city clerk; and no burials shall be made on the lot by the transferee until the valid transfer of the lot has been made. In the event the purchaser of a city cemetery lot desires to resell his lot, the city clerk is authorized on behalf of the city to purchase it at not more than the amount for which it was originally purchased out of moneys appropriated or budgeted for such purpose.	No transfer of any right of interment in the city cemeteries from one person to another shall be made until payment of the fee therefore set pursuant to VMC 13.04.092 has been made to the city clerk or designee. Upon payment of such fee and presentation of the right of interment, the city clerk or designee shall endorse such transfer thereon and make record thereof; and no transfer shall be valid until such endorsement shall have been made on the right of interment by the city clerk or designee; and no interments shall be made on any lot, grave, or niche by the transferee until the valid transfer of the interment right has been made. In the event the purchaser of a right of interment desires to resell the right, the city clerk or designee is authorized on behalf of the city to purchase it at not more than the amount for which it was originally purchased out of moneys appropriated or budgeted for such purpose.	Modifies use of “title” and “deed” to “right of interment” to be consistent with ordinance; modifies reference to VMC 13.04.090 (price schedule set by ordinance) to VMC 13.04.092 (price schedule set by staff).
19.	13.04.271	There shall be a retort maintenance reserve within the Park Hill Cemetery Fund. There shall be paid into said reserve the sum of twelve dollars fifty cents from each cremation fee received. Money in such reserve shall be used only for major maintenance and improvements needed at the cemetery's cremation furnace retort.	[REPEALED]	The retort reserve fund was established in 1993 to account for costly repairs as a result of conducting cremation services. The City ended cremation services and removed all cremation equipment years ago. There is no longer any need for this reserve fund.

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
20.	13.04.272	All caskets buried in either of the city cemeteries shall be placed in a concrete grave box (liner) at the time of burial, and all ash urns shall be placed in a concrete container at the time of burial.	All non-cremated human remains intended to be buried in any city cemetery, regardless of whether contained in a casket or similar enclosure, shall be placed in a concrete grave box (liner) at the time of burial. All cremated human remains intended to be buried, whether placed in an urn or similar enclosure, shall be placed in liner at the time of burial, which shall be made from a durable material approved in advance by the lead cemetery official that provides sufficient structural support to protect the casket or urn from collapse.	This section clarifies the requirements necessary to bury human remains in graves (whether cremated or not). Modern practices do allow for materials other than concrete, but they must be consistent with industry norms to prevent underground collapse.
21.	13.04.280	In addition to the record heretofore provided for, the city clerk shall keep a record of interment compiled from the sexton's report, showing the names of all persons buried in each lot and date of burial, the number and date of the permit, and the name of the undertaker and the charges.	[REPEALED]	This section has now been incorporated into VMC 13.04.230.
22.	13.04.290	The sexton shall keep in a book prepared for that purpose the record of all interments, showing in proper columns the name of the deceased, the lot in which the interment is made, number and date of the permit, date of burial, name of undertaker, and the charges for opening grave or other work performed by him; and he shall make a monthly report to the city council in like form to the record above provided of all interments made during the preceding month.	[REPEALED]	This section has now been incorporated into VMC 13.04.230.
23.	13.04.330	No person shall bury one body on top of another except with special permission of the cemetery supervisor and only upon payment of regular fees or any special or additional fee established by ordinance.	Double depth burials are allowed upon payment of regular fees and any special or additional fees identified in the fee schedule adopted pursuant to VMC 13.04.092. The limitations on the number of human remains in any one grave, whether single depth or double depth, shall be as follows: • Single depth grave: six cremated human remains; or one non-cremated human remains and up to five cremated human remains • Double depth grave: two non-cremated human remains and up to four cremated human remains	The burial of multiple humans in a single grave has become acceptable subject to limitations. This section now correlates to current industry standards.

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
24.	13.04.350	No person shall place improvements or cornerstones indicating the boundaries of lots except on the lot itself, nor shall anyone place fences of wood or iron, or walls, coping or curbs of brick, stone or marble on any lot as an enclosure thereof.	No person shall place improvements or cornerstones indicating the boundaries of lots or graves except on the lot or grave itself, nor shall anyone place fences of wood or iron, or walls, coping or curbs of brick, stone or marble on any lot or grave as an enclosure thereof.	A “lot” contains multiple graves. This section is modified to expressly prohibit borders or fences around a specific grave, as doing so interferes with the City’s ability to maintain the grounds.
25.	13.04.360	No person shall place any post of stone, concrete or marble at the corner of any lot which shall be less than two and one-half feet in length, and the same shall be placed so as not to project above the surface of the ground.	No person shall place any post of stone, concrete or marble at the corner of any lot or grave which shall be less than two and one-half feet in length, and the same shall be placed so as not to project above the surface of the ground.	Same rationale as amendment to VMC 13.04.350 – conduct regulated interferes with City’s ability to maintain grounds.
26.	13.04.370	No person shall place more than one monument on a family burial lot, which monument must be in the center of the lot unless deemed impractical by the sexton, in which case he shall determine the location; provided, however, that this shall not include markers, of which only one shall be allowed on each grave of a uniform size, fourteen by twenty-four inches, and not less than three inches thick, the same to be set flush with the sod. No foot stones for graves shall be allowed.	A. No person shall place more than three memorials on any grave, no more than one of which may be an upright memorial. B. No memorial may exceed the dimensions of any grave for which a right of interment is purchased. No upright memorial shall exceed sixty inches in height measured from the ground to the top of the monument, unless otherwise approved by the lead cemetery official. Flat memorials shall be not less than four inches thick.	Current code uses “markers” and “monuments” interchangeably despite different meanings. The amendment here, coupled with the definitions section, updates requirements for all memorials (noting difference between “flat memorials” and “upright memorials”) to current industry standards.

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
27.	13.04.380	No person shall place within the cemeteries any monument made of any material other than marble or slate stone. All monuments shall be properly supported with a concrete casing. All monuments must be flush with the surface of the ground. Monuments other than ones described above shall only be used with the written permission of the cemetery supervisor.	A. No person shall place within the cemeteries any flat memorial made of any material other than marble, granite or bronze, provided that any flat memorial measuring less than twelve inches by twenty-four inches shall have a concrete border. Concrete borders for flat memorials shall be of sufficient size and depth to hold the memorial firmly in place and flush with the ground. All flat memorials must be flush with the surface of the ground. B. Upright memorials are not permitted in Park Hill Cemetery except for Sections “A”, “B”, “C”, “J”, “O”, and “R”. Upright memorials, constructed pursuant to this section, may be erected in the foregoing designated sections of Park Hill Cemetery. Upright memorials may be allowed in other city cemeteries in the discretion of the lead cemetery official. Erection of an upright memorial on a grave shall not preclude the placing of a flat memorial on the same grave, subject to the other provisions in this chapter. Including and subject to the following provisions, the composition, dimensions, and styles of all foundations and bases for upright memorials shall require written approval in advance by the lead cemetery official. 1. <i>Foundations.</i> All foundations for upright memorials shall be comprised of either granite or concrete. Foundations shall be a minimum of four inches thick for granite and a minimum of six inches thick for concrete. 2. <i>Bases.</i> Upright memorial bases shall be a minimum of six inches high, and the sides shall be a rough, rock-faced texture. 3. <i>Monument.</i> The monument or die (primary portion) of an upright memorial shall be granite or marble. C. A bronze plaque may be used on any memorial, whether flat or upright. D. The lead cemetery official is authorized to promulgate rules governing niche memorials.	The goal of this amendment was to expressly permit upright memorials in six sections of Park Hill Cemetery, as well as in all other city cemeteries subject to approval by lead cemetery official. Permits concrete flat markers with bronze materials to provide a more cost efficient way of marking a grave, as is consistent with industry norms. Further delegates to lead cemetery official to establish rules to regulate niches. Additionally, Sections .500 (Marker foundations) and .570 (Foundations and bases for monuments) have been merged into this section for clarity and ease of reference.

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
28.	13.04.430	No person shall place a monument on any lot until the lot is fully paid for and a deed to the same obtained.	No person shall place a memorial on any lot, grave, or niche until a right of interment to the same is obtained and all applicable fees are paid.	No substantive change, but updates language to be consistent with remainder of ordinance.
29.	13.04.440	No person, whether or not a lot owner or a holder of a deed to a grave, shall pick any flower or break any limb of any tree or shrub in any cemetery or remove any tree or plant from any cemetery unless he has received permission from the cemetery supervisor. This regulation shall apply to all trees and plants brought into the grounds by friends or relatives of a deceased person as well as to those furnished by the city. All flowers and easels placed at any burial site at the time of a funeral shall be removed no later than five days after the funeral, either by the family or their representative, or by cemetery employees, and all flowers placed on graves on Memorial Day shall be removed within five days after Memorial Day either by the persons placing them there or by the city employees. Artificial flowers and plants shall not be placed on graves during the mowing season, which is established as the days between April 1st and October 31st of each year, except for a period of one week designated for Memorial Day observance by the cemetery supervisor. Only the cemetery supervisor or those employees working under his direction may plant any plants, build any structures or dig graves in the cemeteries, except with special permission of the supervisor, and no one shall place any articles upon graves except as permitted in this chapter.	No person, whether or not a lot owner or a holder of a deed to a grave, shall pick any flower or break any limb of any tree or shrub in any cemetery or remove any tree or plant from any cemetery unless written permission has been granted by the lead cemetery official. All flowers and easels placed at any burial site at the time of a funeral or on Memorial Day shall be removed no later than five days after the funeral or Memorial Day, respectively, either by the family or their representative. After the expiration of said five day period, any and all flowers and easels placed at any burial site at the time of a funeral may be removed by the lead cemetery official or those employees working under his or her direction. Artificial flowers and plants shall not be placed on graves during the mowing season, which is established as the days between March 1st and October 31st of each year, except for a period of one week designated for Memorial Day observance by the lead cemetery official. Glass receptacles are not allowed. Absent written permission granted by the lead cemetery official, only the lead cemetery official or those employees working under his or her direction may plant any plants, build any structures or dig graves in the cemeteries. No one shall place any articles upon graves except as permitted in this chapter.	Most of the changes to this section are to update references to “cemetery supervisor” to “lead cemetery official.” Additionally, maintenance of the grounds requires that mowing begin in March rather than April. Placement of flowers interferes with mowing, which is the purpose of this section. The amendment is designed to allow the City to begin its maintenance responsibilities at the proper time. Exceptions are allowed for funerals and Memorial Day. The amendment authorizes the lead cemetery official to remove flowers that remain beyond the five day grace period and/or are placed in times other than when allowed.

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
30.	13.04.450	Where monuments, headstones, cornerstones, markers or other property have been placed on any lot, no removal of the same will be permitted except in compliance with this chapter and regulations promulgated by the supervisor.	[REPEALED]	The amendments to VMC 13.04.460 (Memorials – Removal Prohibited— Exception) render this section redundant.
31.	13.04.460	After any monument, headstone, cornerstone, marker or other property has been placed on any lot sold in any city cemetery, it is unlawful to remove the same except with written authority from the cemetery supervisor. It shall be a violation of this chapter for anyone wilfully to damage any such property or any city property in the cemeteries.	After any memorial has been placed on any lot or grave sold in any city cemetery, it is unlawful to remove the same except with written permission from the lead cemetery official. It shall be unlawful for anyone willfully to damage any such property or any city property in the cemeteries. A violation of this section shall be a misdemeanor punishable in accordance with VMC 7.00.010.	The term “memorial” encompasses monument, headstone, cornerstone, and markers. Makes damaging property in city cemeteries a misdemeanor
32.	13.04.470	No person shall ride or drive any private vehicle in any city cemetery except on the drives thereof, nor at a speed in excess of ten miles per hour, which is established as the maximum vehicle speed on cemetery drives. No vehicle shall be operated on city cemetery drives which is in violation of any equipment regulations found in the city traffic code or other ordinance, and no vehicle in excess of ten thousand pounds gross weight shall be permitted on city cemetery grounds except with the permission of the city cemetery supervisor, and then subject to his regulations and directions.	No person shall ride or drive any private vehicle in any city cemetery except on the drives thereof, nor at a speed in excess of ten miles per hour, which is established as the maximum vehicle speed on cemetery drives. No vehicle shall be operated on city cemetery drives which is in violation of any equipment regulations found in the city traffic code or other ordinance, and no vehicle in excess of ten thousand pounds gross weight shall be permitted on city cemetery grounds except with the permission of the <u>lead cemetery official</u> , and then subject to his <u>or her</u> regulations and directions.	Modifies reference to “lead cemetery official” and includes gender inclusive language (this is also done in other sections in chapter 13.04 VMC)
33.	13.04.480	It is unlawful for anyone to enter or be in any city cemetery after dusk or before six a.m. of any day, except when the cemetery is open between such hours by order of the cemetery supervisor for a special occasion or service; provided, this section shall not apply to employees of the city who enter the cemetery in the course of their employment.	It is unlawful for anyone to enter or be in any city cemetery after dusk or before six a.m. of any day, except when the cemetery is open between such hours by order of the lead cemetery-official for a special occasion or service; provided, this section shall not apply to employees of the city who enter the cemetery in the course of their employment.	Modifies reference to “lead cemetery official.”
34.	13.04.490	No lots shall contain any slab stone nor any head or foot stone in any erect or vertical position.	[REPEALED]	Vertical memorials are now permitted subject to regulations established in this ordinance. See VMC 13.04.380.

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
35.	13.04.500	Foundations for markers shall be of sufficient size or depth to hold the marker firmly in place.	[REPEALED]	This section, as amended, has been merged into VMC 13.04.380.
36.	13.04.510	A crematorium has been constructed at Park Hill Cemetery and shall be operated as a part of such cemetery under the supervision of the person appointed cemetery supervisor under Section 13.04.020. Such supervisor, subject to direction by the superintendent of parks, shall make reasonable rules and regulations for the use of such crematorium as are necessary and consistent with this chapter. The crematorium shall be used to perform only those cremations which have been arranged by licensed funeral directors pursuant to executed forms of contract approved by the city; all cremation services shall be for the fees set by ordinance.	[REPEALED]	The crematorium/retort no longer exists and has not existed for some time.
37.	13.04.530	The cemetery supervisor shall have charge of cemetery grounds and is authorized to enforce the rules to maintain order; to supervise workmen, visitors and driveways; to expel from the grounds any persons who violate this code or any rules promulgated hereunder; and to refuse admission of any persons or materials when he may deem such action necessary under this chapter. He shall be appointed a special policeman to enforce this chapter only, but shall not receive any extra compensation therefore.	The lead cemetery- official shall have charge of cemetery grounds and is authorized to enforce the rules to maintain order; to oversee maintenance staff, corrections crews, volunteers and visitors; to expel from the grounds any persons who violate this code or any rules promulgated hereunder; and to refuse admission of any persons or materials when such action may be necessary under this chapter.	Removes gender specific language; eliminates powers of official to be “a special policeman”
38.	13.04.560	Section "O" in Park Hill Cemetery is established as a monument section, and monuments may be erected therein subject to the rules and regulations of this chapter and other ordinances of the city of Vancouver. Erection of a monument on a grave shall not preclude the placing of a flat marker on the same grave.	[REPEALED]	The amendment to VMC 13.04.380, which now allows upright memorials in multiple sections in Park Hill, renders the first clause outdated. The final clause of 13.04.560 now appears in 13.04.380.

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
39.	13.04.570	a. Foundations. All foundations for monuments shall be one foot deep and shall extend six inches beyond the base of the monument stone. b. Bases. Monument bases shall not be larger than the following dimensions: 1. On a two-grave lot, eighteen inches by three feet; 2. On a three-, four-, or five-grave lot, eighteen inches by four feet; 3. On a six-grave lot, two monuments, eighteen inches by four feet, each.	[REPEALED]	This section, as amended, has been merged into VMC 13.04.380.
40.	13.04.600	It is unlawful for any person, firm, or corporation to establish or plat any new cemetery or to extend the boundaries of any existing cemetery within the limits of the city of Vancouver, and it is unlawful to establish or plat any new mausoleum or crematory, or extend any mausoleum or crematory within the city limits of the city of Vancouver.	[REPEALED]	This section has not been enforced for decades. Dozens of cemeteries and crematories have been established since this section was passed in 1953. Staff recommends formally repealing it.
41.	13.04.620	Anyone convicted of violating any section of the ordinance codified in this chapter shall be fined not to exceed five hundred dollars.	Except as provided in Section 13.04.460 of this chapter, a violation of this chapter shall be considered a class 1 civil infraction under RCW 7.80.120 with a fine not exceeding \$250.00. Nothing in this section affects the adoption of any RCW section adopted by reference in VMC 7.02.010. Nothing in this section limits or affects any right of restitution, including but not limited to that of the city.	Aside from willfully damaging property, which is addressed in 13.04.460, staff recommends that a violation of this chapter be reduced from a crime to a civil infraction punishable by fine.