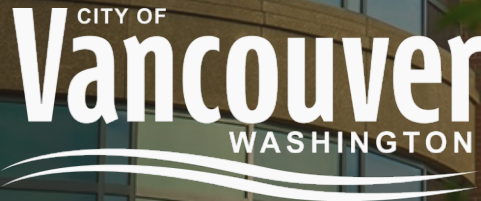


# 2022 Mid Session Update



**February 14<sup>th</sup> , 2022**

**Brian Enslow, Arbutus Consulting**  
**w/ Aaron Lande, Policy and Program Manager**

# Session “Dashboard”

Over half-way done with 2022 Session.

To Date:

- House has introduced 527 bills in 2022 vs. 587 in 2021.
- Senate has introduced 483 bills in 2022 vs. 487 in 2021.

Next general fund revenue forecast is 2/16, expect good news.

Accomplishments to date:

- Passed legislation to delay and improve the implementation of Washington State’s WA Cares long term care payroll tax.

# Transportation Package: Overview

House and Senate Chairs released a “new” Transportation Revenue and Spending Package on February 8th:

- \$1.0 billion to support I-5 bridge replacement.
- Revenue proposal generates \$16 billion to be spent over 16 years.  
Sen. Hobbs was \$18 billion in 2021, Rep. Fey was \$22 billion in 2021.
- Limited funding for new local projects and local maintenance and preservation.  
\$3 billion for maintenance and preservation of state roads, no commensurate local investment in programs such as TIB and FMSIB.
- Primary revenue sources: Climate Commitment Act (\$5.4B), Federal (\$3.4B), General Fund Transfer (\$2.0B), Exported Fuel (\$2.1B), License Plate Fee (\$1.4B)

# Transportation Package: Vancouver focus

In addition to the funding for the I-5 Bridge:

- SR-500 & NE Stapleton Road Bicycle & Pedestrian Overcrossing (\$6.0M).
- C-Tran Bus Rapid Transit on Mill Plain (\$5.0M).
- Garrison Road Sidewalk Infill (\$700k).
- Allows for councilmanic utility tax of up to 2 percent on natural gas, steam energy, and telephone utilities to be used exclusively for transportation improvements.
- Transportation Benefit Districts Sales Tax. The TBD sales tax authority is increased to 0.3 percent. TBDs that include all the territory within the boundaries of the establishing jurisdictions may councilmanically impose a sales and use tax of up to 0.1 percent.

# Transportation Package: Moving forward

It appears that the “spending” package has sufficient majority votes to advance.

Questions remain regarding viability of revenue sources:

- Legality/Feasibility of Export Tax
- No obvious source to pivot to
- Vehicle miles traveled/Gas Tax/Fees

Mixed Opinions on whether this is considered a “good” vote heading into an election year.

# Community Policing and Tactics

Several measures have been introduced to address issues resulting from HB 1310:

- HB 1735 clarifies law enforcement's role in assisting with behavioral health responses as well as other court ordered responses. **Passed House.**
- HB 2037 adds a definition of physical force and authorizes a peace officer to use physical force to prevent a person from fleeing or stop a person who is actively fleeing a lawful temporary investigative detention. **Passed House.**
- HB 1719 narrows the definition of military equipment in part to mean rifles of .50 caliber or greater. It excludes from the definition of rifle, any device deploying less than lethal munitions. **Passed House.**
- HB 1788 adds violent offenses, DUI, and escape as conditions under which you can do a vehicle pursuit. It also adds safety requirements for officers. **Awaiting Action.**

# Main Street Program

Support the City's continued participation in the Mainstreet Program.

- SB 5617 has passed out of the Senate nearly unanimously.
- The Washington State Main Street Program provides access to information, help getting focused, and community support and guidance to individuals and organizations interested in downtown revitalization. It also serves as a general clearinghouse for the latest tools and techniques in downtown development.
- Scheduled to be heard on the 16<sup>th</sup> and for executive action on the 18<sup>th</sup>.

# Ranked Choice Voting

The City supports HB 1156, the Ranked-Choice Voting Local Options Bill, which would provide the City the option, if so desired, to conduct elections using Ranked-Choice Voting as allowed under the city charter.

- There has been no movement on the House Bill as of 2/7.
- The Senate introduced SB 5584, was heard and moved out of the policy committee. Failed to advance out of fiscal committee.

# Preserving Fire Response Assets

The City requested \$1 million to assist with a remodel construction project at Fire Station 5 to secure equipment inside and in a climate-controlled environment.

- Funding for projects that require General Obligation Bonds is going to be limited.
- Operating and Capital dollars are likely being used to support Transportation budget shortfalls.

# Climate/Energy Efficiency

The Legislature is considering several industry stewardship bills such as:

- SB 5697 Establishes a program for the management of consumer packaging and paper products to be funded and implemented by producers of those products. **Dead.**
- HB 1896 requires producers of batteries to participate in a stewardship organization that plans and provides for battery collection and end-of-life management. **Awaiting Action.**
- HB 1799 requires local governments to provide source-separated organic materials collection services and requires certain businesses to arrange for organic materials management services. **Passed House.**

The Legislature is also looking at an optional energy code (HB 1770 Passed House) and an incentive for energy efficiency equipment replacement (HB 1767).

# Homelessness/Housing Supply

The Legislature is considering several measures to addressing housing supply, such as:

- 5670/1782 requires cities planning under the GMA to authorize middle housing types or average minimum densities near transit based on the population of the city. **Awaiting Action.**
- 5832, creates a multifamily tax exemption program to include converting existing multifamily units. **Passed Senate.**

The Legislature is also looking at ways to address homelessness and encampments:

- 5662 creates a new state office for transitioning Washingtonians living in homeless encampments on the “public right of way” into permanent housing. **Awaiting Action.**
- 5867 requires counties and cities with a population of more than 50,000 to establish at least one emergency overnight shelter within its jurisdiction. **Dead.**

# Provide greater access and equity for broadband

- HB 1723 establishes programs to provide low-income people with reduced rates for eligible voice and broadband services and provide grants to local governments and other entities to fund the development of a digital equity plan. **Passed House.**
- SB 5715 modifies the definition of broadband from 25/3 to 100/20 Mbps. 25/3 broadband speeds are insufficient for most households with more than one user. It also changes the definition of broadband to 100/20 Mbps to align with current federal funding program objectives. **Awaiting Action.**

# Upcoming Key Dates

February 15: Last day to pass bills in house of origin.

February 16: Revenue Forecast: Operating budget proposals to follow shortly.

## **February 24: Vancouver Lobby Day**

March 4: Last day to pass opposite house bills.

March 10: Last day allowed for regular session under state constitution.

# Questions

VANCOUVER  
CITY HALL

CITY OF  
**Vancouver**  
WASHINGTON

**Brian Enslow**, Arbutus Consulting  
360.489.8121  
[brian@arbutusllc.com](mailto:brian@arbutusllc.com)



## **Staff Report 017-22**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 2/14/2022

**SUBJECT** Award construction contract for the 2022 Central Curb Ramps project (#072822)

### **Key Points**

- Under the City's 2022 Street Preservation and Resurfacing contracts, the City is resurfacing streets with hot mix asphalt (HMA) overlay treatments and preserving streets with microsurfacing and cape seal treatments.
- Per the Federal Highway Administration (FHWA), streets receiving treatments that are considered an alteration are required to be upgraded so that existing curb ramps meet current ADA requirements. Alterations include HMA overlay treatments, cape seals and microsurfacing.
- Project includes construction of 49 curb ramps. Approximate curb ramp locations are shown on the attached vicinity map.
- City maintenance crews do not have the available labor or equipment to do the type of work being done as part of this project.

### **Strategic Plan Alignment**

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

### **Present Situation**

The City is issuing three separate curb ramp contracts this year as part of its 2022 pavement management program. These contracts include the "2022 East Curb Ramps", the "2022 Central Curb Ramps" and the "2022 West Curb Ramps". The purpose of splitting the work into three contracts is to reduce each contract to a manageable size, which helps expedite ramp construction. From a construction sequencing standpoint, it is far more efficient to construct the new curb ramps in advance of the on-street pavement management resurfacing work.

This staff report and recommended action is to award the 2022 Central Curb Ramps contract only. Recommendations to award the the West Curb Ramps project and the East Curb Ramps

project will follow at a later date.

On January 11, 2022, the City received five bids for the subject project. The bids ranged between \$491,000 to \$747,000. The low bidder was responsive. The bids are as follows:

| <b>SUMMARY OF BIDS</b>                           |               |
|--------------------------------------------------|---------------|
| <b>BIDDER</b>                                    | <b>AMOUNT</b> |
| Hedval Sitework Specialties, LLC, La Center, WA  | \$490,949.76  |
| Western United Civil Group, LLC, Yacolt, WA      | \$524,035.00  |
| Halme Excavating, Inc., Battle Ground, WA        | \$614,335.00  |
| Advanced Excavating Specialists, LLC, Kelso, WA  | \$618,518.00  |
| Clark & Sons Excavating, Inc., Battle Ground, WA | \$747,331.00  |
| Engineer's Estimate                              | \$600,000.00  |

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. Hedval Siteworks Specialties, LLC of La Center, Washington, has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 90 hours of apprentice time of the estimating a total of 2,888 applicable labor hours for the project.

#### **Advantage(s)**

1. Will construct curb ramps in advance of the annual paving contract, which will allow the paving to be done much faster and more efficiently.
2. Will ensure that cuts in the street from ramp construction will be completed before the final paving, which will prolong the life of the new pavement.
3. Will install ADA compliant curb ramps at intersections with sidewalks but without ramps.

#### **Disadvantage(s)**

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

#### **Budget Impact**

The project is currently funded through the Pavement Management Program in the Street Fund. No additional budget appropriation is required.

#### **Prior Council Review**

None

#### **Action Requested**

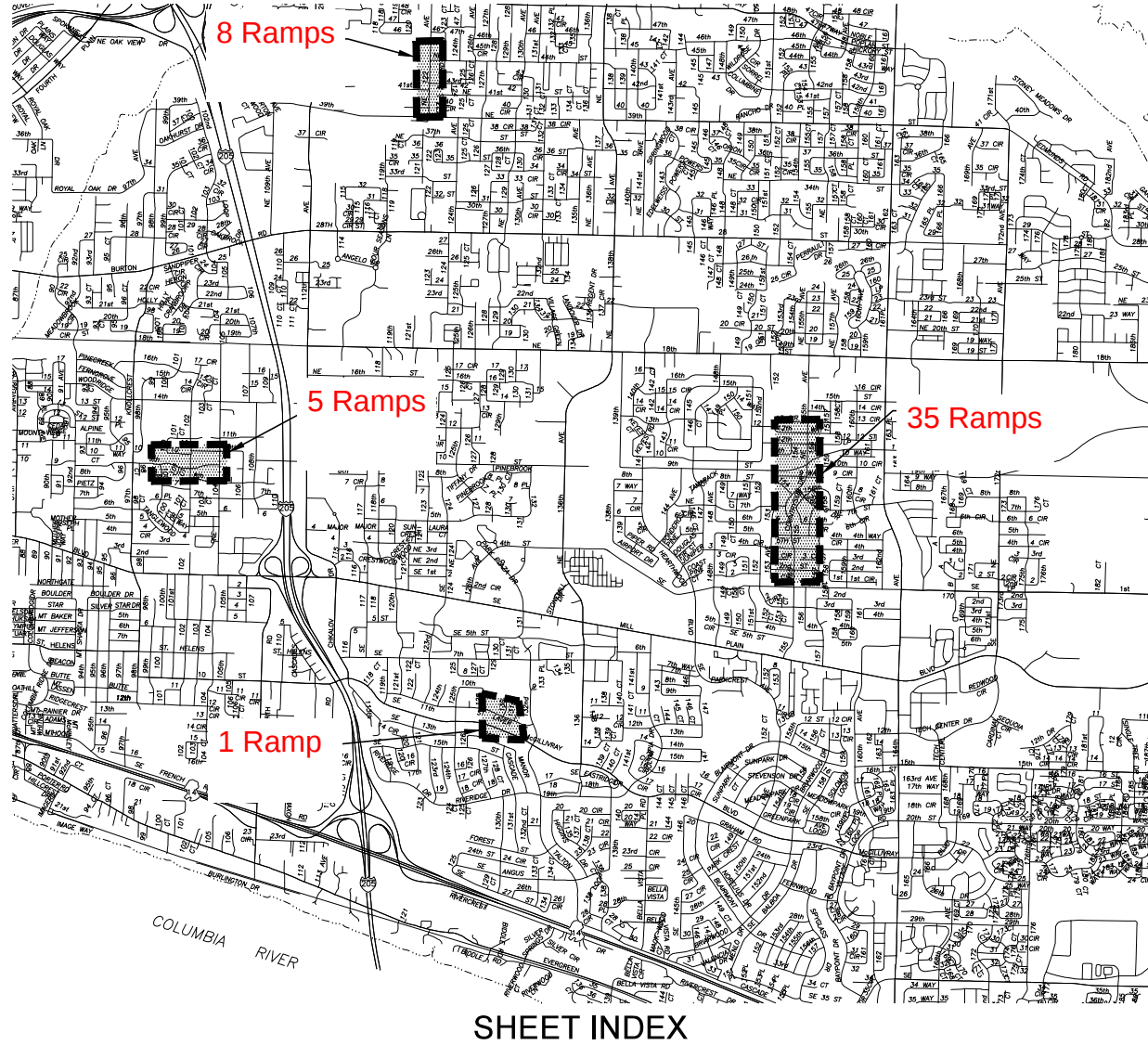
Award a construction contract for the 2022 Central Curb Ramps project to the lowest responsive

and responsible bidder, and authorize the City Manager or his designee to sign a contract with Hedval Siteworks Specialties, LLC of La Center, WA, at their bid price of \$490,949.76, which includes Washington State sales tax.

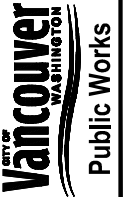
*Chris Sneider, Senior Civil Engineer, 360-487-8239*

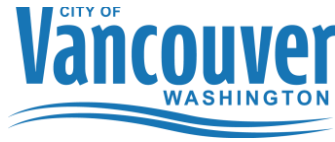
**ATTACHMENTS:**

- ▣ Vicinity Map
- ▣ Contract



## SHEET INDEX

|                                                                                       |  |                             |  |                                                                                     |  |
|---------------------------------------------------------------------------------------|--|-----------------------------|--|-------------------------------------------------------------------------------------|--|
|  |  | 2022 CENTRAL CURB RAMPS     |  |  |  |
| JOB NUMBER<br><b>072821</b>                                                           |  | ACTIVITY<br><b>ACT00892</b> |  | DATE NOVEMBER 21, 2021                                                              |  |
| G03                                                                                   |  | SHEET 3 OF 30               |  | FILE NAME: 21-3186-WA-C.DWG                                                         |  |
|                                                                                       |  |                             |  | DESIGNED BY: ERM                                                                    |  |
|                                                                                       |  |                             |  | CHECKED BY: CAD                                                                     |  |
|                                                                                       |  |                             |  | APPROVED BY: ERM                                                                    |  |
|                                                                                       |  |                             |  | REVISIONS                                                                           |  |
|                                                                                       |  |                             |  | DATE NO.                                                                            |  |
|                                                                                       |  |                             |  | REVISIONS                                                                           |  |



**CONTRACT # \_\_\_\_\_**  
**ITB 22-02: 2022 Central Curb Ramps**

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Hedval Siteworks Specialties, LLC hereinafter referred to as "Contractor," whose address is 34418 NE 101<sup>st</sup> Ave, LaCenter, WA 98629, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for 2022 Central Curb Ramps. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 22-02 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on \_\_\_\_\_ per Staff Report No. \_\_\_\_\_; and

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

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

**This contract provides for the improvement of curbs, sidewalks, excavation, minor paving and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."**

**The Work shall be fully complete within 60 Working Days from the Notice to Proceed (NTP) date.**

- 2. EFFECTIVE DATE:** This Contract is effective as of the last signature dated below.
- 3. E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
- 4. CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary

the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  2. Have a current Washington Unified Business Identifier (UBI) number;
  3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
  4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
  5. If applicable, have:
    - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
    - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
    - v. An elevator contractor license, if required by Chapter 70.87 RCW.
  6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
5. **DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
6. **COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.5% Washington State Sales Tax (if applicable) \$490,949.76 .

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

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

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

- 8. CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
- 9. DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.

**10. EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.

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

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

**12. PAYMENT TO THE CONTRACTOR:** Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate and are in compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department a Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

**13. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands,

claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

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

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

- 14. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.
- 15. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 16. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 17. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.

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

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

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

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

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

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

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

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

**24. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or

conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

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

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

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

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

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

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

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

1. Amendments to the Contract,
2. This Contract,
3. Addenda to the Solicitation,
4. The Solicitation,
5. Contractor's Proposal,
6. Special Provisions,

7. Contract Plan Set,
8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
9. General Conditions for Facility Construction,
10. City of Vancouver Standard Plans,
11. WSDOT Amendments to the WSDOT Standard Specifications,
12. WSDOT Standard Specifications,
13. WSDOT Standard Plans.

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

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

Kamron Hedval  
Hedval Siteworks Specialties, LLC  
34418 NE 101<sup>st</sup> Ave  
LaCenter, WA 98629

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

**CITY OF VANCOUVER**  
A municipal corporation

**CONTRACTOR:**  
Hedval Siteworks Specialties, LLC

\_\_\_\_\_  
Eric Holmes, City Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name /Title

Attest:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Natasha Ramras, City Clerk

Approved as to form:

\_\_\_\_\_  
Jonathan Young, City Attorney



## **Staff Report 018-22**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 2/14/2022

**SUBJECT** Interlocal Agreement for Supervisor Offender Restitution Labor Services

### **Key Points**

- Clark County by and through its District Court Corrections operates a supervised offender community restitution labor crew.
- This partnership presents the courts an alternative to incarceration and provides offenders a chance to make restitution without losing their wages and avoid incarceration if they cannot afford to pay fines.
- Crews are utilized to provide additional maintenance services for parks, sensitive lands, medians, right-of-ways and special facilities throughout the City of Vancouver beyond what full-time staff and contractors provide within available budget.
- A full crew consists of one Crew Chief (Clark County employee) and ten work crew offenders.
- A full crew day is billed at a rate of \$500/day and rates are the same as the last contract.
- The City provides scheduling, technical and equipment support, coordination and instructions to the crews to attain efficient and effective operations.

### **Strategic Plan Alignment**

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

**Objective 4.1:** Increase maintenance levels and accessibility to parks.

### **Present Situation**

The City of Vancouver (Public Works/Operations) has contracted with Clark County Corrections for offender restitution labor maintenance services for more than twenty years. This alternative contract partnership has provided the City with an additional resource to complete non-skilled maintenance tasks within available budget.

The attached Interlocal Agreement provides five crews that can be used for up to 988 crew days over the term of the one-year agreement. Activities include, but are not limited to, general litter removal, landscape maintenance and weeding, road right-of-way and median maintenance, general park and recreation area maintenance for four full-time crews. A fifth crew will be assigned to the Greenway Sensitive Lands program for removal of non-native plant species, assistance in plantings, and general shrub bed maintenance generally within the Burnt Bridge Creek Greenway and at other sensitive lands within the City of Vancouver.

The attached agreement is one year in duration.

### **Advantage(s)**

1. The City can make use of an alternative contract partnership that is affordable and cost effective, allowing City FTE and resources to be most effectively managed and scheduled.
2. The community restitution crews complete tasks that further improve the quality of City landscapes, sensitive lands, medians, and rights-of-way within available budget limitations.
3. Many of the tasks completed under this partnership are tasks that may not otherwise be completed due to limited resources.
4. Community restitution provides an opportunity for people convicted of misdemeanors and other crimes such as Driving Under the Influence to work in lieu of paying fines they may not be able to afford or in lieu of incarceration, benefitting both individual offenders and the community. The City provides weekend work times for community restitution crews to minimize impacts to crew members who have other paid employment during the work week. The City has reviewed this partnership from a DEI lens and recommends continuing the partnership contract

### **Disadvantage(s)**

None

### **Budget Impact**

The use of corrections community restitution crews is funded through the General Fund, Solid Waste and the Stormwater Utility Fund. The 2022 adopted budget includes a sufficient appropriation to cover this service.

### **Prior Council Review**

In 2020, City Council approved the Interlocal Agreement, providing the same number of work crews, at the same rate per crew day of \$500.

### **Action Requested**

Authorize the City Manager or his designee to sign an Interlocal Agreement with Clark County Correction Services for offender restitution crew labor/maintenance services.

*Bill Bjerke, Public Works Operations Superintendent, 360-487-8245*

**ATTACHMENTS:**

- ▣ Interlocal Agreement

**INTERLOCAL AGREEMENT FOR SERVICES  
BETWEEN**

**Clark County**

PO Box 9806,  
Vancouver, Washington 98666-8806  
(360) 397-2436 – Fax (360) 896-9878

**AND**

**The City of Vancouver**

PO Box 1995, Vancouver, Washington 98668-1995  
(360) 696-8177

**Interlocal Agreement Period**

Beginning: January 1, 2022  
Ending: December 31, 2022

**Interlocal Agreement: #2022-COR-101**

**Offender Work Crew Labor**

Services and materials provided

**Cost:** Not to exceed \$494,000/annual

988 crew days at \$500/day\*

\*excluding any applicable taxes

**Program Contacts:**

Primary:  
Bill Bjerke 487-8245  
Alternate:  
Brian Potter 487-8323

**Program Contacts:**

Program Manager:  
Lisa Biffle 397-6045 (1829)  
Lead Crew Chief - Dennis David  
397-6045 (1801)  
Lead Crew Chief - Tom Stillman  
397-6045 (1803)

**Fiscal:** Jeff Crouch 487-7132

**Fiscal:** Susan Volz  
397-2424 (4731)

**Contractual:** Bradley Alberts  
564-397-5643

This Interlocal Agreement consists of the following exhibits:

- Special Terms and Conditions
- Standard & Special Tool List

Clark County and the City of Vancouver agree to the terms and conditions of this Interlocal Agreement and its exhibits as listed above by signing below.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

FOR CLARK COUNTY, WASHINGTON,  
a political subdivision of the State of Washington

CITY OF VANCOUVER, a municipal  
corporation and charter city of the first class in  
the State of Washington

\_\_\_\_\_  
Kathleen Otto, County Manager

\_\_\_\_\_  
Eric J. Holmes, City Manager

Attested:

\_\_\_\_\_  
Natasha Ramras, City Clerk  
\_\_\_\_ Carrie Lewellen, Deputy City Clerk

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

## **SPECIAL TERMS AND CONDITIONS**

### **I. PURPOSE AND BACKGROUND**

- A. This is an Interlocal Agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34, between Clark County, Washington, a political subdivision of the State of Washington, and the City of Vancouver, a municipal corporation and charter city of the first class in the State of Washington.
- B. Pursuant to RCW 39.34, the purpose of this Interlocal Agreement is as set forth in Article I (Purpose and Background). Its duration is as specified in Article II. (Duration of Agreement). Its method of termination is set forth in Article III (Termination of Agreement). Its manner of financing and of establishing and maintaining a budget therefore is described in Article VI (Compensation) and Article VII (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.
- C. **Clark County by and through its District Court Community Restitution Program** operates a supervised offender labor crew, designated as and hereinafter referred to as “work crew.”
- D. **The City of Vancouver** (hereinafter “City”) desires to utilize the available services of District Court’s Community Restitution work crews.
- E. The purpose of this Agreement is to provide for the utilization of Community Restitution work crews by the City.
- F. District Court and the City desire to reduce to writing their understanding related to the provision and utilization of the Community Restitution Program.
- G. The City requests the assistance of District Court’s Community Restitution Program in order to provide services including but not limited to the following:
  - General litter pick and removal
  - Landscape maintenance and weeding
  - Roadway median maintenance
  - General Park and recreation area maintenance
  - Storm water facilities and stream cleanups
- H. Both parties hereby agree to communicate and cooperate to the fullest extent possible in order to achieve the desired results and avoid incurring excessive or unnecessary costs to either party.

### **II. DURATION OF AGREEMENT**

The term of this Agreement is for the period from **January 1, 2022** through **December 31, 2022**.

### **III. TERMINATION OF AGREEMENT**

Either party may choose to terminate this Agreement by notifying the other party in writing 90 days prior to termination. The City agrees to reimburse District Court for the cost of services provided through the date of termination of the Agreement.

### **IV. DISTRICT COURT AGREES TO:**

- A. Allow the City to utilize work crews. To the greatest extent practicable endeavor to maintain the daily crew size of past practice. However, during a regular weekday (weekends and holidays excluded) if the daily crew size for a specific work crew falls below five (5), then Community Restitution staff will notify the City's primary Program Contact listed on the first page of this Agreement (phone calls will suffice) for the purpose of obtaining a keep or cancel dispatch decision. If at the time of dispatch the primary Program Contact listed is not readily available, then Community Restitution will make contact with an alternate Program Contact from the list to obtain a binding decision as to dispatch of that crew. If it is necessary to deploy crews with three or four crew members, the charge per day for crews that do not meet the minimum size of five members will be reduced by \$50.
- B. Assign only offenders that have been authorized to participate in Community Restitution by a judge of the Superior or District Courts.
- C. Provide all labor, transportation, and equipment necessary for work crew availability. District Court will provide work crew availability on a year-round basis subject to the exception of official holidays recognized by Clark County. Currently, under normal weather conditions, excluding travel time, crews are available for actual duty between the hours of 0830 to 1530, Monday through Sunday.
- D. Provide the tentative work hour schedule(s) to be performed by work crews on a monthly basis.
- E. Provide accident insurance coverage for work crew members assigned to City projects. Such coverage shall be equal to any such coverage presently provided for work crew members assigned to any other county-sponsored Community Restitution project.
- F. Provide Community Restitution staff and work crew members with any personal protection items required under the Washington Industrial Safety and Health Act (WISHA).
- G. Cooperate fully with the City to achieve satisfactory performance from the Crew Chief(s) and work crew(s) in the accomplishment of City projects. District Court will devote sufficient supervisory attention to all concerns raised pursuant to Article V section H (below) to resolve them in a manner that satisfies the City's performance expectations.

### **V. THE CITY AGREES TO:**

- A. Provide a schedule of projects to be completed by work crews on a weekly basis.
- B. The schedule of projects will include: 1) Duties; 2) Locations; and, 3) Priorities of jobs to be completed.

- C. Provide technical staff support, equipment support, coordination and instructions on any new, comprehensive, or special projects as deemed necessary for attaining efficient and effective operations.
- D. In consideration of the need for timely dispatch and deployment decisions, upon receiving notice regarding crew size pursuant to Article IV Section E, the City will communicate to Community Restitution staff a timely decision to dispatch or cancel that crew followed by a written concurrence (e-mail will suffice). In situations where the primary Program Contact is not readily available at the time of dispatch, then an alternate Program Contact listed on the front of this Agreement will issue a binding decision as to deployment of that crew on behalf of the designated Program Contact.
- E. Provide at least one day advance notice to Community Restitution when non-standard tools or equipment from the Special Tool List will be necessary for a project.
- F. When work crews are unable to accomplish an assigned project with the standard tool compliment or with the special tools available, the City, at its option, will either provide Community Restitution with the specialized tools and/or supplies necessary or the City may elect to carry out the unaccomplished duties with City personnel. District Court and the City will cooperate in a conscious effort to respect any tool, equipment, or task restrictions placed upon the City by collective bargaining agreement(s) between the City and City employee labor organizations.
- G. In the accomplishment of City projects, both Community Restitution and the City share a mutual concern about achieving satisfactory performance from the Crew Chief(s) and work crew(s). To that end, the City will utilize the procedure outlined Article V section H below to resolve issues relating to performance.
- H. If there are performance concerns relating to Crew Chief(s) or Work Crew(s) that cannot be resolved directly and immediately with the Crew Chief, then the City's next step in resolving the issue, is to direct that concern in a timely fashion to the Lead Crew Chief in charge of Work Crew operations (at present the incumbents are **Dennis David** and **Tom Stillman**). The Lead Crew Chief is empowered to resolve issues relating to Crew Chief or Work Crew performance. If performance concerns are not resolved to the City's satisfaction after working in direct cooperation with the Lead Crew Chief, then the City's next step in resolving the issue is to relate their understanding of the situation to the Program Manager responsible for Community Restitution operations (at present the incumbent is **Lisa Biffle**). Prior to pursuing an alternate means of problem resolution relating to Crew Chief or work crew performance, the City will make a reasonable effort to follow the procedure outlined above.
- I. Provide equipment, supplies, and cost responsibility for disposal of all project materials as necessary. The City will provide for the mechanized loading or moving of excessively heavy or bulky items when and where it is appropriate.
- J. Where applicable, the City will provide for traffic control consistent with the Washington Industrial Safety and Health Act (WISHA) standards and the manual on uniform traffic control devices (MUTCD).

- K. Provide for timely and adequate review of Community Restitution project activities and work cooperatively with District Court to ensure that project activities are consistent with the City's quality standards.
- L. The City may not require Community Restitution services at all times during the term of the Agreement. When that situation occurs, the City will provide no less than fifteen (15) calendar days prior written notice when services are not required. If and when there has been a cessation of services for the City, the City will provide sufficient advance written notice as to when the resumption of Community Restitution services are to begin.

## **VI. COMPENSATION**

- A. District Court will be compensated for Community Restitution services at the rate of **\$500.00** per crew day exclusive of any applicable taxes. Expenditures may not exceed the aforementioned not to exceed limitation without executing amendment to this Agreement pursuant to Article XVI below.
- B. In the event that the tax rate increases over the term of this Agreement, the remaining work crew days available under this Agreement will be reduced to comply with the not to exceed amount of **\$494,000.**
- C. In the event there is an increase in the work crew daily rate within the term of this Agreement, the new rate shall apply to work performed as of the effective date of the approval. In such event, the parties shall execute an amendment to this Agreement providing for either (i) a reduction in the number of crew days so that original budget of **\$494,000** is not exceeded or (ii) maintaining the number of crew days and increasing the amount of the compensation to account for the increase in the work crew daily rate. District Court will process a contract modification according to the procedural requirements outlined in Article XVI below.
- D. The City will pay properly documented invoices for all earned services within forty-five (45) days of the receipt of the invoice.
- E. The City has provided budgetary authority to compensate District Court at or within the aforementioned dollar limits. If the City's budgetary authority relating to this Agreement changes over the term, the City may adjust the dollar limits set forth above through the Agreement amendment process as outlined in Article XVI below.

## **VII. BILLING METHOD AND PROCESS**

- A. District Court will bill the City for Community Restitution charges on a monthly basis.
- B. The billing invoice with backup documentation will identify the dates when work was accomplished; resources used, and include the amount due for that billing period.
- C. The monthly billing invoice from District Court to the City will include sufficient backup documentation to verify the actual work performed for the billing period. This information will be reviewed by District Court prior to billing.
- D. District Court will provide timely processing of billing invoices. District Court processes its billing invoices internally, and then forwards invoices to the Accounts

Receivable section of the County Auditor's office. The Clark County Auditor Accounts Receivable department will send the billing invoice to the City's Contract Manager for payment. Inquiries regarding a billing should be directed to the District Court fiscal contact as indicated on the contract face sheet.

## **VIII. AGREEMENT ADMINISTRATION AND COMMUNICATIONS**

District Court and the City contract managers shall administer this Agreement. Contract managers shall monitor service level and budget provisions of this Agreement. Each month, Community Restitution and City contract managers shall review service levels, service delivery, and costs. During the term of this Agreement, the respective contract managers will communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

## **IX. DISPUTE RESOLUTION**

In the event of a dispute between District Court and the City regarding the delivery of services under this Agreement, which cannot be resolved by their respective designated contract managers, the District Court Presiding Judge and the Vancouver City Manager or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the Clark County Manager and City Manager. The decision of the County Manager and the City Manager regarding the dispute shall be final as between the parties.

## **X. INDEPENDENT CONTRACTOR**

District Court is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between District Court and the City or between any of District Court's or City's employees. District Court shall retain all authority for provision of services, standards of performance, discipline, and control of personnel, and other matters incident to the performance of services by Community Restitution pursuant to this Agreement. Nothing in this Agreement shall make any employee of District Court an employee of the City or any employee of the City an employee of District Court for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

## **XI. HOLD HARMLESS/INDEMNIFICATION**

A. DISTRICT COURT RESPONSIBILITY. District Court agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Community Restitution pursuant to this Agreement.

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against District Court, the City retains the right to participate in said suit if any principal of public law is involved.
  2. This indemnity and hold harmless shall include any claim made against the City by an employee of District Court or subcontractor or agent of District Court, even if District Court is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW except to the extent that such liability arises from the sole negligence of the City. District Court specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that District Court shall provide the broadest scope of indemnity permitted by RCW 4.24.115.
- B. CITY RESPONSIBILITY. The City agrees to indemnify, defend, save and hold harmless District Court, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the conduct of the City pursuant to this Agreement.
1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, District Court retains the right to participate in said suit if any principal of public law is involved.
  2. This indemnity and hold harmless shall include any claim made against District Court by an employee of the City or subcontractor or agent of the City, even if the City is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of District Court. The City specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the City shall provide the broadest scope of indemnity permitted by RCW 4.24.115.
- C. CONCURRENT NEGLIGENCE. Notwithstanding the foregoing, to the extent that liability arises from the concurrent negligence of both the City and District Court's Community Restitution Program, the costs, fees and expenses in connection therewith shall be shared between the City and District Court in proportion to their relative degrees of negligence.
- D. ATTORNEY FEES/COSTS. With regard to attorney's fees and costs, all parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

## **XII. ASSIGNMENT/SUBCONTRACTING**

Neither party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other. District Court shall not subcontract for the provision of any services it is to provide the City under this Agreement without the prior written consent of the City.

### **XIII. NO THIRD PARTY BENEFICIARY**

District Court does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than District Court. District Court and the City do not intend that there be any third-party beneficiary to this Agreement.

### **XIV. NOTICE**

Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the City:

#### **CONTRACTUAL ISSUES**

Kevin Yin  
Procurement Services Manager  
City of Vancouver  
610 Esther ST  
P O Box 1995  
Vancouver WA 98668-1995  
Phone: 360.487.8429  
Fax: 360.487-1029  
e-mail: [kevin.yin@cityofvancouver.us](mailto:kevin.yin@cityofvancouver.us)

#### **OPERATIONAL ISSUES**

Bill Bjerke  
Operations Superintendent  
City of Vancouver  
4711 E Fourth Plain Blvd  
PO Box 1995  
Vancouver WA 98668-1995  
Phone: 360.487.8245  
Fax: 360.696.8002  
e-mail: [brian.potter@cityofvancouver.us](mailto:brian.potter@cityofvancouver.us)

To District Court:

#### **CONTRACTUAL ISSUES**

Clark County District Court  
Attention: Bradley Alberts  
P.O. BOX 9806  
Vancouver, Washington 98666-8806  
Phone: 564-397-5643  
Fax: 360.759.6876  
e-mail: [Bradley.Alberts@clark.wa.gov](mailto:Bradley.Alberts@clark.wa.gov)

#### **OPERATIONAL ISSUES**

Clark County District Court  
Attention: Lisa Biffle  
8101 N.E. 117<sup>th</sup> Ave.  
Vancouver, WA 98682  
Phone: 360.397.6045 x1829  
Fax: 360.896.9878  
e-mail: [lisa.biffle@clark.wa.gov](mailto:lisa.biffle@clark.wa.gov)

The name and address to which notices shall be directed may be changed by either District Court or the City by giving the other party notice of such change as provided in this section.

### **XV. WAIVER**

No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

### **XVI. AMENDMENT**

The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made

in writing and formally approved and executed by the duly authorized agents of both parties.

#### **XVII. DOCUMENT EXECUTION AND CHAPTER 39.34 RCW COMPLIANCE**

Community Restitution, a division of District Court, and the City agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Upon execution, the Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040).

#### **XVIII. SEVERABILITY**

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

#### **XIX. RATIFICATION**

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

#### **XX. ENTIRE AGREEMENT**

This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior agreements shall be effective to the contrary.

## STANDARD & SPECIAL TOOL LIST

### STANDARD EQUIPMENT:

The table below contains the types of standard tools that are available from a Work Crew trailer on a regular basis.

| TOOLS        |                   |
|--------------|-------------------|
| BROOM, Push  | RAKE, Leaf        |
| HOE, Garden  | SHOVEL, Flat Tip  |
| HOE, Hula    | SHOVEL, Round Tip |
| RAKE, Garden | SHOVEL, Scoop     |

### SPECIAL EQUIPMENT:

The table below lists the types of special equipment/tools that are only available on a request basis. In the event additional standard tools or other equipment/tools from the table below are required for a particular project, Community Restitution should normally receive the request for equipment/tools at least one day in advance of the need. When the requests for special equipment/tools exceed the equipment/tools available, the equipment/tools requested will be distributed equally among those agencies making the special equipment/tools requests. Community Restitution does not carry the special equipment/tools listed below on its trailers without prior request.

| HAND TOOLS/ POWER TOOLS |             |
|-------------------------|-------------|
| Loppers                 | Lawn Mowers |
| Pruning saws            | Weedeaters  |
| Pick / Mattocks         | Edgers      |
| Pitchfork, Hay          | Blowers     |
| Wheelbarrows            | Hedgers     |



## **Staff Report 019-22**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 2/14/2022

**SUBJECT** Award of contract for Brokerage Services - RFP 48-21

### **Key Points**

- Risk Management utilizes a third party administrator (TPA) for the procurement of multiple insurance policies and other specialized Risk related services.
- Risk Management has been piggybacking off of the City of Spokane brokerage services contract for the past several years and needs to enter into a contract with a broker based specifically on City needs.

### **Strategic Plan Alignment**

N/A

### **Present Situation**

The City of Vancouver, through its Risk Management Department, issued an RFP to secure a contract with a firm to provide broker of record and other Risk related services on an as-needed basis. The current contract expires on 3/31/22. Willis Towers Watson has been the City's TPA for the past 14 years and has been chosen to be the City's broker of record for the next 5year. Over the five years of the contract, the City will pay the broker approximately \$230,000 in total. In addition to being the broker of record, the broker handles the City's insurance premiums on a pass through basis.

### **Advantage(s)**

1. The City will maintain continuity and continue to build on the already strong relationship that it has with Willis Towers Watson.
2. Willis Towers Watson has an intimate knowledge of our program and has provided phenomenal service thus far.

### **Disadvantage(s)**

Contract pricing will rise over the previous pricing by \$10,000 for the first three years and an additional \$2,250 for the final two years. However, the City has received services that have exceeded our expectations for the term of the current contract.

**Budget Impact**

Sufficient funding has been included in the 2021-2022 Biennial Budget to cover the cost of the broker contract. The insurance premiums are budgeted taking into account the most recent renewal costs. There will be a need to adjust the budget for the insurance premiums due to the costs increasing faster than anticipated.

**Prior Council Review**

None

**Action Requested**

Authorize the City Manager or their designee to execute a Professional Services Agreement with Willis Towers Watson for broker of record services for a term of 5 years and in an amount not to exceed \$230,000. Authorize the City Manager or their designee to approve the procurement of policies of insurance negotiated by Willis Towers Watson during the term of the contract. The additional amount for the premiums and retained commissions shall not exceed a total of \$20,000,000 USD over the next five years.

*Brent Waddle, Interim Risk Manager, 360-487-8436*

**ATTACHMENTS:**

- ▣ Contract



**CITY OF VANCOUVER  
SERVICES AGREEMENT**

**No.** \_\_\_\_\_

This Services Agreement (hereinafter referred to as the “Agreement”) is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and Willis Towers Watson Insurance Services, Inc. (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the “parties” or individually as a “party”.

WHEREAS, the City desires to engage the Contractor to perform services as described in this Agreement; and

WHEREAS, the City advertised and issued a Request for Proposal, numbered 48-21 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

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

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

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City all services and materials set forth below, and as further described in the City’s solicitation, and the Contractor’s responsive proposal to the City’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

The Contractor shall provide as a minimum, professional services and dedicated personnel necessary to perform the following:

- a. Alternate Risk Financing: Provide review and evaluation of alternative risk financing such as captives, pooling programs, etc.

- b. Understanding & Program Development: Develop a complete understanding of the City's areas of exposure and consult the City about short- and long-term solutions. Attend City Management Meetings when requested.
- c. Annual Program Evaluation: Annually evaluate existing insurance contracts and claims history and make recommendations concerning any changes, modifications and/or additions in the terms, conditions, coverage limits or risk financing structure needed to yield a comprehensive risk management program to cost effectively protect the interests of the City.
- d. Market Analysis: Annual evaluation shall include market analysis and forecasting by insurance line prior to each renewal. Analysis shall include pricing and service trends, availability of markets, and a forecast of long-term market direction. Make conclusions on most advantageous insurance markets from the standpoint of cost, service, coverage and security.
- e. Manuscript Programs: Identify programs, products, and insurers capable of meeting the City's insurance and risk transfer needs. Assist the City in design of manuscript policy forms as needed. Prepare bid specification for markets capable of quoting on City risks.
- f. Marketing City's Portfolio: Prepare insurance marketing portfolio by working with the City to gather underwriting specifications, loss runs, values and data. Format a formal presentation of marketing to insurance markets and underwriters.
- g. Access to Markets: Have access to global insurance markets and, when authorized by the City approach appropriate markets on behalf of the City to obtain pricing and coverage descriptions. If and when available a minimum of at least three competitive quotes from reputable insurance carriers or risk facilities will be obtained for each type of risk or risk financing structure.
- h. Purchase Consultation: Present for the City in an understandable format, an evaluation of the results of each solicitation with a comprehensive financial analysis and recommendations for selection of an insurer for each type of risk or risk structure.
- i. Policy Evaluation: Negotiate on the City's behalf the details of insurance contracts with selected carriers or risk facility and audit resulting policies or agreements for accuracy of coverage, terms and conditions and compliance with financial arrangements and administrative procedures acceptable to the City. This includes verification of accuracy and adequacy of all binders, policies, policy endorsements, invoices, and other insurance related documents prior to delivery.

- j. Insurance Certificates: Provide certificates of insurance, verification of coverage or financial responsibility as needed by the City to satisfy lessors, contractors, and other parties from whom the City seeks services. This includes vehicular “proof of liability insurance” as required by law.
- k. Special Event Coverage: Provide options for special event insurance coverage for entities, organizations and persons performing temporary business within the auspices of the City.
- l. Risk Transfer Contract Review: Provide consultation services for the City as to risk related issues in contractual arrangements. Participate and/or review the transfer of risk where contractually appropriate.
- m. Loss Documentation: Provide support when requested in preparing proofs of loss or claims reports and assist in obtaining loss settlements from insurers.
- n. Catastrophic Claims Management: Provide catastrophic claims management consultation, evaluation, and service.
- o. Property Valuation & Inspection: Supply or make available associated risk management services including basic property valuations, loss control consulting, and inspection services.
- p. Loss Control Service: Provide consultation and conceptual approaches for evaluation, training and education relative to loss control, safety, claims management and related topics in the area of risk management.
- q. Analysis and Reporting: Provide assistance in the form of advisory services or written reports as is customarily expected from a professional insurance consultant.

For the procurement of insurance policies, the Contractor will invoice the City for the insurance premiums.

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

- 2. **COMPENSATION & PREMIUM PAYMENTS**: Payment to the Contractor for the work described in this Agreement shall not exceed \$230,000 USD. In addition, as set forth in Section 3, over the term of the contract the City will directly pay or reimburse Contractor up to

20,000,000.00 USD for insurance premiums and retained commissions due under policies of insurance that are negotiated by broker and agreed to by the City.

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

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

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

Annual Fee Year 1 - \$45,000  
Annual Fee Year 2 - \$45,000  
Annual Fee Year 3 - \$45,000  
Annual Fee Year 4 - \$47,250  
Annual Fee Year 5 - \$47,250

In addition to the rates the City will pay the contractor directly for insurance premiums and retained commissions due under policies of insurance that are negotiated by broker and agreed to by the City.

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on March 1, 2022 and continue until February 28, 2027. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting

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

7. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
8. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
9. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
10. **TERMINATION FOR PUBLIC CONVENIENCE:** The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Agreement is terminated prior to the completion of work, the Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.
11. **TERMINATION FOR DEFAULT:** If the Contractor defaults by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing

written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere.

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

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

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

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

**14. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to [www.bls.dor.wa.gov/cities/vancouver.aspx](http://www.bls.dor.wa.gov/cities/vancouver.aspx) or [www.cityofvancouver.us/businesslicense](http://www.cityofvancouver.us/businesslicense), to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

**15. LIABILITY AND HOLD HARMLESS:** The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident

to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

- 16. INSURANCE:** The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

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

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

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

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

For the City:  
Anna Vogel  
City of Vancouver  
415 W 6<sup>th</sup> Street  
P O Box 1995  
Vancouver WA 98668-1995

For the Contractor:  
Lindsay Cunningham  
Willis Towers Watson Insurance Services  
600 University Street, Suite 3100  
Seattle, WA 98101  
[lindsay@cunningham@willistowerswatson.com](mailto:lindsay@cunningham@willistowerswatson.com)

Email: [anna.vogel@cityofvancouver.us](mailto:anna.vogel@cityofvancouver.us)

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

- 18. AMENDMENTS:** All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.
- 19. SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.
- 20. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 21. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 22. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 23. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall

notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

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

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

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

**CITY OF VANCOUVER**

A municipal corporation

**CONTRACTOR:**

Willis Towers Watson Insurance Services

---

Eric Holmes, City Manager

---

Signature

---

Date

---

Printed Name /Title

Attest:

---

Date

---

Natasha Ramras, City Clerk

Approved as to form:

---

Jonathan Young, City Attorney



## **Staff Report 020-22**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 2/14/2022  
2/28/2022

**SUBJECT** An Ordinance adding Section 3.08.100 to the Vancouver Municipal Code ("VMC"), amending other sections of the VMC to provide a uniform methodology for adjustment of certain City fees and charges pursuant to the consumer price index

### **Key Points**

- State law and the VMC authorize the City to impose and adjust fees and charges to cover the costs associated with certain services provided by the City.
- Sections 11.60.160, 14.04.090, 16.40.070, 17.08.130, 19.11.040, 20.180.050, and 20.915.050 of the VMC currently provide inconsistent methodologies and reference indices for the annual adjustment of fees and charges to reflect changes in the consumer price index.
- If adopted, effective on January 1, 2023, the proposed ordinance would add a new Section 3.08.100 to the VMC to provide a uniform methodology to adjust certain fees and charges on an annual basis to reflect changes in the consumer price index. The proposed ordinance would amend Sections 11.60.160, 14.04.090, 16.40.070, 17.08.130, 19.11.040, 20.180.050, and 20.915.050 of the VMC to refer to the uniform methodology and reference index set forth in Section 3.08.100.
- If adopted, the proposed ordinance would authorize a two-step adjustment of certain City fees and charges for 2022 totaling 6.5%, reflecting the percentage change in the consumer price index in 2021. The ordinance would authorize an immediate increase of 3.3% with an additional a 3.2% increase effective on July 1, 2022. A two-step implementation will provide additional time for City staff to communicate with relevant stakeholders regarding these increases.
- Over the coming year City staff will continue to review whether further adjustments to the VMC and other documents may be necessary to respond to and keep pace with inflation.

### **Strategic Plan Alignment**

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

**Present Situation**

The VMC currently provides several differing and inconsistent methodologies for the annual adjustment of fees and charges to reflect changes in the consumer price index. In addition, the regional Consumer Price Index for the Portland-Salem, Oregon-Washington Metropolitan Area for Wage Earners and Clerical Workers (CPI-W) referenced in Sections 11.60.160 and 20.180.050 of the VMC no longer exists. Harmonizing these provisions will ensure consistent application of CPI adjustments in future years. Additionally, implanting the 2022 adjustments in a series of two steps (one in the first fiscal quarter, with a second increase in the third fiscal quarter) will afford City Staff time to communicate these changes to effected businesses.

**Advantage(s)**

A uniform methodology and reference index for the adjustment of certain fees and charges will be more predictable and easier to implement.

**Disadvantage(s)**

None

**Budget Impact**

None

**Prior Council Review**

None

**Action Requested**

On Monday, February 14, 2022, approve ordinance on first reading, setting date of second reading and public hearing for Monday, February 28, 2022.

*Natasha Ramras, Chief Financial Officer, 360-487-8484; Taylor Hallvik, Assistant City Attorney, 360-487-8500*

**ATTACHMENTS:**

- ▢ Ordinance
- ▢ Exhibit A

02/14/22  
02/28/22

ORDINANCE NO. M-

AN ORDINANCE of the City of Vancouver relating to the annual adjustment of certain City fees and charges to reflect changes in the consumer price index; adopting legislative findings, adding Section 3.08.100 to the Vancouver Municipal Code to provide a uniform methodology for adjustment of certain City fees and charges pursuant to the consumer price index, effective in 2023; amending Section 1.01.080 of the Vancouver Municipal Code to clarify that the City Clerk may update fees and charges to reflect Consumer Price Index (CPI) adjustments authorized by the VMC, amending Sections 11.60.160, 14.04.090, 16.40.070, 17.08.130, 19.11.040, 20.180.050, and 20.915.050 of the Vancouver Municipal Code to incorporate by reference the methodology set forth in new Section 3.08.100; approving and ratifying adjustment of certain City fees and charges for 2022 to reflect changes in the Consumer Price Index for 2021, providing for severability; and setting an immediate effective date.

WHEREAS, state law and the Vancouver Municipal Code (“VMC”) authorize the City to impose fees and charges to cover the costs associated with certain services provided by the City.

WHEREAS, Sections 11.60.160, 14.04.090, 16.40.070, 17.08.130, 19.11.040, 20.180.050, and 20.915.050 of the VMC currently provide for differing methodologies and

ORDINANCE - 1

reference indices for the annual adjustment of fees and charges to reflect changes in the consumer price index; and

WHEREAS, the regional Consumer Price Index for the Portland-Salem, Oregon-Washington Metropolitan Area for Wage Earners and Clerical Workers (CPI-W) referenced in Sections 11.60.160 and 20.180.050 of the VMC no longer exists; and

WHEREAS, the City Council finds that the regional Consumer Price Index for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue Metropolitan Area is an appropriate regional index upon which to base annual adjustments to certain City fees and charges.

WHEREAS, the City Council adopts and incorporates by reference Staff Report SR-\_\_\_\_\_ and finds that it is in the public interest to adopt and implement an updated and uniform methodology to annually adjust certain City fees and charges to reflect changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue Metropolitan Area

WHEREAS, with proper notice to the public, the Vancouver City Council conducted a first reading of the proposed ordinance on February 14, 2022 and a public hearing concerning the ordinance and proposed code changes on February 28, 2022.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

**Section 1. Findings.** The City Council hereby adopts and incorporates by reference the above recitals as findings in support of this Ordinance.

**Section 2. New Section.** A new section is added to the Vancouver Municipal Code to read:

ORDINANCE - 2

### **3.08.100 – Adjustment of Certain City Fees and Charges to Reflect Change in Consumer Price Index**

Effective January 1, 2023, and January 1<sup>st</sup> of each year thereafter, any fee or charge imposed by the Vancouver Municipal Code for which an annual fee adjustment is authorized shall be adjusted at a rate equal to the annual 12 month percentage change in the Consumer Price Index for All Urban Consumers for the Seattle-Tacoma-Bellevue Metropolitan Area reflecting data for all items through October (“City CPI Adjustment”) as prepared by the United States Department of Labor, Bureau of Labor Statistics (“BLS”); however, if the designated Consumer Price Index for All Urban Consumers for the Seattle-Tacoma-Bellevue Metropolitan Area ceases to exist or is changed by BLS, the “Consumer Price Index for All Urban Consumers” will reference a BLS index similar to that of the Seattle-Tacoma-Bellevue Metropolitan Area selected by the Director of Finance to reasonably measure change in the purchasing power of the U.S. Dollar for the City. The Director of Financial and Management Services shall timely report the City CPI Adjustment to the Public Records Officer following publication by BLS.

**Section 3. Amendment.** Vancouver Municipal Code Sections 1.01.080 entitled “Limited Authority to Amend Code Provisions” as codified by Ordinance M-3685 §1 is hereby amended as follows:

#### **1.01.080 Limited Authority to Amend Code Provisions.**

Subject to approval by the city attorney, the city clerk shall have authority to rearrange, renumber, reletter, capitalize, punctuate, and divide codified provisions of the VMC, to update any fees and charges to reflect Consumer Price Index (CPI) adjustments authorized by the VMC.

and to correct clerical errors and to insert captions in accordance with the meaning and intent to the provisions of the VMC, and to delete VMC provisions ruled invalid by a court of competent jurisdiction.

**Section 4. Amendment.** Vancouver Municipal Code Sections 11.60.160 entitled “Cost and fee recovery for right-of-way use permit” as codified by Ordinance M-4016 § 2 is hereby amended as follows:

**11.60.160 Cost and fee recovery for right-of-way use permit**

A. Right-of-way use permit fees shall be incorporated into Section [20.180.070](#), Engineering Fees.

B. *Application Fee.* A nonrefundable application fee shall be charged for each right-of-way use permit application that is accepted for processing, counter service, and recordkeeping.

C. *Permit Fee.* A fee for monitoring and inspecting the site or activity may be imposed.

D. *Use Fee.* Permits may include a fee for each day or part thereof for use of the right-of-way. The fee will compensate the City for loss of use. The daily use fee, when imposed, will vary depending upon the class of right-of-way use permit involved.

E. *Reimbursement of Actual Expenses.* When a permit is issued, the City may impose a charge based on the actual cost to compensate for its time and expenses. These costs may include street crews, signal crews, and police, if required to assist in the activity. A refundable deposit or other security device may also be required. Costs of damage to City property, or the expense of

assistance by City employees, may be deducted from the deposit, charged against the security device, or billed to the permittee directly.

F. Effective January 1, 2023 ~~2013~~, and January 1 of each year afterward, fees for right-of-way use and occupation applications and permits shall be adjusted annually pursuant to the methodology set forth in 3.08.100. ~~by an amount equal to the percentage change in the Consumer Price Index for the Portland-Salem, Oregon-Washington Metropolitan Area for Wage Earners and Clerical Workers (CPI-W) for the preceding year ending on June 30, as prepared by the Department of Labor, Bureau of Labor Statistics or a replacement index applicable to the City of Vancouver.~~ Each such newly adjusted fee shall be rounded to the next higher whole dollar.

G. *Repair and Replacement Charges.* If the City should incur any costs in repairing or replacing any property as the result of the permittee's actions, the costs of repair and replacement shall be charged to the permittee. These charges will be for the actual costs to the City.

H. Where feasible, the fee for a right-of-way use permit shall be estimated in writing by the responsible official to the applicant prior to the issuance of the right-of-way use permit. The responsible official shall require payment of fees, or a reasonable estimate thereof, at the time the permit is issued, unless the responsible official for good cause extends time for payment.

I. Where additional fees and costs could not be reasonably estimated prior to the issuance of the right-of-way use permit, or where fees and costs were incurred as a result of the use, they shall be billed as soon as practicable and shall be paid by the applicant to the City within 30 calendar days from the receipt of the bill.

J. Notwithstanding the foregoing, fees for Type A permits may be waived by the responsible official for non-profit organizations or neighborhood associations. However, the permittee may still be liable for non-fee costs associated with use of the right-of-way, such as those incurred for traffic management or cleaning.

**Section 5. Amendment.** Vancouver Municipal Code Sections 14.04.090 entitled “Charges for water meter and service line installation” as codified by Ordinance M-144 § 8-A and last amended by Ordinance M-4257 § 2 is hereby amended as follows:

**14.04.090 Charges for water meter and service line installation**

If any street or alley is to be improved, the service lines to all adjacent tracts, lots or parcels of lands, either vacant or occupied, shall be installed prior to such improvement at the property owner’s expense.

A. Effective January 1, 2022~~17~~, rates for meter and service installation shall be as follows:

| <b>Meter/Service Diameter</b> | <b>Meter and Service</b>             | <b>Service Only</b>                  | <b>Meter Only</b> |
|-------------------------------|--------------------------------------|--------------------------------------|-------------------|
| 5/8 x 3/4 with 1" service     | <del>\$2,000.00</del> <u>\$2,325</u> | <del>\$1,930.00</del> <u>\$2,245</u> | \$135.00          |
| 1 inch                        | <del>\$2,045.00</del> <u>\$2,375</u> | <del>\$1,930.00</del> <u>\$2,245</u> | \$180.00          |
| 1-1/2 inch                    | <del>\$3,220.00</del> <u>\$3,740</u> | <del>\$2,835.00</del> <u>\$3,650</u> | \$450.00          |
| 2 inch                        | <del>\$3,535.00</del> <u>\$4,110</u> | <del>\$3,140.00</del> <u>\$3,650</u> | \$460.00          |

| Meter/Service Diameter | Meter and Service | Service Only | Meter Only |
|------------------------|-------------------|--------------|------------|
| 3 inch                 | Note 1            | Note 1       | \$2,700.00 |
| 4 inch                 | Note 1            | Note 1       | \$3,200.00 |
| 6 inch                 | Note 1            | Note 1       | \$4,900.00 |
| 8 inch and larger      | Note 1            | Note 1       | Note 2     |

Note 1. The city does not install service larger than 2 inch. For larger services the customer is responsible for submitting drawings for city approval and for installation of the service.

Note 2. Prices available upon request.

B. *Meter and Service Relocates*. Effective January 1, 2022~~47~~, rates for relocation of water service shall be as follows:

Service relocates ten feet (10') and less    ~~\$265.00~~ \$310.00

Service relocates over ten feet (10')        ~~\$1,180.00~~ \$1,370.00

Meter box raise/raise yoke fee                ~~\$130.00~~ \$150.00

One (1") inch yoke replacement fee        ~~\$260.00~~ \$300.00

The city does not perform half-street restoration work. If the service installation or relocation requires half-street restoration, the applicant shall hire a contractor approved by the city to work within the right-of-way, obtain a right-of-way permit, and complete all work themselves

ORDINANCE - 7

(including service installation or relocation). The service installation or relocation and the half-street restoration work must be complete prior to the city setting the water meter.

C. ~~Commencing~~ Effective January 1, ~~2018~~ 2023, and ~~effective~~ January 1st of each year thereafter, the fees set by subsections [A](#) and [B](#) of this section shall be adjusted annually pursuant to the methodology set forth in 3.08.100. ~~at a rate based upon the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Seattle-Bellevue Metropolitan Area as prepared by the United States Department of Labor, Bureau of Labor Statistics and as published as of the preceding June 30<sup>th</sup>.~~ The ~~annual fee adjustment~~ adjusted fee for each rate category shall be rounded to the nearest \$5.00. This annual adjustment shall not apply to the “Meter Only” fees.

**Section 6. Amendment.** Vancouver Municipal Code Sections 16.40.070 entitled “Hazardous Material Regulatory Fee Schedule” as codified by Ordinance M-3856 §2 is hereby amended as follows:

#### **16.40.070 Hazardous Material Regulatory Fee Schedule**

Hazardous material regulatory fees shall be based on Table 16.40.070-1. The definitions of VMC [16.40.010](#) shall be used to interpret Table 16.40.070-1. The fee is calculated by multiplying the number of pounds of the hazardous materials reported to the state or federal regulatory agency under the law regulating the hazardous occupancy cited in VMC [16.40.010\(A\)](#) by the risk factors set forth in Table 16.40.070-1. The product of this calculation shall be multiplied by \$1.10 starting January 1, 2019; multiplied by \$1.20 starting January 1, 2020; and commencing on January 1, 2021, adjusted annually pursuant to the

~~methodology set forth in 3.08.100, by the Consumer Price Index for All Urban Consumers for the Seattle area as adopted by the Bureau of Labor Statistics to arrive at the amount of the fee~~  
The multiplier shall not otherwise be increased except by ordinance amendment. If the calculation yields a fee of less than \$100.00 the hazardous materials occupancy is exempt from the certificate and fee requirements of this chapter.

**[Note to Code Revisor: Table 16.40.070-1 are not amended by this ordinance]**

**Section 7. Amendment.** Vancouver Municipal Code Sections 17.08.130 entitled “Fees” as codified by Ordinance M-3660 § 4 and last amended by Ordinance M-4318 § 1 is hereby amended as follows:

**17.08.130 Fees.**

A. *Application/Plan review fee.* When submittal of documents are required, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. The fee shall be as specified in Table V.

B. *Permit fee.* A permit shall not be valid until the permit and construction documents have been approved and the fees prescribed in this section have been paid. Amendment to a permit shall not be released until the additional fee, where applicable, has been paid.

C. *Determination of valuation.* The valuation used to determine permit and plan review fees shall be generated from national statistical averages as found in “Building Standards” or similar source for the type of construction and the type of occupancy.

1. The determination of value or valuation under any of the provisions of this code shall be made by the building official and/or fire marshal.

D. Generally, fees should be adopted at a level sufficient to cover costs or a substantial portion of the costs, associated with conducting review and inspections, issuing permits, and providing services, as set by city council. Consistent with the intent of this code section, the building official and fire marshal are authorized to make adjustments to categories of fees provided such adjusted fees do not exceed those adopted by this section.

E. *January 1st of each year.* Building and fire related permit and plan review fees shall be adjusted annually pursuant to the methodology set forth in 3.08.100. ~~by an amount equal to the percentage change in the Consumer Price Index for All Urban Consumers for the Seattle area as adopted by the Bureau of Labor Statistics or a replacement index applicable to the city of Vancouver, but not less than zero percent.~~ Each such newly adjusted fee shall be rounded to the next higher whole dollar.

F. Building and Fire related permit and plan review fees shall be reviewed periodically to ensure that they accurately reflect the current cost of providing services.

G. The following tables contain all building and fire related fees:

**[Note to Code Revisor: Tables I-V are not amended by this ordinance]**

**Section 8. Amendment.** Vancouver Municipal Code Sections 19.11.040 entitled “Rates in public off-street facilities” as codified by Ordinance M-4088 § 1 and subsequently amended by Ordinance M-4211 § 6 is hereby amended as follows:

**19.11.040 Rates in public off-street facilities**

There is hereby established a maximum daily parking rate of twenty-five dollars (\$25.00), a maximum monthly parking rate of two hundred dollars (\$200.00), and a maximum event rate of twenty-five dollars (\$25.00) per event stay. These rates may be reduced administratively by the city manager, or his/her designee, pursuant to the guidelines below:

- A. Any citizen sixty-two years of age, or older, may receive a “senior citizen discount” in an amount to be determined by the city manager or his/her designee, but in no event should the discount exceed twenty (20) percent;
- B. The parking rates may be changed to an amount to reach the desired occupancy rate in each municipal lot;
- C. The parking rates may be adjusted annually pursuant to the methodology set forth in 3.08.100. ~~changed to reflect the annual consumer price index (CPI) for inflation in the Portland-Vancouver area;~~
- D. The parking rates may be changed to an amount to reach desired occupancy rates at parking meters;
- E. The parking rates may be changed to reflect market conditions in the Portland-Vancouver area;
- F. The parking rates may be changed to accommodate specific site characteristics and seasonal events;

ORDINANCE - 11

G. The parking rates may be changed to reflect the parking conditions, including, but not limited to, covered vs. uncovered parking, and reserved vs. non-reserved. The city manager, or his/her designee, is authorized to promulgate rules and regulations regarding the administrative reduction of the maximum parking rates. The city manager, or his/her designee, shall report to the city council from time to time as requested by the city council, but in any event, shall report at least once every year regarding these parking rates.

**Section 9. Amendment.** Vancouver Municipal Code Sections 20.180.050 entitled “Revisions” as codified by Ordinance M-3643 and last amended by Ordinance M-4097 § 1 is hereby amended as follows:

#### **20.180.050 Revisions**

Development review fees. Effective January 1, 2023 ~~2010~~, and January 1st of each year thereafter, development review fees shall be adjusted annually pursuant to the methodology set forth in 3.08.100. ~~by an amount equal to the percentage change in the Consumer Price Index for the Portland-Salem, Oregon-Washington Metropolitan Area for Wage Earners and Clerical Workers (CPI-W) for the preceding year ending on June 30 prepared by the Department of Labor, Bureau of Labor Statistics or a replacement index applicable to the City of Vancouver.~~ Each such newly adjusted fee shall be rounded to the nearest whole dollar with fifty (\$.50) cents or more being rounded to the next higher dollar and forty-nine (\$.49) cents or less to the lower dollar. Fees based on valuation, per head or device, per lineal foot or square foot and per section shall be excluded from rounding to the nearest whole dollar.

**Section 10. Amendment.** Vancouver Municipal Code Sections 20.915.050 entitled “Park Impact Fee” as codified by Ordinance M-3643 and last amended by Ordinance M-4319 § 3 is hereby amended as follows:

**20.915.050 Park Impact Fee.**

A. *Formula.* The impact fee component for parks shall be calculated using the following formula:

$$PIF = F \times U$$

1. “PIF” means the parks impact component of the total development impact fee.
2. “F” means the parks impact fee rate per unit of housing, either single-family or multi-family residential, as applicable, for each service area. Such rate shall be established in the parks impact fee program technical document, incorporated herein by this reference, for each service area by estimating the cost of anticipated growth-related parks projects. Between major program updates, the calculated per unit fee will be adjusted annually pursuant to the methodology set forth in 3.08.100 ~~to account for inflation using the Seattle-Bellevue-Tacoma CPI-U Index, as reported by the Bureau of Labor Statistics,~~ and as outlined in the parks impact fee program technical document.
3. “U” means the number of units, either single-family or multi-family, whichever is applicable, consistent with a proposed development.

B. Current park impact fee rates shall be as set forth in Table 915.050-1:

| Year | Park District | Single-Family (SF) | Multi-Family (MF) |
|------|---------------|--------------------|-------------------|
|------|---------------|--------------------|-------------------|

**Table 20.915.050-1.**

|                 |         |         |         |
|-----------------|---------|---------|---------|
|                 |         |         |         |
| January 1, 2021 | A, B, C | \$2,819 | \$2,060 |
| January 1, 2022 | A, B, C | \$3,523 | \$2,575 |

C. At least one copy of the park impact fee technical document adopted by the city council including the current park impact fee schedule as calculated thereunder, shall be filed in the office of the city clerk for use and examination by the public.

**Section 11. Adjustment of Fees and Charges Authorized for 2022.** Notwithstanding any other provision of this Ordinance or the Vancouver Municipal Code, effective immediately and until June 30, 2022, any fee or charge imposed by the Vancouver Municipal Code for which an annual adjustment is authorized by VMC 11.60.160, 14.04.090, 16.40.070, 17.08.130, and 20.180.050 shall be increased by 3.3%, calculated based upon the amount of the 2021 fee or charge. This increase reflects approximately one half of the 2021 percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue Metropolitan Area as prepared by the United States Department of Labor, Bureau of Labor Statistics. As set forth in Exhibit A, the aforementioned changes to fees and charges authorized by 17.08.130 and 20.180.050 have been administratively approved, effective January 1, 2022, pending City Council ratification. The changes set forth in Exhibit A are hereby approved and ratified.

Effective July 1, 2022 and until December 31, 2022, any fee or charge imposed by the Vancouver Municipal Code for which an annual adjustment is authorized by VMC 11.60.160, 14.04.090, 16.40.070, 17.08.130, and 20.180.050 shall be further increased by 3.2%, which reflects the remainder of the 2021 percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bellevue Metropolitan Area as prepared by the United States Department of Labor, Bureau of Labor Statistics.

**Section 12. Severability.** If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

**Section 13. Effective Date.** This ordinance shall be effective immediately upon passage.

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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Anne McEnery-Ogle, Mayor

Attest:

\_\_\_\_\_  
Natasha Ramras, City Clerk

Approved as to form:

\_\_\_\_\_  
Jonathan Young, City Attorney

ORDINANCE - 16

## SUMMARY

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE of the City of Vancouver relating to the annual adjustment of certain City fees and charges to reflect changes in the consumer price index; adopting legislative findings, adding Section 3.08.100 to the Vancouver Municipal Code to provide a uniform methodology for adjustment of certain City fees and charges pursuant to the consumer price index, effective in 2023; amending Section 1.01.080 of the Vancouver Municipal Code to clarify that the City Clerk may update fees and charges to reflect Consumer Price Index (CPI) adjustments authorized by the VMC, amending Sections 11.60.160, 14.04.090, 16.40.070, 17.08.130, 19.11.040, 20.180.050, and 20.915.050 of the Vancouver Municipal Code to incorporate by reference the methodology set forth in new Section 3.08.100; approving and ratifying adjustment of certain City fees and charges for 2022 to reflect changes in the Consumer Price Index for 2021, providing for severability; and setting 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](http://www.cityofvancouver.us) (Go to City Government and Public Records).

# Exhibit A

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



[www.ci.vancouver.wa.us](http://www.ci.vancouver.wa.us)

## MEMORANDUM

TO: Raelyn McJilton, Central Records

FR: Natasha Ramras, City Clerk  
Jonathan Young, City Attorney

DT: December 28, 2021

RE: CPI Administrative Increases  
Pursuant to VMC Chapter 1.01

Pursuant to the authority contained in Vancouver Municipal Code ("VMC") § 1.01.080 - .100, the City Clerk hereby authorizes the Records Custodian to amend the VMC, as attached to and incorporated by reference in this authorization.

City Code prescribes that the United States Bureau of Labor Statistics consumer price index ("CPI") be utilized in establishing inflationary adjustments to City fees. Following review of applicable data, inflationary adjustments of 3.3% are hereby authorized to all of the relevant fees in the VMC 17.08.130 (E) and 20.180.050 pending City Council review and ratification of a lower than official CPI increase. The change will be effective January 1, 2022.

Approved by:

Approved as to form:

*Natasha Ramras*

Natasha Ramras, City Clerk

*Jonathan Young*

Jonathan Young, City Attorney

Exhibit A

Building and Fire Permit Fees: 17.08.130

17.08.130 Fees

Table II. Electrical Permit Fees

Fees are per each item to be installed or altered.

|                                               | 2021     | 2022     |
|-----------------------------------------------|----------|----------|
| Electrical Permit Items (1)                   |          |          |
| Residential                                   |          |          |
| Placement or Altered Service (2)              |          |          |
| Electrical Service 0 - 200 amps with feeder   | \$83.06  | \$85.80  |
| Electrical Service 201 - 600 amps with feeder | \$121.50 | \$125.51 |
| Electrical Service 601 Amps and greater       | \$182.90 | \$188.94 |
| Mobile Home Service or Feeder                 | \$59.50  | \$61.46  |
| Mobile Home Service and Feeder                | \$97.94  | \$101.17 |
| Additional Feeders (2)                        | \$59.50  | \$61.46  |
|                                               |          |          |
| Branch Circuits (4)                           |          |          |
| 1 - 4 Circuits                                | \$59.50  | \$61.46  |
| Each Additional Circuit                       | \$6.82   | \$7.05   |
|                                               |          |          |
| Maintenance/Repair Mast or Meter (3)          | \$45.25  | \$46.74  |
|                                               |          |          |
| Commercial Industrial                         |          |          |
| New or Altered Service/Feeder (5, 6, 7)       |          |          |
| 0 - 100 amps                                  | \$97.94  | \$101.17 |
| 101 - 200 amps                                | \$119.03 | \$122.96 |
| 201 - 400 amps                                | \$228.14 | \$235.67 |
| 401 - 600 amps                                | \$278.48 | \$287.67 |
| 601 - 800 amps                                | \$344.70 | \$356.08 |
| 801 - 1000 amps                               | \$420.33 | \$434.20 |
| 1001 amps and over                            | \$458.77 | \$473.91 |
|                                               |          |          |
| Additional Feeders (6)                        |          |          |
| 0 - 200 amps                                  | \$97.94  | \$101.17 |
| 201 - 600 amps                                | \$228.14 | \$235.67 |
| 601 - 1000 amps                               | \$344.70 | \$356.08 |
| 1001 amps and over                            | \$382.51 | \$395.13 |
|                                               |          |          |
| Maintenance Repair Mast of Meter 1            | \$83.06  | \$85.80  |
|                                               |          |          |
| Branch Circuits Only (4)                      |          |          |
| First 5 Circuits per Branch Circuit Panel     | \$75.64  | \$78.14  |

Exhibit A

|                                                                  |                                          |                                          |
|------------------------------------------------------------------|------------------------------------------|------------------------------------------|
| Each Additional Circuit Per Branch Circuit Panel                 | \$6.82                                   | \$7.05                                   |
|                                                                  |                                          |                                          |
| Over 600 Volts Surcharge Per Permit                              | \$75.64                                  | \$78.14                                  |
| Temporary Service (8)                                            |                                          |                                          |
| 0 - 200 amps with feeder                                         | \$74.39                                  | \$76.84                                  |
| 201 - 400 amps with feeder                                       | \$90.52                                  | \$93.51                                  |
| 401 - 600 amps with feeder                                       | \$121.50                                 | \$125.51                                 |
| 601 amps and over                                                | \$137.64                                 | \$142.18                                 |
| Each Additional Feeder                                           | \$26.65                                  | \$27.53                                  |
|                                                                  |                                          |                                          |
| Low Voltage/Telecommunications (9)                               |                                          |                                          |
| First 2500 square feet or less                                   | \$52.55                                  | \$54.28                                  |
| Each Additional 2500 Square Feet or portion thereof              | \$14.26                                  | \$14.73                                  |
|                                                                  |                                          |                                          |
| Signs and Outline Lighting (10, 11)                              |                                          |                                          |
| First Sign (No Service Included)                                 | \$45.25                                  | \$46.74                                  |
| Each Additional Sign Inspected at Same Time                      | \$21.69                                  | \$22.41                                  |
|                                                                  |                                          |                                          |
| Generators (12)                                                  |                                          |                                          |
| Installed Transfer for Portable Generators                       | \$82.75                                  | \$85.48                                  |
|                                                                  |                                          |                                          |
| Electrical Annual Permit for Commercial Industrial Location (13) |                                          |                                          |
| 1 to 3 Plant Electricians (up to 6 inspections)                  | \$1,094.57                               | \$1,130.69                               |
| 1 to 3 Plant Electricians (up to 12 inspections)                 | \$2,189.12                               | \$2,261.36                               |
| 4 to 6 Plant Electricians (up to 24 inspections)                 | \$4,381.88                               | \$4,526.48                               |
| 7 to 12 Plant Electricians (up to 36 inspections)                | \$6,570.48                               | \$6,787.31                               |
| 13 to 35 Plant Electricians (up to 52 inspections)               | \$8,761.47                               | \$9,050.60                               |
| 25 + Plant Electricians (up to 75 inspections)                   | \$10,953.08                              | \$11,314.53                              |
|                                                                  |                                          |                                          |
| Trip Fees - Rounded to nearest whole dollar                      |                                          |                                          |
| Inspection Requested but Not Ready                               | \$46.00                                  | \$48.00                                  |
| Each Additional Inspection Over 2 Per Permit                     | \$46.00                                  | \$48.00                                  |
| Inspection of Existing Installation                              | \$91.00                                  | \$94.00                                  |
| Progress Inspections Per 1/2 Hour (Minimum)                      | \$46.00                                  | \$48.00                                  |
|                                                                  |                                          |                                          |
| Plan Review                                                      | 35% of permit fee<br>plus submission fee | 35% of permit fee<br>plus submission fee |
|                                                                  |                                          |                                          |

# Exhibit A

|                            |         |                            |
|----------------------------|---------|----------------------------|
| Plan Review Submission Fee | \$76.22 | <del>\$76.22</del> \$78.74 |
|                            |         |                            |
| Permit of Record           | \$30.00 | <del>\$30.00</del> \$31.00 |
|                            |         |                            |
| Minimum Fee (14)           | \$74.39 | <del>\$74.39</del> \$76.84 |

Footnotes:

1. A maximum of two inspections are provided per permit. Additional inspections will be subject to Trip Fee assessment.
2. Service and feed must be inspected together when using this fee. Inspections at different times requires a ~~\$58.00~~ \$60.00 fee for each inspection.
3. Scope of work is limited to wind, weather, vehicular or terminal failure damage to existing systems. May also include the repair or replacement of the mast, meter and conductors up to the first point of termination on the service or building disconnecting means. Relocated meters or masts and overhead-underground conversions shall be evaluated as altered services.
4. Altered or added circuits calculated per panelboard.
5. Service and feed must be inspected together when using this fee. Inspections at different times requires the Service Fee plus additional fee calculated Commercial Additional Feeders fee.
6. All field installed power transformers that are the source of a separately derived system shall have both their primary and secondary feeds identified/fee valued. All multi-section lighting and appliance branch circuit panelboards shall have each section evaluated/fee valued. All feeder taps that terminate in an overcurrent device rated 30 amps or larger shall be identified/fee valued.
7. Multiple section switch boards that have continuous, full ampacity bussing between sections shall be fee valued as single feeders Switchboard subsections that have reduced ampacity bussing and individual overcurrent protection for the section shall be evaluated as additional feeders.
8. Service and feed must be inspected together when using this fee. Inspections at different times requires an additional fee per the Service and Fee schedule.
9. Low voltage and telecommunications systems includes all telecommunication systems, fire alarms, burglar alarms, nurse call, intercom, security systems, energy management controls, HVAC/refrigeration control, industrial and automation control systems, lighting controls, stand alone sound systems, public address and similar low energy circuits and equipment in all occupancy except one and two family dwellings as regulated by the International Residential Code. Multiple low-voltage systems installed by a single contractor at a single address and ready for a single inspection, may be fee valued at one fee.
10. Service or feeder equipment installed exclusively to power a sign shall be fee valued at the Commercial Industrial Service fee schedule.

Exhibit A

11. Multiple sign faces and enclosures mounted on the same structure, each disconnecting means or set of disconnects to a separate enclosure shall be considered an individual sign. For outline lighting, neon channel letters and skeletal neon lighting, a sign will be defined as the sign transformer or power supply fed by a primary sign circuit.
12. Permanently installed generators shall be fee valued under the appropriate residential or commercial service/feeder schedule.
13. For commercial and industrial location employing full-time electrical maintenance staff or having a yearly maintenance contract with a licensed electrical contractor. All yearly maintenance contracts must detail the number of contract electricians necessary to do the work required under the contract. This number will be used for calculating the fees. Each inspection is based on a 2 hour maximum. Annual permits are valid for inspection at one facility (site) only.
14. The electrical permit fee shall be the calculated fee per the fee table or the minimum fee, whichever is greater, except Trip Fees which will be calculated from the fee schedule.

17.08.130 Fees

Table III. Mechanical Permit Fees.

Fees are per each item to be installed or altered.

|                                             | 2021    | 2022    |
|---------------------------------------------|---------|---------|
| Mechanical Permit Item (1)                  |         |         |
| Heating and Cooling                         |         |         |
| A/C or Heat Pump                            | \$13.62 | \$14.07 |
| Furnace < 100,000 BTU (ducts/vents)         | \$13.62 | \$14.07 |
| Furnace > 100,000 BTU (ducts/vents)         | \$17.98 | \$18.57 |
| Gas Heat Pump                               | \$13.62 | \$14.07 |
| Duct Work                                   | \$13.62 | \$14.07 |
| Hydronic Hot Water System                   | \$13.62 | \$14.07 |
| Residential Boiler (Radiator or Hydronic)   | \$13.62 | \$14.07 |
| Unit Heater (Recessed, Suspended, Etc.)     | \$13.62 | \$14.07 |
| Flue or Vent for Heating/Cooling            | \$13.62 | \$14.07 |
|                                             |         |         |
| Other Fuel Appliances                       |         |         |
| Water Heater                                | \$13.62 | \$14.07 |
| Gas Fireplace                               | \$13.62 | \$14.07 |
| Flue Vent for Water Heater or Gas Fireplace | \$13.62 | \$14.07 |
| Log Lighter (Gas)                           | \$13.62 | \$14.07 |
| Wood/Pellet Stove                           | \$13.62 | \$14.07 |
| Wood Fireplace/Insert                       | \$13.62 | \$14.07 |
| Chimney/Liner/Flue/Vent                     | \$13.62 | \$14.07 |
|                                             |         |         |
| Environmental Exhaust and Ventilation       |         |         |

Exhibit A

|                                                                         |                                             |                                          |
|-------------------------------------------------------------------------|---------------------------------------------|------------------------------------------|
| Range Hood or Kitchen Equipment                                         | \$13.62                                     | \$14.07                                  |
| Clothes Dryer Exhaust                                                   | \$13.62                                     | \$14.07                                  |
| Single Duct Exhaust                                                     | \$13.62                                     | \$14.07                                  |
| Attic/Crawl Space Fan                                                   | \$13.62                                     | \$14.07                                  |
|                                                                         |                                             |                                          |
| <b>Fuel Piping</b>                                                      |                                             |                                          |
| Fuel Piping: 1 - 4 Outlets                                              | \$5.57                                      | \$5.75                                   |
| Fuel Piping: More Than 4 Outlets, Each                                  | \$1.24                                      | \$1.28                                   |
|                                                                         |                                             |                                          |
| <b>Mechanical Annual Permit for Commercial Industrial Locations (4)</b> |                                             |                                          |
| 1 to 3 Plant Mechanical Technicians (up to 6 inspections)               | \$1,094.57                                  | \$1,130.69                               |
| 1 to 3 Plant Mechanical Technicians (up to 12 inspections)              | \$2,189.12                                  | \$2,261.36                               |
| 4 to 6 Plant Mechanical Technicians (up to 24 inspections)              | \$4,381.88                                  | \$4,526.48                               |
| 7 to 12 Plant Mechanical Technicians (up to 36 inspections)             | \$6,570.48                                  | \$6,787.31                               |
| 13 to 35 Plant Mechanical Technicians (up to 52 inspections)            | \$8,761.48                                  | \$9,050.61                               |
| 25+ Plant Mechanical Technicians (up to 75 inspections)                 | \$10,953.07                                 | \$11,314.52                              |
|                                                                         |                                             |                                          |
| <b>Plan Review Fee</b>                                                  | 35% of Permit Fee<br>Plus Submission<br>Fee | 35% of Permit Fee<br>Plus Submission Fee |
|                                                                         |                                             |                                          |
| Plan Review Submission Fee                                              | \$76.22                                     | \$78.74                                  |
|                                                                         |                                             |                                          |
| <b>Other (2)</b>                                                        |                                             |                                          |
| Minimum Fee: Gas Water Heater (3)                                       | \$63.84                                     | \$65.95                                  |
| Minimum Fee: All Others                                                 | \$74.39                                     | \$76.84                                  |
|                                                                         |                                             |                                          |
| <b>Trip Fees - Rounded to nearest whole dollar</b>                      |                                             |                                          |
| Inspection Requested but Not Ready                                      | \$46.00                                     | \$48.00                                  |
| Each Additional Inspection Over 2 Per Permit                            | \$46.00                                     | \$48.00                                  |
| Inspection of Existing Installation                                     | \$91.00                                     | \$94.00                                  |
| Progress Inspections Per 1/2 Hour (Minimum)                             | \$46.00                                     | \$48.00                                  |
| Minimum Fee (2)                                                         | \$74.39                                     | \$76.84                                  |

Footnotes:

# Exhibit A

- 1. A maximum of two inspections are provided with each permit. Additional inspections will be assessed a trip fee.
- 2. The mechanical permit fee shall be the calculated fee per the fee table or the minimum fee, whichever is greater.
- 3. For replacement in like kind, requiring no new power/fuel source or venting system.
- 4. For commercial and industrial location employing full-time mechanical maintenance staff or having a yearly maintenance contract with a licensed mechanical contractor. All yearly maintenance contracts must detail the number of contract mechanical technicians necessary to do the work required under the contract. This number will be used for calculating the fees. Each inspection is based on a 2-hour maximum. Annual permits are valid for inspection at one facility (site) only.

17.08.130 Fees

Table IV. Plumbing Permit Fees.

Fees are per each item to be installed or altered.

|                                             | 2021    | 2022    |
|---------------------------------------------|---------|---------|
| Plumbing Item (1)                           |         |         |
| Site Utilities                              |         |         |
| Catch Basin                                 | \$14.26 | \$14.73 |
| Drywell, leach line, trench drain           | \$14.26 | \$14.73 |
| Manufactured home utilities                 | \$92.90 | \$95.97 |
| Manholes                                    | \$14.26 | \$14.73 |
| Rain Drain Connector                        | \$14.26 | \$14.73 |
| Footing Drain (1st 100 feet)                | \$46.47 | \$48.00 |
| Footing Drain (Each Additional 100 Feet)    | \$39.04 | \$40.33 |
| Sanitary Service (1st 100 feet)             | \$46.47 | \$48.00 |
| Sanitary Service (Each Additional 100 Feet) | \$39.04 | \$40.33 |
| Storm Service (1st 100 Feet)                | \$46.47 | \$48.00 |
| Storm Service (Each Additional 100 Feet)    | \$39.04 | \$40.33 |
| Water Service (1st 100 Feet)                | \$46.47 | \$48.00 |
| Water Service (Each Additional 100 Feet)    | \$39.04 | \$40.33 |
|                                             |         |         |
| Fixture or Item                             |         |         |
| Absorption Value                            | \$14.26 | \$14.73 |
| Backflow Preventer: Commercial              | \$39.04 | \$40.33 |
| Backflow Preventer: Residential             | \$22.94 | \$23.70 |
| Backwater Valve                             | \$14.26 | \$14.73 |
| Clothes Washer                              | \$14.26 | \$14.73 |
| Dishwasher                                  | \$14.26 | \$14.73 |
| Drinking Fountain                           | \$14.26 | \$14.73 |
| Ejectors/Sump Pump                          | \$14.26 | \$14.73 |
| Expansion Tank                              | \$14.26 | \$14.73 |
| Fixture/Sewer Cap                           | \$14.26 | \$14.73 |

Exhibit A

|                                                                |                                                                        |                                                                        |
|----------------------------------------------------------------|------------------------------------------------------------------------|------------------------------------------------------------------------|
| Floor Drain/Floor Sink/Hub                                     | \$14.26                                                                | \$14.73                                                                |
| Garbage Disposal                                               | \$14.26                                                                | \$14.73                                                                |
| Hose Bib                                                       | \$14.26                                                                | \$14.73                                                                |
| Ice Maker                                                      | \$14.26                                                                | \$14.73                                                                |
| Interceptor/Grease Trap                                        | \$14.26                                                                | \$14.73                                                                |
| Primer                                                         | \$14.26                                                                | \$14.73                                                                |
| Rain Drain: Commercial                                         | \$14.26                                                                | \$14.73                                                                |
| Rain Drain: Single-Family Residential                          | \$55.19                                                                | \$57.01                                                                |
| Sink/Basin/Lavatory                                            | \$14.26                                                                | \$14.73                                                                |
| Tub/Shower/Shower Pan                                          | \$14.26                                                                | \$14.73                                                                |
| Urinal                                                         | \$14.26                                                                | \$14.73                                                                |
| Water Closet                                                   | \$14.26                                                                | \$14.73                                                                |
| Water Heater                                                   | \$14.26                                                                | \$14.73                                                                |
|                                                                |                                                                        |                                                                        |
| Medical Gas Systems (Valuation)                                |                                                                        |                                                                        |
| \$1 - \$5,000 Valuation                                        | \$63.13                                                                | \$65.21                                                                |
| \$5,001 - \$10,000 Valuation                                   | \$63.13 plus \$1.24 for each \$1,000 or fraction thereof over \$5,000  | \$65.21 plus \$1.28 for each \$1,000 or fraction thereof over \$5,000  |
| \$10,001 and over Valuation                                    | \$69.33 plus \$1.24 for each \$1,000 or fraction thereof over \$10,000 | \$71.62 plus \$1.28 for each \$1,000 or fraction thereof over \$10,000 |
|                                                                |                                                                        |                                                                        |
| Other (2)                                                      |                                                                        |                                                                        |
| Minimum Fee: Electrical Water Heater                           | \$63.84                                                                | \$65.95                                                                |
| Minimum Fee: Residential Backflow                              | \$63.84                                                                | \$65.95                                                                |
| Minimum Fee: All Other                                         | \$74.39                                                                | \$76.84                                                                |
|                                                                |                                                                        |                                                                        |
| Plumbing Annual Permit for Commercial Industrial Locations (3) |                                                                        |                                                                        |
| 1 to 3 Plant Plumbers (up to 6 inspections)                    | \$1,094.57                                                             | \$1,130.69                                                             |
| 1 to 3 Plant Plumbers Technicians (up to 12 inspections)       | \$2,189.12                                                             | \$2,261.36                                                             |
| 4 to 6 Plant Plumbers (up to 24 inspections)                   | \$4,381.88                                                             | \$4,526.48                                                             |
| 7 to 12 Plant Plumbers (up to 36 inspections)                  | \$6,570.48                                                             | \$6,787.31                                                             |
| 13 to 35 Plant Plumbers (up to 52 inspections)                 | \$8,761.47                                                             | \$9,050.60                                                             |
| 25+ Plant Plumbers (up to 75 inspections)                      | \$10,953.07                                                            | \$11,314.53                                                            |
|                                                                |                                                                        |                                                                        |

Exhibit A

| Plan Review Fee                              | 35% of Permit Fee<br>Plus Submission<br>Fee | 35% of Permit Fee<br>Plus Submission Fee |
|----------------------------------------------|---------------------------------------------|------------------------------------------|
| Plan Review Submission Fee                   | \$76.22                                     | \$78.74                                  |
|                                              |                                             |                                          |
| Trip Fees - Rounded to nearest whole dollar  |                                             |                                          |
| Inspection Requested but Not Ready           | \$46.00                                     | \$48.00                                  |
| Each Additional Inspection Over 2 Per Permit | \$46.00                                     | \$48.00                                  |
| Inspection of Existing Installation          | \$91.00                                     | \$94.00                                  |
| Progress Inspections Per 1/2 Hour (Minimum)  | \$46.00                                     | \$48.00                                  |
| Minimum Fee (2)                              | \$74.39                                     | \$76.84                                  |

Footnotes:

1. A maximum of two inspections are provided with the permit. Additional inspections will be assessed a Trip Fee.
2. The plumbing permit fee shall be the calculated fee per the fee table or the minimum fee, whichever is greater.
3. For commercial and industrial location employing full-time plumbing maintenance staff or having a yearly maintenance contract with a licensed plumbing contractor. All yearly maintenance contracts must detail the number of contract plumbers necessary to do the work required under the contract. This number will be used for calculating the fees. Each inspection is based on a 2-hour maximum. Annual permits are valid for inspection at one facility (site) only.

VALUATION BASED FEES (4.1 Table IV.1) ON NEXT TAB

17.08.130 Fees

Table V. Plan Review Fees

| Review                                                         | Fee                                                          |
|----------------------------------------------------------------|--------------------------------------------------------------|
| Building Plan Review                                           | 65% of Building Permit Fee<br>(100% for "Fast Track" Review) |
| Single Permit Plan Review                                      | 50% of Single Permit Fee<br>(77% for "Fast Track" Review)    |
| Fire Plan Review<br>(Commercial and Multi-Family Permits Only) | 65% of the Fire Building Permit Fee                          |
| Mechanical or Plumbing Plan Review                             | 35% of Permit Fee                                            |
| Electrical Plan Review                                         | 35% of Permit Fee plus Submission Fee                        |

Exhibit A

17.08.130 Fees

Table VI. Grading and erosion control permit and plan review fees.

|                                             | 2021 FEES       | 2021 FEES         | 2022 FEES       | 2022 FEES         |
|---------------------------------------------|-----------------|-------------------|-----------------|-------------------|
| BUILDING - GRADING AND EROSION CONTROL      | Plan Review Fee | Permit Fee        | Plan Review Fee | Permit Fee        |
| 10 to 50 c.y.                               |                 | \$29.13           |                 | \$30.09           |
| 51 to 100 c.y.                              | \$29.13         | \$45.87           | \$30.09         | \$47.38           |
| 101 to 1,000 c.y.                           |                 |                   |                 |                   |
| Base Fee                                    | \$45.87         | \$45.87           | \$47.38         | \$47.38           |
| Plus fee per 100 c.y. (or fraction thereof) |                 | \$21.69           |                 | \$22.41           |
| 1,001 to 10,000 c.y.                        |                 |                   |                 |                   |
| Base Fee                                    | \$61.07         | \$241.16          | \$63.09         | \$249.12          |
| Plus per 1,000 c.y. (or fraction thereof)   |                 | \$17.98           |                 | \$18.57           |
| 10,001 to 100,000 c.y.                      |                 |                   |                 |                   |
| Base fee for first 10,000 c.y.              | \$61.07         | \$402.97          | \$63.09         | \$416.27          |
| Plus per 10,000 c.y. (or fraction thereof)  | \$30.37         | \$81.85           | \$31.37         | \$84.55           |
| 100,001 to 200,000 c.y.                     |                 |                   |                 |                   |
| Base fee for first 100,000 c.y.             | \$334.47        | \$1,139.49        | \$345.51        | \$1,177.09        |
| Plus per 10,000 c.y. (or fraction thereof)  | \$16.42         | \$45.25           | \$16.96         | \$46.74           |
| 200,001 c.y. or more                        |                 |                   |                 |                   |
| Base fee for first 200,000 c.y.             | \$498.77        | Use 100,001 above | \$515.23        | Use 100,001 above |
| Plus per 10,000 c.y. (or fraction thereof)  | \$9.00          | Use 100,001 above | \$9.30          | Use 100,001 above |

17.08.130 Fees

Table VII. Fire Fees

|                                        |                                         | 2021 FEES | 2021 FEES             | 2022 FEES | 2022 FEES             |
|----------------------------------------|-----------------------------------------|-----------|-----------------------|-----------|-----------------------|
| No.                                    | Activity                                | Base Fee  | Per Head<br>or Device | Base Fee  | Per Head<br>or Device |
| FIRE PROTECTION SYSTEMS AND COMPONENTS |                                         |           |                       |           |                       |
| 1.                                     | Fire Pumps (each pump)                  |           |                       |           |                       |
|                                        | a) Review                               | \$ 267.00 |                       | \$ 289.60 |                       |
|                                        | b) Inspection                           | \$ 718.00 |                       | \$ 778.78 |                       |
| 2.                                     | Stand Pipes System (each stand pipe)    |           |                       |           |                       |
|                                        | a) Review                               | \$ 100.00 |                       | \$ 108.47 |                       |
|                                        | b) Inspection                           | \$ 201.00 |                       | \$ 218.01 |                       |
| 3.                                     | Underground Fire Service (each lateral) |           |                       |           |                       |
|                                        | a) Review                               | \$ 71.00  |                       | \$ 77.01  |                       |
|                                        | b) Inspection                           | \$ 201.00 |                       | \$ 218.01 |                       |
| 4.                                     | Fire Sprinklers (each system)           |           |                       |           |                       |
|                                        | a) Review                               | \$ 215.00 | \$ 2.15               | \$ 233.20 | \$ 2.33               |
|                                        | b) Inspection                           | \$ 215.00 | \$ 3.56               | \$ 233.20 | \$ 3.86               |

Exhibit A

|    |                                                                                                                                                                                                                                                                                       |           |         |           |         |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------|-----------|---------|
| B. | Fire Sprinkler Tenant Improvements:                                                                                                                                                                                                                                                   |           |         |           |         |
|    | Category 1: AFFIDAVIT 1 TO 10 heads:                                                                                                                                                                                                                                                  |           |         |           |         |
|    | (Limited to arm-overs and drops with a head location diagram for inspection reference)                                                                                                                                                                                                |           |         |           |         |
|    | a) Review                                                                                                                                                                                                                                                                             | \$ -      | \$ -    |           |         |
|    | b) Inspection                                                                                                                                                                                                                                                                         | \$ 71.00  | \$ -    | \$ 77.01  |         |
|    |                                                                                                                                                                                                                                                                                       |           |         |           |         |
|    | Category 2: AFFIDAVIT 11 to 20 heads:                                                                                                                                                                                                                                                 |           |         |           |         |
|    | (Limited to arm-overs and drops in a light hazard occupancy with a head location diagram for inspection reference)                                                                                                                                                                    |           |         |           |         |
|    | a) Review                                                                                                                                                                                                                                                                             | \$ -      | \$ -    |           |         |
|    | b) Inspection                                                                                                                                                                                                                                                                         | \$ 144.00 | \$ -    | \$ 156.19 |         |
|    |                                                                                                                                                                                                                                                                                       |           |         |           |         |
|    | Category 3: Fire Sprinkler alterations that involve only changing heads of the same performance characteristics and minor adjustments to drop lengths:                                                                                                                                |           |         |           |         |
|    | a) Review                                                                                                                                                                                                                                                                             | \$ -      |         |           |         |
|    | b) Inspections                                                                                                                                                                                                                                                                        | \$ 144.00 | \$ 2.15 | \$ 156.19 | \$ 2.33 |
|    | Caterfory 4: Fire Sprinkler system alterations or additions that don't fall under Caterfory 1,2, or 3:                                                                                                                                                                                |           |         |           |         |
|    | (With full Plans)                                                                                                                                                                                                                                                                     |           |         |           |         |
|    | a) Review                                                                                                                                                                                                                                                                             | \$ 71.00  | \$ 0.69 | \$ 77.01  | \$ 0.75 |
|    | b) Inspections                                                                                                                                                                                                                                                                        | \$ 144.00 | \$ 2.15 | \$ 156.19 | \$ 2.33 |
|    |                                                                                                                                                                                                                                                                                       |           |         |           |         |
| C. | Dry Pipe, Antifreeze, Pre-Action (each in addition to fire sprinkler system)                                                                                                                                                                                                          |           |         |           |         |
|    | a) Review                                                                                                                                                                                                                                                                             | \$ 100.00 |         | \$ 108.47 |         |
|    | b) Inspection                                                                                                                                                                                                                                                                         | \$ 201.00 |         | \$ 218.01 |         |
| 5. | Clean Agent System (CO2, FM-200, Inergen, etc.)                                                                                                                                                                                                                                       |           |         |           |         |
|    | a) Review                                                                                                                                                                                                                                                                             | \$ 358.00 |         | \$ 388.30 |         |
|    | b) Inspection                                                                                                                                                                                                                                                                         | \$ 503.00 |         | \$ 545.58 |         |
| 6. | Commercial Cooking Hood and Duct Protection (per new system)                                                                                                                                                                                                                          |           |         |           |         |
|    | a) Review                                                                                                                                                                                                                                                                             | \$ 258.00 |         | \$ 279.84 |         |
|    | b) Inspection                                                                                                                                                                                                                                                                         | \$ 173.00 |         | \$ 187.64 |         |
|    |                                                                                                                                                                                                                                                                                       |           |         |           |         |
|    | Commercial Cooking Hood and Duct Protection Minor Revisions ( Permit not required if modification is limited to normal maintenance, replacing or reconfiguring heads and no increase in flow points used.) Applicant to notify Fire Marshals's Office of loaction and extent of work. |           |         |           |         |
|    | a) Review                                                                                                                                                                                                                                                                             | \$ -      |         |           |         |
|    | b) Inspection                                                                                                                                                                                                                                                                         | \$ -      |         |           |         |
| 7. | Fire Alarm Systems - Minor (additions, no new panel, up to 10 devices)                                                                                                                                                                                                                |           |         |           |         |

Exhibit A

|               |                                                                                                                                                                        |                                                    |                  |           |           |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|------------------|-----------|-----------|
|               | Category 1: Affidavit 1-4 devices (limited to spot smoke or heat detectors, horn/stobes, strobes, horns, mini-horns, manual pull stations or one communication device) |                                                    |                  |           |           |
|               | a) Review                                                                                                                                                              | No Review Fees for Fire Alarms Minor per Ordinance |                  |           |           |
|               | b) Inspections                                                                                                                                                         | \$ 125.00                                          |                  | \$ 135.58 |           |
|               | Category 2: Modifications of up to 10 devices not qualifying for affidavit (e.g., additions, no new panel)                                                             |                                                    |                  |           |           |
|               | a) Review                                                                                                                                                              | \$ 71.00                                           | \$ 2.87          | \$ 77.01  | \$ 3.11   |
|               | b) Inspections                                                                                                                                                         | \$ 144.00                                          | \$ 7.20          | \$ 156.19 | \$ 7.81   |
| 8.            | Fire Alarm Systems - Major (new panel or 11+ devices, central station)                                                                                                 |                                                    |                  |           |           |
|               | a) Review                                                                                                                                                              | \$ 215.00                                          | \$ 2.87          | \$ 233.20 | \$ 3.11   |
|               | b) Inspection                                                                                                                                                          | \$ 215.00                                          | \$ 7.20          | \$ 233.20 | \$ 7.81   |
| OTHER PERMITS |                                                                                                                                                                        |                                                    |                  |           |           |
| 9.            | Underground Tank Demolition (each tank)                                                                                                                                |                                                    |                  |           |           |
|               | a) Review                                                                                                                                                              | \$ -                                               | \$ -             |           |           |
|               | b) Inspection                                                                                                                                                          | \$ 25.00                                           | \$ -             | \$ 27.12  |           |
| 10.           | Smoke Control Systems (up to 3 shafts)                                                                                                                                 |                                                    | Each add'l shaft |           |           |
|               | a) Review                                                                                                                                                              | \$ 431.00                                          | \$ 144.00        | \$ 467.48 | \$ 156.19 |
|               | b) Inspections                                                                                                                                                         | \$ 860.00                                          | \$ 287.00        | \$ 932.80 | \$ 311.29 |
|               |                                                                                                                                                                        |                                                    |                  |           |           |
|               | Other Smoke Control (atriums, malls, others)                                                                                                                           |                                                    |                  |           |           |
|               | a) Review                                                                                                                                                              | \$ 431.00                                          | \$ 144.00        | \$ 467.48 | \$ 156.19 |
|               | b) Inspections                                                                                                                                                         | \$ 860.00                                          | \$ 287.00        | \$ 932.80 | \$ 311.29 |
| TRIP FEES     |                                                                                                                                                                        |                                                    |                  |           |           |
| 11.           | Trip Fee Assessment                                                                                                                                                    | \$ 53.00                                           |                  | \$ 57.49  |           |

17.08.130 Fees Footnotes

Footnotes:

1. Trip Fees are intended to recover actual costs and may be assessed where the requested inspections are for work that is not ready for inspection, the work is not accessible for inspection, or the appropriate personnel or documentation is not on site.

G 8. Other inspection and service fees

a. Other inspections outside of the normal business hours (8:00 a.m./5:00 p.m.) shall be a minimum fee of ~~\$288.00~~ \$296.00 per inspector providing a maximum of two hours of inspection per trip. Additional consecutive hours of inspection are ~~\$144.00~~ \$148.00 per hour per inspector. Inspector is defined as a building inspector, electrical inspector and/or a deputy fire marshal.

b. Re-inspection fees when required shall be ~~\$144.00~~ \$148.00 per hour, with a minimum of ~~\$72.00~~ \$74.00 per inspection.

c. Inspections for which no fee is established shall be ~~\$144.00~~ \$148.00 per hour, with a minimum of ~~\$72.00~~ \$74.00 per inspection

# Exhibit A

- d. Additional plan review time required due to changes or revisions to already approved construction documents and plans shall be calculated at ~~\$144.00~~ **\$148.00** per hour, but shall not exceed an amount equal to the original plan check fee. Major revisions to construction documents or plans after approval or during plan review shall require a new plan review fee.
- e. There shall be a ~~\$30.00~~ **\$31.00** issuance fee added for each permit identified in Tables I (Building Permit Fees), VI (Grading and Erosion Control Permit and Plan Review Fees), and VII (Fire Fees).
- f. Permit fees not clearly defined by this section, or fees that are found by the building official and/or fire code official to be inequitable using a valuation base, shall be determined by the building official and/or fire code official by using a rational cost-of-service analysis. Fee determinations in such cases shall be made available to the public and disseminated to the applicable segments of the construction industry for use in future such cases.
- g. Expiration date extension fee. A fee of \$40.00 shall be assessed to process a permit expiration date extension request for CMI and RES permits. A fee of \$26.00 shall be assessed to process expiration date extension requests for other permit types covered under this title.
- h. *Fee refunds* . Requests for fee refunds must be made in writing by the permittee. The building official and/or fire official may authorize refund of a fee paid as follows:
- i. Refunding of not more than 80 percent of the permit fee paid when no work has commenced under a permit issued in accordance with this code.
  - ii. Authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any examination time has been expended.
  - iii. There shall be no refunding of any fee paid except upon written application filed by the original applicant no later than 180 days after the date of fee payment.
- i. *Re-inspection/Trip Fees*. A re-inspection/trip fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called for is not complete or when corrections called for are not made.
- i. Re-inspection/trip fees are designed to discourage the practice of calling for inspections before the job is ready for such inspection or re-inspection.
  - ii. Re-inspection/trip fees may also be assessed under the following circumstances:
    - A. When the inspection record card and permit is not posted or otherwise available on the work site.
    - B. When approved plans are not readily available to the inspector for failure to provide access on the date the inspection is scheduled.
    - C. When there is deviation from the approved plans.
    - D. When required corrections have not been completed upon request for re-inspection.
    - E. When the cost per hour of inspection or re-inspection has exceeded the permit fee paid. A minimum of three inspections per category are allowed for all "single permit fee" permits.
  - iii. The permittee or their designated agent shall pay the required fee as set forth in the fee schedule and noted in the re-inspection/trip fee notice.
  - iv. In instances where re-inspection/trip fees have been assessed, additional inspection of the work will not be performed until the required fee has been paid.
  - v. Reinspection/trip fees will be assessed on Electrical, Plumbing and Mechanical Permits where the number of requested inspections exceeds two. Reinspection fees may be assessed on all other permits where the number of requested inspections in a required inspection category exceeds three. See VMC 17.08.090(G) for limited trade reinspection fee requirements.
- j. *Work commencing before permit issuance*. Any person who commences any work on a building, structure, electrical, gas, mechanical, plumbing system, fire sprinkler, fire alarm system and/or other fire code permits before obtaining the necessary permits shall be subject to an investigation fee established by the building official and/or fire code official in addition to the required fees as set forth in this code.
- i. The investigation fee for work commencing before permit issuance shall be the same as the required permit fees contained in the fee tables.
  - ii. The investigation fee shall be paid prior to or at the time of the permit issuance.
  - iii. The payment of the investigation fee shall not exempt an applicant from compliance with all provisions of the Vancouver Municipal Code or other applicable laws.
  - iv. Such investigation fees may be in addition to any other penalty assessed under VMC Title 22.

(Ord. M-4247 § 3, 2018; ACM dated 12/12/2018, CPI Increase; ACM dated 11/7/2018, CPI Increase; ACM dated 12/19/2017, CPI Increase; ACM dated 11/23/2016, CPI Increase; Ord. M-4165 § 4, 2016; ACM dated 12/31/2015, CPI Increase; Ord. M-4079 § 11, 2014; ACM dated 1/1/2014, CPI Increase; Ord. M-4052 § 7, 2013; Ord. M-4034 § 40, 2012; Ord. M-4013 § 1, 2012; ACM dated 1/4/2012, CPI Increase; ACM dated 12/1/2010, CPI Increase per 17.08.130; Ord. M-3958 § 14, 2010; ACM dated 12/14/2009, Calculation Error In Table I; Ord. M-3932 § 1, 2009; Ord. M-3895 § 1, 2008; Ord. M-3883 § 1, 2008; Ord. M-3863 § 9, 2008; Ord. M-3748 § 1, 2006; Ord. M-3660 § 4, 2004)

# Exhibit A

## 17.08.130 Fees

### TABLE I Building Permit Fees

#### 2021 Fees

| Valuation                          | Permit Fees                                                                                                                                                                            |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| \$1 to \$500                       | \$29.13                                                                                                                                                                                |
| \$501 to \$2,000                   | \$29.13 for the first \$500 plus \$3.78 for each additional \$100 or fraction thereof up to and including \$2,000                                                                      |
| \$2,001 to \$25,000                | \$85.86 for the first \$2,000 plus \$17.36 for each additional \$1,000 or fraction thereof up to and including \$25,000                                                                |
| \$25,001 to \$50,000               | \$485.49 for the first \$25,000 plus \$12.51 for each additional \$1,000 or fraction thereof up to and including \$50,000                                                              |
| \$50,001.00 to \$100,000.00        | \$798.54 for the first \$50,000 plus \$8.67 for each additional \$1,000 or fraction thereof up to and \$100,000                                                                        |
| \$100,001 to \$500,000             | \$1,232.07 for the first \$100,000 plus \$6.92 for each additional \$1,000 or fraction thereof up to and including \$500,000                                                           |
| \$500,001 to \$1,000,000           | \$4,003.05 for the first \$500,000 plus \$5.89 for each additional \$1,000 or fraction thereof                                                                                         |
| \$1,000,001 & Up                   | \$6,948.35 for the first \$1,000,000 plus \$3.90 for each additional \$1,000 or fraction thereof                                                                                       |
| Manufactured Structures Set-Up Fee | \$178.56 per section, with a minimum fee of \$357.12 per permit (this fee is in addition to the valuation-based fee for the site improvements required in addition to the set-up fee). |

## 17.08.130 Fees

### TABLE I Building Permit Fees

#### 2022 Fees

| Valuation                          | Permit Fees                                                                                                                                                                                          |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| \$1 to \$500                       | <b>\$30.09</b>                                                                                                                                                                                       |
| \$501 to \$2,000                   | <b>\$30.09</b> for the first \$500 plus <b>\$3.90</b> for each additional \$100 or fraction thereof up to and including \$2,000                                                                      |
| \$2,001 to \$25,000                | <b>\$88.69</b> for the first \$2,000 plus <b>\$17.93</b> for each additional \$1,000 or fraction thereof up to and including \$25,000                                                                |
| \$25,001 to \$50,000               | <b>\$501.51</b> for the first \$25,000 plus <b>\$12.92</b> for each additional \$1,000 or fraction thereof up to and including \$50,000                                                              |
| \$50,001.00 to \$100,000.00        | <b>\$824.89</b> for the first \$50,000 plus <b>\$8.96</b> for each additional \$1,000 or fraction thereof up to and \$100,000                                                                        |
| \$100,001 to \$500,000             | <b>\$1,272.73</b> for the first \$100,000 plus <b>\$7.15</b> for each additional \$1,000 or fraction thereof up to and including \$500,000                                                           |
| \$500,001 to \$1,000,000           | <b>\$4,135.15</b> for the first \$500,000 plus <b>\$6.08</b> for each additional \$1,000 or fraction thereof                                                                                         |
| \$1,000,001 & Up                   | <b>\$7,177.65</b> for the first \$1,000,000 plus <b>\$4.03</b> for each additional \$1,000 or fraction thereof                                                                                       |
| Manufactured Structures Set-Up Fee | <b>\$184.45</b> per section, with a minimum fee of <b>\$368.90</b> per permit (this fee is in addition to the valuation-based fee for the site improvements required in addition to the set-up fee). |

Footnotes:

1. For Commercial and Multi-Family Residential permits, an additional fee per **Table IV.1 - Fire - Building Permit Fees** shall be added to the amounts listed in Table I - Building Permit Fees, to cover actual costs relating to Fire Department acceptance inspection work.

## 17.08.130 Fees

**4.1 Table IV.1 - These fees apply to multi-family residential and commercial building permits for approval and acceptance by the Vancouver Fire Marshal's Office.**

# Exhibit A

## 2021 Fees

| Valuation                          | Permit Fees                                                                                                                  |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| \$1 to \$500                       | \$13.03                                                                                                                      |
| \$501 to \$2,000                   | \$13.03 for the first \$500 plus \$0.34 for each additional \$100 or fraction thereof up to and including \$2,000            |
| \$2,001 to \$25,000                | \$18.05 for the first \$2,000 plus \$1.30 for each additional \$1,000 or fraction thereof up to and including \$25,000       |
| \$25,001 to \$50,000               | \$48.06 for the first \$25,000 plus \$0.98 for each additional \$1,000 or fraction thereof up to and including \$50,000      |
| \$50,001 to \$100,000              | \$72.30 for the first \$50,000 plus \$0.63 for each additional \$1,000 or fraction thereof up to and including \$100,000     |
| \$100,001 to \$500,000             | \$104.61 for the first \$100,000 plus \$0.57 for each additional \$1,000 or fraction thereof up to and including \$500,000   |
| \$500,001 to \$1,000,000           | \$334.35 for the first \$500,000 plus \$0.53 for each additional \$1,000 or fraction thereof up to and including \$1,000,000 |
| \$1,000,001 & up                   | \$597.61 for the first \$1,000,000 plus \$0.34 for each additional \$1,000 or fraction thereof                               |
| Manufactured Structures Set-Up Fee | \$13.03 per section, with a minimum fee of \$26.07 per permit                                                                |

## 17.08.130 Fees

### 4.1 Table IV.1

## 2022 Fees

| Valuation                          | Permit Fees                                                                                                                                |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| \$1 to \$500                       | <b>\$13.46</b>                                                                                                                             |
| \$501 to \$2,000                   | <b>\$13.46</b> for the first \$500 plus <b>\$0.35</b> for each additional \$100 or fraction thereof up to and including \$2,000            |
| \$2,001 to \$25,000                | <b>\$18.65</b> for the first \$2,000 plus <b>\$1.34</b> for each additional \$1,000 or fraction thereof up to and including \$25,000       |
| \$25,001 to \$50,000               | <b>\$49.65</b> for the first \$25,000 plus <b>\$1.01</b> for each additional \$1,000 or fraction thereof up to and including \$50,000      |
| \$50,001 to \$100,000              | <b>\$74.69</b> for the first \$50,000 plus <b>\$0.65</b> for each additional \$1,000 or fraction thereof up to and including \$100,000     |
| \$100,001 to \$500,000             | <b>\$108.06</b> for the first \$100,000 plus <b>\$0.59</b> for each additional \$1,000 or fraction thereof up to and including \$500,000   |
| \$500,001 to \$1,000,000           | <b>\$345.38</b> for the first \$500,000 plus <b>\$0.55</b> for each additional \$1,000 or fraction thereof up to and including \$1,000,000 |
| \$1,000,001 & up                   | <b>\$617.33</b> for the first \$1,000,000 plus <b>\$0.35</b> for each additional \$1,000 or fraction thereof                               |
| Manufactured Structures Set-Up Fee | <b>\$13.46</b> per section, with a minimum fee of <b>\$26.93</b> per permit                                                                |

# Exhibit A

## 20.180.080 Fire Review Fees

| Table 20.180.080 - Fire Review Fees |                                                          |             |             |
|-------------------------------------|----------------------------------------------------------|-------------|-------------|
|                                     |                                                          | 2021        | 2022        |
| Section                             | Activity                                                 | Fee         | Fee         |
| <b>1.</b>                           | <b>Planning and Development Review</b>                   |             |             |
| <b>A.</b>                           | Site Plan Review                                         |             |             |
| <b>1.</b>                           | Type I                                                   | \$ 310.00   | \$ 320.00   |
| <b>2.</b>                           | Type II                                                  | \$ 861.00   | \$ 889.00   |
| <b>3.</b>                           | All other site plan reviews (e.g., post decision review) | \$ 310.00   | \$ 320.00   |
| <b>B.</b>                           | Land Divisions                                           |             |             |
| <b>1.</b>                           | Short Subdivision (9 lots or less)                       | \$ 861.00   | \$ 889.00   |
| <b>2.</b>                           | Subdivision (10 lots or more)                            |             |             |
| <b>a.</b>                           | Base Fee for first 23 lots                               | \$ 1,293.00 | \$ 1,336.00 |
| <b>b.</b>                           | Plus Fee per lot over 23                                 | \$ 48.00    | \$ 50.00    |
| <b>C.</b>                           | Planned Development                                      |             |             |
| <b>a.</b>                           | Base Fee for up to 23 lots                               | \$ 1,293.00 | \$ 1,336.00 |
| <b>b.</b>                           | Plus fees for lot over 23                                | \$ 58.00    | \$ 50.00    |
| <b>D.</b>                           | Fire Official Review                                     | \$ 262.00   | \$ 262.00   |
| <b>E.</b>                           | All Other Land Use applications                          | \$ 216.00   | \$ 223.00   |

This fee was incorrect last year it should have been \$48.00 that is why it's \$50.00 this year.

No change | This needs to be removed by Fire Marshal on the next Code update per Heidi Scarpelli in 2019

# Exhibit A

## 20.180.060 Planning Fees

Table 20.180.060

|         |                                                                     | 2021 FEES                            | 2022 FEES                            |
|---------|---------------------------------------------------------------------|--------------------------------------|--------------------------------------|
| Section | Activity                                                            |                                      |                                      |
| 1.      | Address Changes                                                     | \$491.00                             | \$507.00                             |
| 2.      | Airport height combining district                                   | \$700.00                             | \$723.00                             |
| 3.      | Appeals (to Hearing Examiner, Planning Commission, or City Council) |                                      |                                      |
| A.      | Filed by a recognized city neighborhood association                 | \$149.00                             | \$154.00                             |
| B.      | Involving an individual single-family or duplex lot                 | \$689.00                             | \$712.00                             |
| C.      | All other (see SEPA fees for SEPA procedural appeal fee)            | \$1,969.00                           | \$2,034.00                           |
| 4.      | Archaeological Review                                               |                                      |                                      |
| A.      | Pre-Determinations                                                  |                                      |                                      |
| 1.      | Base Fee                                                            | \$641.00                             | \$662.00                             |
| 2.      | Plus fee per acre for each acre more than 5                         | \$108.00                             | \$112.00                             |
| B.      | Surveys and other special studies                                   | Cost Recovery <sup>2</sup>           | Cost Recovery <sup>2</sup>           |
| 5.      | Binding site plan                                                   |                                      |                                      |
| A.      | Conceptual – Requiring subsequent site plan review                  |                                      |                                      |
| 1.      | Same as comparable short subdivision or subdivision                 | See short subdivision or subdivision | See short subdivision or subdivision |
| B.      | Detailed – Not requiring subsequent site plan review                |                                      |                                      |
| 1.      | Same as comparable short subdivision or subdivision                 | See short subdivision or subdivision | See short subdivision or subdivision |
| 2.      | Plus one half (1/2) comparable site plan review                     | See site plan review                 | See site plan review                 |
| 6.      | Boundary Line Adjustments                                           |                                      |                                      |
|         | Base fee                                                            | \$1,034.00                           | \$1,068.00                           |

# Exhibit A

|            |                                                                                                                                                                       |             |             |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
|            | Plus fee per lot for each additional lot more than two                                                                                                                | \$335.00    | \$346.00    |
| <b>7.</b>  | <b>Comprehensive Plan Amendments (includes rezone in conjunction with plan amendment)</b>                                                                             | \$13,588.00 | \$14,036.00 |
| <b>8.</b>  | <b>Conditional Use Permit</b>                                                                                                                                         |             |             |
| A.         | Intial (Community Centers, Group Meal Service, Shelters)                                                                                                              | \$1,478.00  | \$1,527.00  |
| B.         | Initial (All Others)                                                                                                                                                  | \$8,322.00  | \$8,597.00  |
| C.         | Major Modification, Type III                                                                                                                                          | \$1,478.00  | \$1,527.00  |
| D.         | Minor Modification, Type I                                                                                                                                            | \$335.00    | \$346.00    |
| <b>9.</b>  | <b>Continuance of Public Hearing</b>                                                                                                                                  |             |             |
| A.         | Initiated by applicant after public notice is mailed                                                                                                                  | \$1,969.00  | \$2,034.00  |
| B.         | Resulting from inadequate information provided by the applicant. Does not apply in cases where new information is presented at the hearing by staff or other parties. | \$1,969.00  | \$2,034.00  |
| C.         | Hearing Examiner Reconsideration Request                                                                                                                              | \$1,969.00  | \$2,034.00  |
| <b>10.</b> | <b>Covenant Release - Full and Partial</b>                                                                                                                            | \$8,763.00  | \$9,052.00  |
| <b>11.</b> | <b>Critical Areas Permit</b>                                                                                                                                          |             |             |
| A.         | Single-family and duplex lots (Fee per Applicable Critical Area)                                                                                                      |             |             |
| 1.         | Fish and Wildlife Habitat Areas                                                                                                                                       | \$1,478.00  | \$1,527.00  |
| 2.         | Frequently Flooded Areas                                                                                                                                              | \$296.00    | \$306.00    |
| 3.         | Geologic Hazard Areas                                                                                                                                                 | \$296.00    | \$306.00    |
| 4.         | Wetland Areas                                                                                                                                                         | \$1,478.00  | \$1,527.00  |
| B.         | All Others (Fee per Applicable Critical Area)                                                                                                                         |             |             |
| 1.         | Fish and Wildlife Habitat Areas                                                                                                                                       | \$2,955.00  | \$3,053.00  |
| 2.         | Frequently Flooded Areas                                                                                                                                              | \$679.00    | \$701.00    |

# Exhibit A

|            |                                                                                                                                   |                 |                 |
|------------|-----------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------|
| 3.         | Geologic Hazard Areas                                                                                                             | \$679.00        | \$701.00        |
| 4.         | Wetland Areas                                                                                                                     | \$2,955.00      | \$3,053.00      |
| C.         | Minor Exception Request                                                                                                           |                 |                 |
| 1.         | Single-family and duplex lots                                                                                                     | \$679.00        | \$701.00        |
| 2.         | All others                                                                                                                        | \$709.00        | \$732.00        |
| D.         | Reasonable Use Request                                                                                                            |                 |                 |
| 1.         | Single-family and duplex lots                                                                                                     | \$4,334.00      | \$4,477.00      |
| 2.         | All others                                                                                                                        | \$8,619.00      | \$8,903.00      |
| E.         | Digitizing Critical Areas Geographic Information                                                                                  | Cost Recovery2  | Cost Recovery2  |
| <b>12.</b> | <b>Design Review (Downtown)</b>                                                                                                   |                 |                 |
| A.         | Minor exterior reviews only                                                                                                       | \$591.00        | \$611.00        |
| B.         | All others, including new buildings                                                                                               | \$1,969.00      | \$2,034.00      |
| <b>13.</b> | <b>Development Agreement</b>                                                                                                      |                 |                 |
| A.         | Initial                                                                                                                           | \$6,624.00      | \$6,843.00      |
| B.         | Modification                                                                                                                      | \$3,037.00      | \$3,137.00      |
| C.         | Extension                                                                                                                         | \$563.00        | \$582.00        |
| <b>14.</b> | <b>Extension of Preliminary Approval</b>                                                                                          | \$689.00        | \$712.00        |
| <b>15.</b> | <b>Grading and Erosion Control Permit (includes plan check and inspection)</b>                                                    |                 |                 |
| A.         | 50 cubic yards or less and less than 1 foot in depth                                                                              | No fee          | No fee          |
| B.         | 51 to 100 c.y. or greater than 1 foot in depth                                                                                    | \$129.00        | \$133.00        |
| C.         | 101 to 500 c.y.                                                                                                                   |                 |                 |
| 1.         | Base fee                                                                                                                          | \$258.00        | \$267.00        |
| 2.         | Plus fee per 100 c.y. (or fraction thereof) above 500 c.y. (Note: Maxium total grading and erosion control fee shall be \$362.00) | \$17.00         | \$18.00         |
| D.         | Fees resulting from work in progress without a permit                                                                             | 2 x regular fee | 2 x regular fee |
| <b>16.</b> | <b>Home Occupation</b>                                                                                                            |                 |                 |
| A.         | General                                                                                                                           | \$196.00        | \$202.00        |

# Exhibit A

|     |                                                                                              |                                                                                                    |                                                                                                    |
|-----|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| B.  | Penalty - When application is received after code enforcement action has been initiated.     | 2 x regular fee                                                                                    | 2 x regular fee                                                                                    |
| 17. | <b>Impact Fee Deferral for Single Family Housing (administrative fee per lot)</b>            | \$618.00                                                                                           | \$638.00                                                                                           |
| 18. | <b>Joint use parking agreement</b>                                                           | \$1,107.00                                                                                         | \$1,144.00                                                                                         |
| 19. | <b>Land Use Permit</b><br>(Single family residential; sheds; decks; driveways; fences, etc.) | \$51.00                                                                                            | \$53.00                                                                                            |
| 20. | <b>Lot Determination</b>                                                                     |                                                                                                    |                                                                                                    |
| A.  | Base fee (1-2 lots)                                                                          | \$2,158.00                                                                                         | \$2,229.00                                                                                         |
| B.  | Plus per lot fee over 2                                                                      | \$689.00                                                                                           | \$712.00                                                                                           |
| 21. | <b>Master Plan<sup>2</sup></b>                                                               |                                                                                                    |                                                                                                    |
| A.  | Conceptual<br>(requiring subsequent site plan review)                                        | \$7,655.00                                                                                         | \$7,908.00                                                                                         |
| B.  | Detailed<br>(not requiring subsequent site plan review)                                      | \$7,655.00 plus ½ applicable site plan review fee                                                  | \$7,908.00 plus ½ applicable site plan review fee                                                  |
| C.  | Hybrid<br>(conceptual approval for overall site, plus partial detailed approval)             | \$7,655.00 plus 1/2 applicable site plan review fee for area for which detailed approval is sought | \$7,908.00 plus 1/2 applicable site plan review fee for area for which detailed approval is sought |
| 22. | <b>Planned Development</b>                                                                   |                                                                                                    |                                                                                                    |
| A.  | Residential                                                                                  |                                                                                                    |                                                                                                    |
| 1.  | Base fee                                                                                     | \$2,394.00                                                                                         | \$2,473.00                                                                                         |
| 2.  | Plus fee per unit                                                                            | \$108.00                                                                                           | \$112.00                                                                                           |
| 3.  | Minimum:<br>Maximum:<br>Subdivision fee reduced by ½ when filed simultaneously.              | Min - \$3,423.00<br>Max - \$15,479.00                                                              | Min - \$3,536.00<br>Max - \$15,990.00                                                              |
| B.  | Non-Residential                                                                              |                                                                                                    |                                                                                                    |

# Exhibit A

|            |                                                                                               |                                       |                                       |
|------------|-----------------------------------------------------------------------------------------------|---------------------------------------|---------------------------------------|
| 1.         | Base fee                                                                                      | \$2,363.00                            | \$2,441.00                            |
| 2.         | Plus fee per sq. ft. – ground floor                                                           | \$0.60                                | \$0.62                                |
| 3.         | Plus fee per sq. ft. – upper floors                                                           | \$0.27                                | \$0.28                                |
| 4.         | Minimum:<br>Maximum:                                                                          | Min - \$3,516.00<br>Max - \$23,140.00 | Min - \$3,632.00<br>Max - \$23,904.00 |
| C.         | Mixed                                                                                         |                                       |                                       |
| 1.         | Base fee                                                                                      | \$2,363.00                            | \$2,441.00                            |
| 2.         | Plus fee per sq. ft. – ground floor                                                           | \$0.60                                | \$0.62                                |
| 3.         | Plus fee per sq. ft. – upper floors                                                           | \$0.27                                | \$0.28                                |
| 4.         | Minimum:<br>Maximum:<br>No rezone fee.<br>Subdivision reduced by ½ when filed simultaneously. | Min - \$3,516.00<br>Max - \$23,301.00 | Min - \$3,632.00<br>- \$24,070.00 Max |
| <b>23.</b> | <b>Planning Official Review</b>                                                               |                                       |                                       |
| A.         | Temporary Use                                                                                 |                                       |                                       |
| 1.         | Seasonal or special event                                                                     | \$96.00                               | \$99.00                               |
| 2.         | Temporary sales office, model home, or unforeseen emergency                                   | \$289.00                              | \$299.00                              |
| 3.         | Temporary Use in a Commercial or Industrial District                                          | \$1,359.00                            | \$1,404.00                            |
| B.         | Similar Use Determination or Other                                                            | \$1,359.00                            | \$1,404.00                            |
| <b>24.</b> | <b>Plat Alteration</b>                                                                        | \$6,361.00                            | \$6,571.00                            |
| <b>25.</b> | <b>Post-Decision Reviews</b>                                                                  |                                       |                                       |
| A.         | Post-decision review – Type I                                                                 | \$335.00                              | \$346.00                              |
| B.         | Post-decision review – Type II                                                                | \$943.00                              | \$974.00                              |
| C.         | Post-decision review – Type III                                                               | \$1,478.00                            | \$1,527.00                            |
| <b>26.</b> | <b>Pre-Application Conference Process</b>                                                     |                                       |                                       |
| A.         | Pre-application conference request - Single-family and duplex lots                            | \$296.00                              | \$306.00                              |
| B.         | Pre-application conference request - all others                                               | \$1,044.00                            | \$1,078.00                            |
| C.         | Pre-application waiver request                                                                | \$149.00                              | \$154.00                              |
|            | <b>Zoning Verification Letter</b>                                                             |                                       |                                       |

# Exhibit A

|     |                                                                                   |                |                |
|-----|-----------------------------------------------------------------------------------|----------------|----------------|
| 27. | (authorizes replacement of destroyed structure)                                   | \$226.00       | \$233.00       |
| 28. | Reporting<br>(misc. application and permit information)                           | Cost Recovery2 | Cost Recovery2 |
| 29. | SEPA Checklist (Environmental Review)                                             |                |                |
| A.  | Grading Permit                                                                    |                |                |
| 1.  | Single-family and duplex lots                                                     | \$131.00       | \$135.00       |
| 2.  | All other                                                                         |                |                |
|     | a. Base Fee                                                                       | \$965.00       | \$997.00       |
|     | b. Plus fee per acre of land disturbed by the project                             | \$17.00        | \$18.00        |
| B.  | Subdivision or Planned Development                                                |                |                |
|     | a. Base fee                                                                       | \$788.00       | \$814.00       |
|     | b. Plus fee per acre of land disturbed by the project                             | \$9.00         | \$9.30         |
| C.  | Site Plan Review – Residential                                                    |                |                |
|     | a. Base fee per unit up to 5 units                                                | \$196.00       | \$202.00       |
|     | b. Plus fee per unit more than 5                                                  | \$19.00        | \$20.00        |
| D.  | Non-Projects (including rezone and annual review applications)                    | \$2,166.00     | \$2,237.00     |
| E.  | All other reviews                                                                 |                |                |
|     | a. Base fee                                                                       | \$1,576.00     | \$1,628.00     |
|     | b. Plus fee per acre of land disturbed by the project                             | \$52.00        | \$54.00        |
| F.  | SEPA Procedural Appeal (See "Appeals-All others" for substantive SEPA appeal fee) | \$128.00       | \$132.00       |
| G.  | Environmental Impact Statement (EIS) Review                                       | Cost Recovery2 | Cost Recovery2 |
| 30. | Shoreline Permits                                                                 |                |                |

# Exhibit A

|            |                                                                                                                                   |                                       |                                       |
|------------|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|---------------------------------------|
| A.         | Shoreline Substantial Development Permit                                                                                          | \$6,892.00                            | \$7,119.00                            |
| B.         | Shoreline Conditional Use Permit                                                                                                  | \$7,582.00                            | \$7,832.00                            |
| C.         | Shoreline Variance Request                                                                                                        | \$7,582.00                            | \$7,832.00                            |
| <b>31.</b> | <b>Short Subdivisions</b>                                                                                                         |                                       |                                       |
| A.         | Preliminary (9 lots or fewer) Plats                                                                                               | \$6,696.00                            | \$6,917.00                            |
| B.         | Final Plat Check                                                                                                                  | \$2,275.00                            | \$2,350.00                            |
| <b>32.</b> | <b>Signs - all except sandwich board signs</b>                                                                                    | \$335.00                              | \$346.00                              |
| <b>33.</b> | <b>Site Plan Review (Type I)</b>                                                                                                  |                                       |                                       |
| A.         | Residential                                                                                                                       | \$289.00                              | \$299.00                              |
| B.         | Non Residential                                                                                                                   | \$1,359.00                            | \$1,404.00                            |
| C.         | Qualifying Planned Action                                                                                                         | Same as Type II Site Plan Review Fees | Same as Type II Site Plan Review Fees |
| <b>34.</b> | <b>Site Plan Review (Type II) – Residential</b>                                                                                   |                                       |                                       |
| A.         | Base fee                                                                                                                          | \$1,703.00                            | \$1,759.00                            |
| B.         | Plus fee per unit                                                                                                                 | \$118.00                              | \$122.00                              |
| C.         | Maximum fee:                                                                                                                      | \$24,009.00                           | \$24,801.00                           |
| <b>35.</b> | <b>Site Plan Review (Type II) - Non Residential</b>                                                                               |                                       |                                       |
| A.         | General Case                                                                                                                      |                                       |                                       |
| 1.         | Base fee                                                                                                                          | \$4,627.00                            | \$4,780.00                            |
| 2.         | Plus fee per sq. ft. – ground floor                                                                                               | \$0.18                                | \$0.19                                |
| 3.         | Plus fee per sq. ft. – upper floors                                                                                               | \$0.08                                | \$0.09                                |
| B.         | Commercial pad within a previously approved site plan that was not originally reviewed for the proposed specific use or structure | \$3,160.00                            | \$3,264.00                            |
| C.         | Land-extensive uses such as a golf course                                                                                         | \$3,809.00                            | \$3,935.00                            |
| D.         | Unoccupied commercial and utility structures                                                                                      | \$1,754.00                            | \$1,812.00                            |

# Exhibit A

|            |                                                                                  |                 |                    |
|------------|----------------------------------------------------------------------------------|-----------------|--------------------|
| <b>36.</b> | <b>Special Valuation – Historic Preservation</b>                                 | \$500.00        | <b>\$517.00</b>    |
| <b>37.</b> | <b>Subdivisions – Preliminary</b>                                                |                 |                    |
| A.         | 2-9 Lots (not qualifying as a short subdivision)                                 | \$7,080.00      | <b>\$7,314.00</b>  |
| B.         | 10-22 Lots                                                                       | \$10,238.00     | <b>\$10,576.00</b> |
| C.         | 23+ Lots                                                                         |                 |                    |
| 1.         | Base fee (for first 23 lots)                                                     | \$10,238.00     | <b>\$10,576.00</b> |
| 2.         | Plus fee per lot (each lot more than 23)                                         | \$256.00        | <b>\$264.00</b>    |
| D.         | In conjunction with a planned development                                        | 1/2 regular fee | 1/2 regular fee    |
| <b>38.</b> | <b>Subdivisions – Final Plat Check</b>                                           | \$5,156.00      | <b>\$5,326.00</b>  |
| <b>39.</b> | <b>Tenant improvement (if exempt from site plan review)</b>                      | \$96.00         | <b>\$99.00</b>     |
| <b>40.</b> | <b>Tree plan review</b>                                                          |                 |                    |
| A.         | Levels 1, 2, 4, 5                                                                | \$325.00        | <b>\$336.00</b>    |
| B.         | Levels 3, 6, 7                                                                   | \$108.00        | <b>\$112.00</b>    |
| <b>41.</b> | <b>Variance (full fee for 1 variance; 1/2 cost for 2nd; \$0 for 3rd or more)</b> |                 |                    |
| A.         | Type I                                                                           |                 |                    |
| 1.         | Single-family and duplex lots                                                    | \$679.00        | <b>\$701.00</b>    |
| 2.         | All other                                                                        | \$709.00        | <b>\$732.00</b>    |
| B.         | Type II                                                                          |                 |                    |
| 1.         | Single-family and duplex lots                                                    | \$2,139.00      | <b>\$2,210.00</b>  |
| 2.         | All other                                                                        | \$5,154.00      | <b>\$5,324.00</b>  |
| <b>42.</b> | <b>Zoning Certificates</b>                                                       | \$739.00        | <b>\$763.00</b>    |
| <b>43.</b> | <b>Zoning Map or Text Change (not involving comprehensive plan amendment)</b>    | \$8,877.00      | <b>\$9,170.00</b>  |

1 Fees effective on January 1, **2021**, shall be further adjusted as provided for under VMC 20.180.050.

# Exhibit A

2 Cost Recovery: Applicants or persons requesting reports will be required to sign an agreement that they will pay the actual cost of the work being performed. Actual costs will be calculated based on the salary and benefits of the employees performing work plus overhead at a rate of 30 percent.

3 Projects with approved master plans, which include preliminary stormwater and transportation plans, shall be entitled to a 30 percent reduction in the fee for stormwater and transportation plan review.

(Ord. M-4255 § 4, 2018; ACM dated 11/7/2018, CPI Increase; ACM dated 12/20/2017, CPI Increase; Ord. M-4205 § 1; ACM dated 11/23/2016, CPI Increase; Ord. M-4172 § 3, 2016; ACM dated 12/31/2015, CPI Increase; Ord. M-4097 § 2, 2014; ACM dated 1/1/2014, CPI Increase; Ord. M-4034 § 4, 2012; ACM dated 1/4/2012, CPI Increase; ACM dated 1/25/2011, CPI Increase; Ord. M-3959 § 5, 2010; Ord. M-3932 §§ 2, 3, 2009; Ord. M-3922 § 5, 2009; Ord. M-3895 § 3, 2008; Ord. M-3844 § 4, 2007; Ord. M-3840 § 5, 2007; Ord. M-3701 § 5, 2005; Ord. M-3692 § 10, 2005; Ord. M-3663 § 4, 2004; Ord. M-3643, 2004)

# Exhibit A

**Table 20.180.070 – Development Engineering Fees**

| Section   | Engineering Activity                                                         | 2021                          | 2022                          |
|-----------|------------------------------------------------------------------------------|-------------------------------|-------------------------------|
| <b>1.</b> | <b>Binding Site Plan</b><br>(in addition to underlying site plan review fee) | See short plat or subdivision | See short plat or subdivision |
| <b>A.</b> | <b>Conceptual – Requiring subsequent site plan review</b>                    |                               |                               |
| 1.        | Same as comparable short plat or subdivision                                 | See short plat or subdivision | See short plat or subdivision |
| <b>B.</b> | <b>Detailed – Not requiring subsequent site plan review</b>                  |                               |                               |
| 1.        | Same as comparable short plat or subdivision                                 | See short plat or subdivision | See short plat or subdivision |
| 2.        | Plus same as comparable site plan review                                     | See site plan                 | See site plan                 |
| <b>2.</b> | <b>Conditional Use Permit</b>                                                |                               |                               |
| A.        | Stormwater plan review                                                       | \$ 992.00                     | \$ 1,025.00                   |
| B.        | Transportation plan review                                                   | \$ 1,334.00                   | \$ 1,378.00                   |
| <b>3.</b> | <b>Continuance of Public Hearing (applicant initiated)</b>                   | \$ 566.00                     | \$ 585.00                     |
| <b>4.</b> | <b>Drainage Projects (special)</b>                                           |                               |                               |
| A.        | Plan review fee                                                              | \$ 503.00                     | \$ 520.00                     |
| B.        | Construction inspection fee                                                  | \$ 516.00                     | \$ 533.00                     |
| C.        | Fees resulting from working without a permit                                 | 2 x Regular Fee               | 2 x Regular Fee               |
| <b>5.</b> | <b>Escrow Review and Administration</b>                                      |                               |                               |
| A.        | \$0 to \$10,000<br>(Final city approved escrow amount)                       |                               |                               |
| 1.        | Base fee                                                                     | \$ 336.00                     | \$ 347.00                     |
| 2.        | Plus percentage of final city approved escrow amount                         | 1.50%                         | 1.50%                         |
| B.        | \$10,001 to \$100,000<br>(Final city approved escrow amount)                 |                               |                               |
| 1.        | Base fee                                                                     | \$ 674.00                     | \$ 696.00                     |
| 2.        | Plus percentage of final city approved escrow amount                         | 1.00%                         | 1.00%                         |
| C.        | Greater than \$100,000<br>(Final city approved escrow amount)                |                               |                               |
| 1.        | Base fee                                                                     | \$ 1,347.00                   | \$ 1,391.00                   |
| 2.        | Plus percentage of final city approved escrow amount                         | 1.00%                         | 1.00%                         |
| <b>6.</b> | <b>Inspection Fees – Additional</b>                                          |                               |                               |
| A.        | Construction inspection after normal work hours <sup>1</sup>                 | Cost recovery2                | Cost recovery2                |
| B.        | Construction re-inspection during normal work hours                          | Cost recovery2                | Cost recovery2                |
| <b>7.</b> | <b>Plan Review, Final Engineering – Additional</b>                           |                               |                               |
| A.        | Each additional review (beyond 3) for either stormwater or transportation    | \$ 523.00                     | \$ 540.00                     |
| <b>8.</b> | <b>Post Decision Review – Specifications</b>                                 |                               |                               |
| A.        | Change specifications prior to submittal                                     | No fee                        | No fee                        |
| B.        | Change specifications after first review                                     | 1/2 regular fee               | 1/2 regular fee               |
| C.        | Change specifications after final approval                                   | Full regular fee              | Full regular fee              |
| <b>9.</b> | <b>Right-of-way Permits</b>                                                  |                               |                               |
| A.        | City of Vancouver                                                            |                               |                               |
| 1.        | Base fee                                                                     | \$ 135.00                     | \$ 139.00                     |
|           | Plus fee per lineal foot of improvement                                      |                               |                               |

# Exhibit A

|     |                                                                                  |                                                      |                                                      |
|-----|----------------------------------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|
| 2.  | (includes all frontage improvements and trenching in right-of-way)               | \$ 2.42                                              | \$ 2.50                                              |
| B.  | Clark County                                                                     | Amount per Clark County Code (CCC) 13.12A as amended | Amount per Clark County Code (CCC) 13.12A as amended |
| C.  | WSDOT                                                                            | \$ 299.00                                            | \$ 309.00                                            |
| 10. | Site Plans                                                                       |                                                      |                                                      |
| A.  | Stormwater plan review (includes preliminary and final) <sup>3</sup>             |                                                      |                                                      |
| 1.  | General Case:                                                                    |                                                      |                                                      |
|     | a. Base fee:                                                                     | \$ 1,495.00                                          | \$ 1,544.00                                          |
|     | Plus charge per square foot of impervious area as follows (including roof area): |                                                      |                                                      |
|     | b. First 1.00 acre                                                               | \$ 0.04                                              | \$ 0.04                                              |
|     | c. Next 1 to 5 acres                                                             | \$ 0.02                                              | \$ 0.02                                              |
|     | d. Over 5 acres                                                                  | \$ 0.004                                             | \$ 0.004                                             |
| 2.  | Unoccupied commercial and utility structures                                     | \$ 484.00                                            | \$ 500.00                                            |
| 3.  | Tenant Improvements                                                              | \$ 101.00                                            | \$ 104.00                                            |
| B.  | Transportation plan review (includes preliminary and final) <sup>3</sup>         |                                                      |                                                      |
| 1.  | General case                                                                     | \$ 3,818.00                                          | \$ 3,944.00                                          |
| 2.  | Unoccupied commercial and utility structures                                     | \$ 1,586.00                                          | \$ 1,638.00                                          |
| 3.  | Tenant Improvements                                                              | \$ 140.00                                            | \$ 145.00                                            |
| C.  | Construction inspection fees (stormwater and transportation)                     |                                                      |                                                      |
| 1.  | Small projects (less than 1 acre of impervious surface)                          |                                                      |                                                      |
|     | a. Base Fee                                                                      | \$ 957.00                                            | \$ 989.00                                            |
|     | b. Plus charge per square foot of impervious surface                             | \$ 0.01                                              | \$ 0.01                                              |
| 2.  | Medium projects (1.0 to 4.99 acres of impervious surface)                        |                                                      |                                                      |
|     | a. Base Fee                                                                      | \$ 1,913.00                                          | \$ 1,976.00                                          |
|     | b. Plus charge per square foot of impervious surface                             | \$ 0.005                                             | \$ 0.005                                             |
| 3.  | Large projects (over 5 acres of impervious surface) -- \$10,000 maximum.         |                                                      |                                                      |
|     | a. Base Fee                                                                      | \$ 3,825.00                                          | \$ 3,951.00                                          |
|     | b. Plus charge per square foot of impervious surface                             | \$ 0.002                                             | \$ 0.002                                             |
| 4.  | Unoccupied commercial and utility structures                                     | \$ 319.00                                            | \$ 330.00                                            |
| 5.  | Tenant Improvements                                                              | \$ 101.00                                            | \$ 104.00                                            |
| 11. | Short Subdivisions (2-9 lots)                                                    |                                                      |                                                      |
| A.  | Plan review fee (includes preliminary and final)                                 |                                                      |                                                      |
| 1.  | Stormwater                                                                       | \$ 1,494.00                                          | \$ 1,543.00                                          |
| 2.  | Transportation                                                                   | \$ 2,075.00                                          | \$ 2,143.00                                          |
| B.  | Construction Inspection Fee                                                      |                                                      |                                                      |
| 1.  | Stormwater                                                                       | \$ 1,302.00                                          | \$ 1,345.00                                          |
| 2.  | Transportation                                                                   | \$ 1,302.00                                          | \$ 1,345.00                                          |
| 12. | Subdivision (2-9 lots, not qualifying as short subdivision)                      | Same as Subdivision                                  | Same as Subdivision                                  |

## Exhibit A

|            |                                                                  |             |             |
|------------|------------------------------------------------------------------|-------------|-------------|
| <b>13.</b> | <b>Subdivision</b>                                               |             |             |
| A.         | Plan review fees                                                 |             |             |
| 1.         | Stormwater                                                       |             |             |
|            | a. Base fee                                                      | \$ 1,347.00 | \$ 1,391.00 |
|            | b. Plus per lot fee                                              |             |             |
|            | 1. less than 23 lots                                             | \$ 57.00    | \$ 59.00    |
|            | 2. 23 or more lots                                               | \$ 51.00    | \$ 53.00    |
| 2.         | Transportation                                                   |             |             |
|            | a. Base fee                                                      | \$ 2,989.00 | \$ 3,088.00 |
|            | b. Plus per lot fee                                              | \$ 72.00    | \$ 74.00    |
| B.         | Construction inspection fees                                     |             |             |
| 1.         | Stormwater                                                       |             |             |
|            | a. Base fee                                                      | \$ 887.00   | \$ 916.00   |
|            | b. Plus per lot fee                                              | \$ 87.00    | \$ 90.00    |
| 2.         | Transportation                                                   |             |             |
|            | a. Base fee                                                      | \$ 2,796.00 | \$ 2,888.00 |
|            | b. Plus per lot fee                                              | \$ 26.00    | \$ 27.00    |
| <b>14.</b> | <b>Street Modification – Transportation</b>                      |             |             |
| A.         | Prior to public hearing or administrative decision               |             |             |
| 1.         | Administrative modification                                      | \$ 188.00   | \$ 194.00   |
| 2.         | Technical (minor) modification                                   | \$ 1,370.00 | \$ 1,415.00 |
| 3.         | Design (major) modification                                      | \$ 2,720.00 | \$ 2,810.00 |
| B.         | After public hearing or administrative decision                  |             |             |
| 1.         | Administrative modification                                      | \$ 188.00   | \$ 194.00   |
| 2.         | Technical (minor) modification                                   | \$ 1,719.00 | \$ 1,776.00 |
| 3.         | Design (major) modification                                      | \$ 3,077.00 | \$ 3,179.00 |
| C.         | Appeal to Hearing Examiner                                       | \$ 1,370.00 | \$ 1,415.00 |
| <b>15.</b> | <b>Traffic Signal Plan Review and Inspection</b>                 |             |             |
| A.         | Plan review fee                                                  | \$ 4,485.00 | \$ 4,633.00 |
| B.         | Civil construction inspection fee                                | \$ 2,693.00 | \$ 2,782.00 |
| <b>16.</b> | <b>Transportation Concurrency Review</b>                         |             |             |
| A.         | Concurrency certificate request evaluation (preliminary scoping) | \$ 188.00   | \$ 194.00   |
| B.         | Traffic study review                                             | \$ 374.00   | \$ 386.00   |
| C.         | Model maintenance fee per trip (peak hour); \$1,500 maximum.     | \$ 57.00    | \$ 59.00    |
| <b>17.</b> | <b>Variance (all cases)</b>                                      |             |             |
| A.         | Stormwater                                                       | \$ 748.00   | \$ 773.00   |
| B.         | Transportation                                                   | \$ 1,037.00 | \$ 1,071.00 |
| <b>18.</b> | <b>Right-of-Way Use Permit Fees</b>                              |             |             |
| A.         | Type A Application Fee Short Term Permit                         | \$ 31.00    | \$ 32.00    |
| B.         | Type B Encroachment Permit Fee                                   | \$ 31.00    | \$ 32.00    |
| C.         | Type C Use Fee Temporary Useand Occupation Permit                | \$ 31.00    | \$ 32.00    |
| D.         | Type D Long-Term ROW Use and Occupation Permit                   | \$ 539.00   | \$ 577.00   |
| E.         | Type E Material Encroachment Permit                              | \$ 2,234.00 | \$ 2,308.00 |

1 Costs for construction inspection services scheduled after normal business hours solely for the convenience of the contractor (i.e., not resulting from delays caused by the city) shall be reimbursed to the city on a cost recovery basis(see Note2).

2 Cost recovery. Contractor will be required to sign an agreement that they will pay actual costs of the inspection. Actual costs will be salary and benefits for employees performing work plus overhead at the rate of 30%. The contractor will be sent an itemized billing.

# Exhibit A

3 Projects with approved master plans, which include preliminary stormwater and transportation plans, shall be entitled to a 30 percent reduction in the fee for stormwater and transportation plan review.

(ACM dated 11/7/2018, CPI Increase; Ord. M-4223 § 4, 2017; ACM dated 12/20/2017, CPI Increase; ACM dated 11/23/2016, CPI Increase; ACM dated 12/31/2015, CPI Increase; Ord. M-4097 § 3, 2014; ACM dated 1/1/2014, CPI Increase; Ord. M-4034 § 5, 2012; Ord. M-4016 § 3, 2012; ACM dated 1/4/2012, CPI Increase; ACM dated 1/1/2011, CPI Increase; Ord. M-3959 § 6, 2010; Ord. M-3932 § 4, 2009; Ord. M-3922 § 6, 2009; Ord. M-3895 § 4, 2008; Ord. M-3769 § 1; Ord. M-3643, 2004)



## **Staff Report 021-22**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 2/14/2022  
2/28/2022

**SUBJECT** Evergreen and Grand Commercial Corridors Strategy

### **Key Points**

- Strategy document proposed for adoption, with implementing standards to follow later in 2022.
- The Planning Commission voted unanimously to approve the Strategy on December 14, 2021, with two persons testifying with requests to allow building heights higher than 50 feet at the Crossley Lanes bowling alley site.
- A City Council workshop was held on January 24, 2022

### **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**

Adopt Evergreen and Grand Commercial Corridors Strategy, a 46-page document with policy direction for properties located along lower Grand Boulevard and Evergreen Boulevard. The Strategy identifies three subdistricts, a Bus Rapid Transit (BRT) hub surrounding the intersection of Grand and Mill Plain Boulevards; a commercial and mixed-use corridor directly south alongside Grand Boulevard, and a residential and mixed-use corridor along Evergreen Boulevard. Specific land use policy direction is provided in the following areas:

- Mixed-use commercial and residential building requirements. The current standard requiring first floor non-residential uses is recommended to be maintained along Grand Boulevard, with additional flexibility recommended along Evergreen Boulevard and the BRT hub, to be determined at the implementation stage
- Building heights. The current 50 foot maximum is proposed to be modulated, increased heights up to five stories allowed on the west side of the BRT hub, four stories allowed on

most of Grand and Evergreen Boulevards, and a three story limit on other portions of Evergreen.

- Minimum Parking. One space is proposed to be required per 1,000 feet of commercial floor area. No minimum is proposed for ground floor retail in mixed-use buildings. One space is proposed per residential dwelling unit.
- Active edges are required along street fronts.

A series of other high level regulatory and non-regulatory measures are proposed related to land use and transportation. See Attachment A.

Community outreach occurred through one in-person and three virtual community meetings, direct communications with individual stakeholders, the project website, surveys and communication through the City of Vancouver Be Heard page, City social media and newsletters, and direct mailings to residents, businesses and property owners in the area. Appendix A of the Strategy Document summarizes outreach, community input, and associated changes made in response.

A final virtual community workshop was held on October 21, 2022, at which participants expressed a desire for small scale commercial, retail, service-oriented neighborhood development, and traffic calming measures on Grand Boulevard. One person suggested creating a Grand-Gillis road couplet of two one-way streets. Concerns were also voiced about parking spillover into surrounding neighborhoods, and that mixed-use requirements along Evergreen should not be eliminated as proposed to no longer require first floor commercial uses. In response to the last concern about Evergreen Boulevard mixed-use development, staff subsequently adjusted the proposed Strategy to indicate that mixed-use requirements on Evergreen should be relaxed rather than eliminated, with details to be determined when implementing standards are developed in spring or summer 2022. No change to existing mixed-use requirements is recommended along the commercial core of the project area on Grand Boulevard.

### **Advantage(s)**

Adopts Evergreen and Grand Commercial Corridors Strategy document, to guide future updates to development standards that support the Strategy vision and maximize area potential.

### **Disadvantage(s)**

None known

### **Budget Impact**

No direct impacts of adopting Strategy documents, but several implementation impacts related to resources and staffing to support forthcoming code updates, transportation investments, and programmatic recommendations.

### **Prior Council Review**

Workshops on September 14, 2020, March 8, 2021, September 20, 2021 and January 24, 2022.

### **Action Requested**

On Monday, February 14, 2022, approve ordinance for first reading, setting date of second reading and public hearing for Monday, February 28, 2022.

*Bryan Snodgrass, Principal Planner, 360-487-7946*

**ATTACHMENTS:**

- ▣ Attachment A - Implementation Recommendations
- ▣ Ordinance
- ▣ Linked Documents for Evergreen and Grand Commercial Corridors Strategy

## **ATTACHMENT A: IMPLEMENTATION RECOMMENDATIONS**

### **Regulatory**

- Prohibit new uses potentially inconsistent with corridor visions, such as big-box retail; motor vehicle repair, sales and rental; gas stations; self-storage; and drive-thru establishments. Existing uses can be maintained.
- Adopt standards that support activating vacant and underutilized spaces.
- Develop regulations that provide additional access enhancements in the BRT Hub corridor area that take into consideration first/last mile solutions and universal design best practices.
- Allow for non-mixed-use housing types on smaller parcels, where appropriate.
- Explore providing flexibility for nonconforming uses, such as existing small businesses, adaptively reused single-family homes fronting the corridors, etc.
- Consider disincentivizing chains and capping commercial business sizes to accommodate small-scale retail and maintain the fine-grained development pattern of the corridors
- Explore allowances for interim/temporary uses such as food cart pods.
- Create standards for ground floor residential to ensure streetfront activation and interest.
- Develop design guidelines bolstering local identity and street activation that considers development affordability
- Encourage streetscape improvements in all redevelopment projects.

### **Non-Regulatory**

- Create a business district to support art, events, and other placemaking
- Extend the Multi-Family Tax Exemption (MFTE) program calibrated to implement the vision and goals for the corridors and add workforce housing
- Attract and retain neighborhood-serving businesses
- Establish a storefront improvement program to support existing businesses
- Establish a signage and placemaking program along Grand Boulevard and in the BRT Hub
- Identify opportunities to support houseless communities and promote community safety
- Explore strategies to maintain economic diversity and housing affordability, especially for low- and moderate-income households
- Consider height bonuses in exchange for attainably priced workforce housing units
- Improve connectivity to nearby destinations such as downtown Vancouver, the Fort Vancouver National Historic Site, and the Pearson Field Airport as an economic development strategy.
- Leverage environmental remediation funding opportunities as an incentive to develop eligible sites

### **Transportation**

Through the Vancouver Moves project, inform the upcoming citywide Transportation System Plan (TSP) update as follows:

- Overall: Create a cohesive, safe, walkable, and multimodal environment. Increase signage, consider integrating stormwater and other sustainability best practices. Explore Demand Management strategies. Determine appropriate access management.
- Grand Boulevard: Reduce speed limits and implement traffic calming. Add on-street parking. Allow parking space alternatives such as outdoor seating, or bike parking and other placemaking, temporarily or permanently.
- Evergreen Boulevard: Update street standards through TSP implementation; Widen sidewalks, increase street trees and other landscaping, add street furniture, lighting, and other features. Considering enhanced pedestrian crossing at V Street intersection.
- Mill Plain/Grand Intersection BRT Hub: Design transportation infrastructure and streetscape improvements to facilitate multi-modal access to transit for people of all abilities around the future BRT station platforms.

**ATTACHMENT B: ORDINANCE**

02/14/22

02/28/22

ORDINANCE NO. M\_\_\_\_\_

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; adopting the Evergreen and Grand Commercial Corridors Strategy document, intended to guide future zoning code text changes and other land use, community development and transportation implementation; providing for severability; and establishing an effective date.

WHEREAS, pursuant to the Growth Management Act the City Council has adopted a Comprehensive Plan for the City of Vancouver (Ordinance M-3994), and Title 20 zoning standards (last amended through Ordinance M-4034); and

WHEREAS, the Vancouver Planning Commission reviewed the proposed Evergreen and Grand Commercial Corridors Strategy at duly advertised work sessions on June 9, 2020; February 23, 2021; August 10, 2021; and October 12, 2021. The Planning Commission held a duly advertised public hearing on December 14, 2021, and at that hearing voted unanimously to recommend that the City Council adopt the Strategy document described herein; and

WHEREAS, the City Council held duly advertised workshops September 14, 2020, March 8, 2021; September 20, 2021; and January 24, 2022. The City Council conducted a duly advertised first reading of the proposed ordinance on February 14, 2022, and a public hearing on February 28, 2022, following which the Council agrees with the Planning Commission recommendation; and

WHEREAS, community outreach was conducted through a February 13, 2020 in-person open house, followed by virtual community open houses on August 26 and 27, 2020; February 4,

2021; and October 21, 2021; and

WHEREAS, the City Council finds and concludes that the proposed Strategy document is consistent with the policies and provisions of the Comprehensive Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW; and

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

**Section 1. Findings and Conclusions.** The Planning Commission findings and conclusions as set forth in the staff report for the December 14, 2021 public hearing is hereby adopted as the City Council's findings of fact; and

**Section 2. Adoption of Strategy document.** The Evergreen and Grand Commercial Corridors Strategy is adopted, with the intent to guide future zoning code text changes and other land use, community development and transportation implementation measures.

**Section 3. Severability.** If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

**Section 5. Effective Date.** This ordinance shall go into effect 30 days after adoption.

**Section 6. Instruction to City Clerk.** The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read Second Time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Anne McEnery-Ogle, Mayor

Attest:

\_\_\_\_\_  
Natasha Ramras, City Clerk

Approved as to form:

\_\_\_\_\_  
Jonathon Young, City Attorney

SUMMARY

ORDINANCE - 3

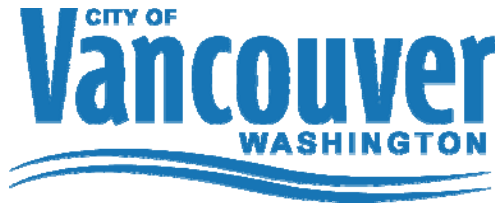
ORDINANCE NO. M\_\_\_\_\_

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; adopting the Evergreen and Grand Commercial Corridors Strategy document, intended to guide future zoning code text changes and other land use, community development and transportation implementation; providing for severability; and establishing an effective date.

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

## **Attachment C – Links to Strategy Plan Documents and Background Material**

- [Proposed Evergreen and Grand Commercial Corridors Strategy document](#)
- [Proposed Evergreen and Grand Commercial Corridors Strategy document appendices](#)
- [Project website](#)
- [January 24, 2022 City Council workshop materials](#)
- [December 14, 2021 Planning Commission materials, including those related to Evergreen and Grand](#)



## MEMORANDUM

**DATE:** Tuesday, February 1, 2022  
**TO:** City Council  
**FROM:** Mayor McEnery-Ogle  
**CC:** Eric J. Holmes, City Manager  
Shannon Ripp, Boards & Commissions

|                                                                                |
|--------------------------------------------------------------------------------|
| <b>RE:</b> Recommendation for Reappointment on the Vancouver Housing Authority |
|--------------------------------------------------------------------------------|

The Vancouver Housing Authority (VHA) Board is appointed by the Mayor to provide opportunities to people who experience barriers to housing because of income, disability or special needs in an environment which preserves personal dignity, and in a manner which maintains the public trust.

On August 2, 2021, Dominique Merriweather was appointed to the VHA for a mid-term appointment set to expire February 1, 2022. Per Council Policy 100-06, this appointment could have been for the mid-term length and another, full term because the original term was for less than six months. Given that the mid-term appointment has an expiration, it is appropriate to reappoint Dominique Merriweather to serve for the full term. Dominique has expressed his interest in his reappointment and understands this step. His new term would begin immediately and expire February 1, 2027.

If there are no objections, I would like to make this reappointment at the **Monday, February 14, 2022** Council meeting.

## 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:

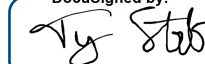
**\$ 4,576,180.76** this 14th day of February 2022.

DocuSigned by:



MAYOR

DocuSigned by:



COUNCILMEMBER

DocuSigned by:



COUNCILMEMBER



AUDITING OFFICER

| DATE                                | INCLUSIVE CHECK NUMBERS                | CHECK TOTAL            |
|-------------------------------------|----------------------------------------|------------------------|
| January 31, 2022 - February 6, 2022 | Accounts Payable Checks (see attached) | \$ 4,569,409.62        |
| January 31, 2022 - February 6, 2022 | Hansen City Payments (see attached)    | \$ 2,492.02            |
| January 31, 2022 - February 6, 2022 | Visa Refunds (see attached)            | \$ 4,279.12            |
| January 31, 2022 - February 6, 2022 | Payroll Checks (see attached)          | \$ -                   |
| <b>TOTAL</b>                        |                                        | <b>\$ 4,576,180.76</b> |

**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        | 1/31/2022                   | 142,497.38            | Blue Cross Blue Shield of Oregon                     |                                   |
| Supplier Payment        | Manual Wire         | No Reference        | 1/31/2022                   | 3,299.78              | Internal Revenue Service                             |                                   |
| Supplier Payment        | Manual Wire         | No Reference        | 1/31/2022                   | 19,314.60             | Washington Dental Service                            |                                   |
| Supplier Payment        | Manual Wire         | No Reference        | 2/1/2022                    | 7,650.69              | Athlactron Holding                                   |                                   |
| Supplier Payment        | Manual Wire         | No Reference        | 2/2/2022                    | 21,388.15             | JP Morgan Chase Bank, N.A.                           |                                   |
| Supplier Payment        | Manual Wire         | No Reference        | 2/7/2022                    | 187,094.12            | Blue Cross Blue Shield of Oregon                     |                                   |
| Supplier Payment        | Manual Wire         | No Reference        | 2/7/2022                    | 424,987.46            | Vancouver Firefighters Union Health & Welfare Trust  |                                   |
| Supplier Payment        | Manual Wire         | No Reference        | 2/7/2022                    | 15,758.03             | VSP Vision Care Inc                                  |                                   |
| Supplier Payment        | Manual Wire         | No Reference        | 2/7/2022                    | 12,323.06             | Washington Dental Service                            |                                   |
| Supplier Payment        | Manual Wire         | No Reference        | 2/7/2022                    | 182,850.00            | Western States Health & Welfare Trust                |                                   |
|                         |                     |                     | <b>Manual Wire Total</b>    | <b>1,017,163.27</b>   |                                                      |                                   |
| Cash Advance Payment    | Direct Deposit      | EFT-00133577        | 2/3/2022                    | 197.50                | Chadd Nolan                                          | Travel Advance                    |
| Expense Payment         | Direct Deposit      | EFT-00133578        | 2/3/2022                    | 225.00                | Chris Riches                                         | Employee Reimbursement            |
| Cash Advance Payment    | Direct Deposit      | EFT-00133579        | 2/3/2022                    | 176.50                | Dustin Goudschaal                                    | Travel Advance                    |
| Expense Payment         | Direct Deposit      | EFT-00133580        | 2/3/2022                    | 118.50                | Patrick Kennedy                                      | Employee Reimbursement            |
| Cash Advance Payment    | Direct Deposit      | EFT-00133581        | 2/3/2022                    | 90.00                 | Jared Rose                                           | Travel Advance                    |
| Expense Payment         | Direct Deposit      | EFT-00133582        | 2/3/2022                    | 136.00                | Daniel Ouellette                                     | Employee Reimbursement            |
| Expense Payment         | Direct Deposit      | EFT-00133583        | 2/3/2022                    | 225.00                | Robert Weber                                         | Employee Reimbursement            |
| Expense Payment         | Direct Deposit      | EFT-00133584        | 2/3/2022                    | 170.00                | Brandon Garlington                                   | Employee Reimbursement            |
| Expense Payment         | Direct Deposit      | EFT-00133585        | 2/3/2022                    | 73.27                 | Heather Coffee                                       | Employee Reimbursement            |
| Expense Payment         | Direct Deposit      | EFT-00133586        | 2/3/2022                    | 100.44                | Abe Dahmus                                           | Employee Reimbursement            |
| Expense Payment         | Direct Deposit      | EFT-00133587        | 2/3/2022                    | 198.00                | Lisa Eruhow-Hagan                                    | Employee Reimbursement            |
|                         |                     |                     | <b>Direct Deposit Total</b> | <b>1,710.21</b>       |                                                      |                                   |
| Supplier Payment        | EFT                 | EFT-00133588        | 2/3/2022                    | 17,957.76             | Outsiderinn.org                                      |                                   |
| Supplier Payment        | EFT                 | EFT-00133589        | 2/3/2022                    | 186,890.30            | Operations Management International Inc              |                                   |
| Supplier Payment        | EFT                 | EFT-00133590        | 2/3/2022                    | 1,940.83              | Linguava Interpreters Inc                            |                                   |
| Supplier Payment        | EFT                 | EFT-00133591        | 2/3/2022                    | 8,901.00              | Rockford H. Lang                                     |                                   |
| Supplier Payment        | EFT                 | EFT-00133592        | 2/3/2022                    | 21,460.42             | Avolve Software Corp                                 |                                   |
| Supplier Payment        | EFT                 | EFT-00133593        | 2/3/2022                    | 52,385.68             | Colf Construcion LLC                                 |                                   |
| Supplier Payment        | EFT                 | EFT-00133594        | 2/3/2022                    | 5,543.73              | Rapid Response Bio Clean Inc.                        |                                   |
| Supplier Payment        | EFT                 | EFT-00133595        | 2/3/2022                    | 103,673.04            | Jeffrey D. Barrar, PS                                |                                   |
| Supplier Payment        | EFT                 | EFT-00133596        | 2/3/2022                    | 5,450.16              | Angelo Property Co., LP                              |                                   |
| Supplier Payment        | EFT                 | EFT-00133597        | 2/3/2022                    | 88,853.90             | CH2M Hill Engineers Inc                              |                                   |
| Supplier Payment        | EFT                 | EFT-00133598        | 2/3/2022                    | 121,286.72            | Share Inc                                            |                                   |
| Supplier Payment        | EFT                 | EFT-00133599        | 2/3/2022                    | 13,463.25             | Otak Inc                                             |                                   |
| Supplier Payment        | EFT                 | EFT-00133600        | 2/3/2022                    | 21,146.14             | Lynn K Wittwer MD PC                                 |                                   |
| Supplier Payment        | EFT                 | EFT-00133601        | 2/3/2022                    | 7,595.00              | Alvino Soto                                          |                                   |
| Supplier Payment        | EFT                 | EFT-00133602        | 2/3/2022                    | 1,483.24              | State of Washington Consolidated Technology Services |                                   |

**INVOICE PAYMENTS REPORT**

| <u>Payment Category</u> | <u>Payment Type</u> | <u>Check Number</u> | <u>Payment Date</u> | <u>Payment Amount</u> | <u>Payment Payee</u>                                                | <u>Payment Memo if applicable</u> |
|-------------------------|---------------------|---------------------|---------------------|-----------------------|---------------------------------------------------------------------|-----------------------------------|
| Supplier Payment        | EFT                 | EFT-00133603        | 2/3/2022            | 19,416.30             | Sea Mar Community Health Center                                     |                                   |
| Supplier Payment        | EFT                 | EFT-00133604        | 2/3/2022            | 296,296.65            | Granite Construction Company                                        |                                   |
| Supplier Payment        | EFT                 | EFT-00133605        | 2/3/2022            | 114,542.63            | Jacobs Engineering Group Inc                                        |                                   |
| Supplier Payment        | EFT                 | EFT-00133606        | 2/3/2022            | 1,990.38              | Pacific Power Group LLC                                             |                                   |
| Supplier Payment        | EFT                 | EFT-00133607        | 2/3/2022            | 2,537.69              | Bridgeview Housing                                                  |                                   |
| Supplier Payment        | EFT                 | EFT-00133608        | 2/3/2022            | 3,439.46              | Fire Systems West                                                   |                                   |
| Supplier Payment        | EFT                 | EFT-00133609        | 2/3/2022            | 259.70                | Purple Communications Inc                                           |                                   |
| Supplier Payment        | EFT                 | EFT-00133610        | 2/3/2022            | 210,376.92            | Pease & Sons Inc                                                    |                                   |
| Supplier Payment        | EFT                 | EFT-00133611        | 2/3/2022            | 3,443.91              | New Life Friends Church                                             |                                   |
| Supplier Payment        | EFT                 | EFT-00133612        | 2/3/2022            | 5,352.85              | Boys and Girls Clubs of Southwest Washington                        |                                   |
| Supplier Payment        | EFT                 | EFT-00133613        | 2/3/2022            | 10,846.63             | Greater Vancouver Chamber of Commerce                               |                                   |
| Supplier Payment        | EFT                 | EFT-00133614        | 2/3/2022            | 1,732.72              | RELX Inc. - Remit-To: LexisNexis - Chicago                          |                                   |
| Supplier Payment        | EFT                 | EFT-00133615        | 2/3/2022            | 10,575.55             | Mead and Hunt Inc                                                   |                                   |
| Supplier Payment        | EFT                 | EFT-00133616        | 2/3/2022            | 13,264.09             | Accenture LLP                                                       |                                   |
| Supplier Payment        | EFT                 | EFT-00133617        | 2/3/2022            | 3,792.36              | Restored and Revived                                                |                                   |
| Supplier Payment        | EFT                 | EFT-00133618        | 2/3/2022            | 450,934.51            | Rotschy Inc                                                         |                                   |
| Supplier Payment        | EFT                 | EFT-00133619        | 2/3/2022            | 10,163.74             | Second Step Housing                                                 |                                   |
| Supplier Payment        | EFT                 | EFT-00133620        | 2/3/2022            | 2,142.00              | JCI Jones Chemicals, Inc.                                           |                                   |
| Supplier Payment        | EFT                 | EFT-00133621        | 2/3/2022            | 24,258.43             | Sumuri LLC                                                          |                                   |
|                         |                     |                     | <b>EFT Total</b>    | <b>1,843,397.69</b>   |                                                                     |                                   |
| Supplier Payment        | Check               | 626                 | 2/2/2022            | 476.00                | Accurate Corporate Services Inc                                     |                                   |
| Supplier Payment        | Check               | 627                 | 2/2/2022            | 885.83                | A-Check America Inc - Remit-To: A-Check - Glendale                  |                                   |
| Supplier Payment        | Check               | 628                 | 2/2/2022            | 2,116.73              | Action Technology Systems                                           |                                   |
| Supplier Payment        | Check               | 629                 | 2/2/2022            | 34,997.64             | Allegiance Benefit Plan Management Inc                              |                                   |
| Supplier Payment        | Check               | 630                 | 2/2/2022            | 880.00                | Amex Products Inc                                                   |                                   |
| Supplier Payment        | Check               | 631                 | 2/2/2022            | 141.39                | Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena |                                   |
| Supplier Payment        | Check               | 632                 | 2/2/2022            | 2,746.14              | Arborscape Ltd Inc                                                  |                                   |
| Supplier Payment        | Check               | 633                 | 2/2/2022            | 2,555.14              | Bound Tree Medical LLC                                              |                                   |
| Supplier Payment        | Check               | 634                 | 2/2/2022            | 21,060.21             | Brightview Holdings Inc                                             |                                   |
| Supplier Payment        | Check               | 635                 | 2/2/2022            | 2,069.88              | Cascade Centers Inc                                                 |                                   |
| Supplier Payment        | Check               | 636                 | 2/2/2022            | 30,013.79             | CECO Inc                                                            |                                   |
| Supplier Payment        | Check               | 637                 | 2/2/2022            | 956.41                | Cellco Partnership - Remit-To: Cellco - Dallas                      |                                   |
| Supplier Payment        | Check               | 638                 | 2/2/2022            | 3,300.30              | Cintas                                                              |                                   |
| Supplier Payment        | Check               | 639                 | 2/2/2022            | 308.00                | City of Vancouver - Remit-To: COV Main                              |                                   |
| Supplier Payment        | Check               | 640                 | 2/2/2022            | 14,983.85             | CivicPlus, LLC                                                      |                                   |
| Supplier Payment        | Check               | 641                 | 2/2/2022            | 10.00                 | Clark County                                                        |                                   |
| Supplier Payment        | Check               | 642                 | 2/2/2022            | 206.50                | Clark County                                                        |                                   |
| Supplier Payment        | Check               | 643                 | 2/2/2022            | 416,256.96            | Clark County - Remit-To: Clark County - Treasurer Vancouver         |                                   |
| Supplier Payment        | Check               | 644                 | 2/2/2022            | 130.00                | Clark County Utilities Coordinating Council                         |                                   |
| Supplier Payment        | Check               | 645                 | 2/2/2022            | 8,773.44              | Clark Public Utility District No. 1                                 |                                   |
| Supplier Payment        | Check               | 646                 | 2/2/2022            | 794.64                | Clark Public Utility District No. 1                                 |                                   |
| Supplier Payment        | Check               | 647                 | 2/2/2022            | 590.37                | Clark Public Utility District No. 1                                 |                                   |
| Supplier Payment        | Check               | 648                 | 2/2/2022            | 471.92                | Clark Public Utility District No. 1                                 |                                   |
| Supplier Payment        | Check               | 649                 | 2/2/2022            | 745.34                | Clark Public Utility District No. 1                                 |                                   |
| Supplier Payment        | Check               | 650                 | 2/2/2022            | 98,487.90             | Clary Longview LLC                                                  |                                   |
| Supplier Payment        | Check               | 651                 | 2/2/2022            | 2,400.00              | Colliers International Valuation & Advisory Services LLC            |                                   |

**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               | 652                 | 2/2/2022            | 676.74                | Columbia West Engineering                                                                     |                                   |
| Supplier Payment        | Check               | 653                 | 2/2/2022            | 64.95                 | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry                  |                                   |
| Supplier Payment        | Check               | 654                 | 2/2/2022            | 182.17                | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry                  |                                   |
| Supplier Payment        | Check               | 655                 | 2/2/2022            | 16,475.77             | Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia          |                                   |
| Supplier Payment        | Check               | 656                 | 2/2/2022            | 6,300.00              | Davidson Benefits Planning                                                                    |                                   |
| Supplier Payment        | Check               | 657                 | 2/2/2022            | 11,462.35             | Dell Marketing LP                                                                             |                                   |
| Supplier Payment        | Check               | 658                 | 2/2/2022            | 264.00                | Dex Media West                                                                                |                                   |
| Supplier Payment        | Check               | 659                 | 2/2/2022            | 750.00                | EMS Technology Solutions LLC                                                                  |                                   |
| Supplier Payment        | Check               | 660                 | 2/2/2022            | 162,750.00            | ESRI Inc                                                                                      |                                   |
| Supplier Payment        | Check               | 661                 | 2/2/2022            | 7,809.62              | Evergreen Investors LLC                                                                       |                                   |
| Supplier Payment        | Check               | 662                 | 2/2/2022            | 56.42                 | Experian Marketing Solutions - Remit-To: Experian - Los Angeles                               |                                   |
| Supplier Payment        | Check               | 663                 | 2/2/2022            | 1,241.51              | Ferguson Enterprises - Remit-To: Ferguson - Dallas                                            |                                   |
| Supplier Payment        | Check               | 664                 | 2/2/2022            | 18,065.25             | Friends of Trees                                                                              |                                   |
| Supplier Payment        | Check               | 665                 | 2/2/2022            | 1,792.67              | Genuine Parts Company - Remit-To: NAPA - Los Angeles                                          |                                   |
| Supplier Payment        | Check               | 666                 | 2/2/2022            | 935.00                | Geographic Technologies Group                                                                 |                                   |
| Supplier Payment        | Check               | 667                 | 2/2/2022            | 1,521.00              | H&H Wood Recyclers                                                                            |                                   |
| Supplier Payment        | Check               | 668                 | 2/2/2022            | 1,258.75              | Harper Houf Peterson Righellis Inc                                                            |                                   |
| Supplier Payment        | Check               | 669                 | 2/2/2022            | 2,484.38              | H D Fowler Company Inc                                                                        |                                   |
| Supplier Payment        | Check               | 670                 | 2/2/2022            | 2,800.00              | Industrial Hearing Service, Inc                                                               |                                   |
| Supplier Payment        | Check               | 671                 | 2/2/2022            | 8,185.20              | Integrity Tree Care, Inc                                                                      |                                   |
| Supplier Payment        | Check               | 672                 | 2/2/2022            | 5,114.50              | J.S. Held LLC                                                                                 |                                   |
| Supplier Payment        | Check               | 673                 | 2/2/2022            | 17,892.49             | Janus Youth Programs Inc                                                                      |                                   |
| Supplier Payment        | Check               | 674                 | 2/2/2022            | 1,826.50              | Judicial Dispute Resolution, LLC                                                              |                                   |
| Supplier Payment        | Check               | 675                 | 2/2/2022            | 3,131.03              | Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle                                     |                                   |
| Supplier Payment        | Check               | 676                 | 2/2/2022            | 3,498.37              | Lakeyland Inc                                                                                 |                                   |
| Supplier Payment        | Check               | 677                 | 2/2/2022            | 1,141.42              | Landa Northwest, LLC                                                                          |                                   |
| Supplier Payment        | Check               | 678                 | 2/2/2022            | 17,348.51             | Lasko Printing Specialties Inc                                                                |                                   |
| Supplier Payment        | Check               | 679                 | 2/2/2022            | 644.00                | Legacy Laboratory Services Inc                                                                |                                   |
| Supplier Payment        | Check               | 680                 | 2/2/2022            | 2,145.00              | MacKay Sposito Inc                                                                            |                                   |
| Supplier Payment        | Check               | 681                 | 2/2/2022            | 146.48                | Mark IV Enterprises Inc                                                                       |                                   |
| Supplier Payment        | Check               | 682                 | 2/2/2022            | 9,896.51              | Maul Foster & Alongi Inc                                                                      |                                   |
| Supplier Payment        | Check               | 683                 | 2/2/2022            | 444.85                | Mini Mix Concrete Inc                                                                         |                                   |
| Supplier Payment        | Check               | 684                 | 2/2/2022            | 7,200.00              | Municipal Code Corporation                                                                    |                                   |
| Supplier Payment        | Check               | 685                 | 2/2/2022            | 6,693.37              | Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago           |                                   |
| Supplier Payment        | Check               | 686                 | 2/2/2022            | 5,963.00              | Murraysmith Inc                                                                               |                                   |
| Supplier Payment        | Check               | 687                 | 2/2/2022            | 16,288.60             | Murray Smith Inc                                                                              |                                   |
| Supplier Payment        | Check               | 688                 | 2/2/2022            | 1,021.81              | National Safety Inc                                                                           |                                   |
| Supplier Payment        | Check               | 689                 | 2/2/2022            | 30,151.56             | Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc |                                   |
| Supplier Payment        | Check               | 690                 | 2/2/2022            | 3,844.90              | Northwest Natural Gas Company - Remit-To: NW Natural - Portland                               |                                   |
| Supplier Payment        | Check               | 691                 | 2/2/2022            | 11,391.59             | Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland                           |                                   |
| Supplier Payment        | Check               | 692                 | 2/2/2022            | 9,285.00              | Nwestco LLC                                                                                   |                                   |

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

**INVOICE PAYMENTS REPORT**

| <u>Payment Category</u> | <u>Payment Type</u> | <u>Check Number</u> | <u>Payment Date</u> | <u>Payment Amount</u> | <u>Payment Payee</u>                                                                                  | <u>Payment Memo if applicable</u> |
|-------------------------|---------------------|---------------------|---------------------|-----------------------|-------------------------------------------------------------------------------------------------------|-----------------------------------|
| Supplier Payment        | Check               | 693                 | 2/2/2022            | 8,417.87              | NW Furniture Bank                                                                                     |                                   |
| Supplier Payment        | Check               | 694                 | 2/2/2022            | 1,125.00              | Pacific NW Forensic Pathology, PLLC                                                                   |                                   |
| Supplier Payment        | Check               | 695                 | 2/2/2022            | 398.74                | Pallet SPC                                                                                            |                                   |
| Supplier Payment        | Check               | 696                 | 2/2/2022            | 3,292.84              | PBS Engineering and Environmental Inc                                                                 |                                   |
| Supplier Payment        | Check               | 697                 | 2/2/2022            | 3,182.60              | Pediatric Emergency Standards Inc                                                                     |                                   |
| Supplier Payment        | Check               | 698                 | 2/2/2022            | 8,364.98              | Physio-Control Inc - Remit-To: Stryker Medical                                                        |                                   |
| Supplier Payment        | Check               | 699                 | 2/2/2022            | 521.84                | Pitney Bowes Inc                                                                                      |                                   |
| Supplier Payment        | Check               | 700                 | 2/2/2022            | 4,453.33              | Plant Quest, LLC                                                                                      |                                   |
| Supplier Payment        | Check               | 701                 | 2/2/2022            | 2,905.47              | Portland Adventist Medical Center                                                                     |                                   |
| Supplier Payment        | Check               | 702                 | 2/2/2022            | 5,644.08              | PPC Solutions Inc                                                                                     |                                   |
| Supplier Payment        | Check               | 703                 | 2/2/2022            | 2,000.00              | Public Safety Testing Inc                                                                             |                                   |
| Supplier Payment        | Check               | 704                 | 2/2/2022            | 5,654.00              | R & M Plant Procurement                                                                               |                                   |
| Supplier Payment        | Check               | 705                 | 2/2/2022            | 7,779.45              | Rigert Landscaping Co                                                                                 |                                   |
| Supplier Payment        | Check               | 706                 | 2/2/2022            | 7,142.40              | Robert Half International Inc                                                                         |                                   |
| Supplier Payment        | Check               | 707                 | 2/2/2022            | 75,430.93             | San Diego Police Equipment Co Inc                                                                     |                                   |
| Supplier Payment        | Check               | 708                 | 2/2/2022            | 80,838.35             | Slateco LLC                                                                                           |                                   |
| Supplier Payment        | Check               | 709                 | 2/2/2022            | 13,012.79             | Software House International SHI - Remit-To: SHI - Dallas                                             |                                   |
| Supplier Payment        | Check               | 710                 | 2/2/2022            | 3,955.39              | Southwest Clean Air Agency                                                                            |                                   |
| Supplier Payment        | Check               | 711                 | 2/2/2022            | 13,598.94             | SP Plus Corporation                                                                                   |                                   |
| Supplier Payment        | Check               | 712                 | 2/2/2022            | 4,646.25              | Stantec Consulting Services Inc - Remit-To: Stantec - Chicago                                         |                                   |
| Supplier Payment        | Check               | 713                 | 2/2/2022            | 25.00                 | State of Washington Department of Natural Resources - Remit-To: Dept of Natural Resources - Box 47041 |                                   |
| Supplier Payment        | Check               | 714                 | 2/2/2022            | 103.53                | Stericycle Inc                                                                                        |                                   |
| Supplier Payment        | Check               | 715                 | 2/2/2022            | 2,359.79              | Structured                                                                                            |                                   |
| Supplier Payment        | Check               | 716                 | 2/2/2022            | 4,204.50              | Summit Law Group                                                                                      |                                   |
| Supplier Payment        | Check               | 717                 | 2/2/2022            | 18,812.30             | The Salvation Army                                                                                    |                                   |
| Supplier Payment        | Check               | 718                 | 2/2/2022            | 868.00                | Towing & Recovering Services Inc                                                                      |                                   |
| Supplier Payment        | Check               | 719                 | 2/2/2022            | 810.00                | Triangle Resources Inc                                                                                |                                   |
| Supplier Payment        | Check               | 720                 | 2/2/2022            | 1,885.33              | Trilogy MedWaste West, LLC                                                                            |                                   |
| Supplier Payment        | Check               | 721                 | 2/2/2022            | 679.77                | Triple J Enterprises                                                                                  |                                   |
| Supplier Payment        | Check               | 722                 | 2/2/2022            | 500.00                | United States Postal Service - Remit-To: United States Postal Service Caples                          |                                   |
| Supplier Payment        | Check               | 723                 | 2/2/2022            | 35.00                 | Urgent Medical Center                                                                                 |                                   |
| Supplier Payment        | Check               | 724                 | 2/2/2022            | 31,875.00             | Vancouver Watersheds Council                                                                          |                                   |
| Supplier Payment        | Check               | 725                 | 2/2/2022            | 115.00                | Veritext LLC - Remit-To: Veritext LLC                                                                 |                                   |
| Supplier Payment        | Check               | 726                 | 2/2/2022            | 2,278.64              | W.B. Sprague Co. Inc.                                                                                 |                                   |
| Supplier Payment        | Check               | 727                 | 2/2/2022            | 3,770.24              | Walter E Nelson Company                                                                               |                                   |
| Supplier Payment        | Check               | 728                 | 2/2/2022            | 3,742.00              | Waste Connections of Washington - Remit-To: Waste Connections - Vancouver                             |                                   |
| Supplier Payment        | Check               | 729                 | 2/2/2022            | 44.46                 | Waste Connections of Washington - Remit-To: Waste Connections - Vancouver                             |                                   |
| Supplier Payment        | Check               | 730                 | 2/2/2022            | 11,508.36             | Whitney Equipment Company Inc                                                                         |                                   |
| Supplier Payment        | Check               | 731                 | 2/2/2022            | 1,056.00              | Williams Kastner & Gibbs PLLC - Remit-To: Williams Kastner - Seattle                                  |                                   |
| Supplier Payment        | Check               | 732                 | 2/2/2022            | 127,387.11            | Willis Towers Watson Insurance Services West inc                                                      |                                   |
| Supplier Payment        | Check               | 733                 | 2/2/2022            | 48,768.14             | Wilson Oil Inc                                                                                        |                                   |
| Supplier Payment        | Check               | 734                 | 2/2/2022            | 3,740.37              | W Todd Pascoe                                                                                         |                                   |
| Supplier Payment        | Check               | 735                 | 2/2/2022            | 10,735.00             | Xchange Recovery                                                                                      |                                   |

**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               | 736                 | 2/2/2022            | 202.08                | XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland |                                                                                                                     |
| Ad Hoc Payment          | Check               | 737                 | 2/2/2022            | 6,085.05              | AAA Septic Service                                                | SCIP Program 6000591 Joshua Wallin 1420 NE 128th Ave inv 18-22425                                                   |
| Ad Hoc Payment          | Check               | 738                 | 2/2/2022            | 314.52                | Amy Quint and Brandon Daniels                                     | Utility Refunds: 0082031700-08                                                                                      |
| Ad Hoc Payment          | Check               | 739                 | 2/2/2022            | 345.96                | Bishop, Carl and Doris                                            | Utility Refunds: 0099064600-03                                                                                      |
| Ad Hoc Payment          | Check               | 740                 | 2/2/2022            | 300.00                | Brown, Jill S                                                     | Utility Refunds: 0059037680-12 Consolidated refund created from multiple refunds                                    |
| Ad Hoc Payment          | Check               | 741                 | 2/2/2022            | 103.02                | Conrad, Pamela                                                    | Utility Refunds: 0028002000-02                                                                                      |
| Ad Hoc Payment          | Check               | 742                 | 2/2/2022            | 39.48                 | Daniels, Brandon                                                  | Utility Refunds: 0082031700-08                                                                                      |
| Ad Hoc Payment          | Check               | 743                 | 2/2/2022            | 21.43                 | Dove Property Management Inc                                      | Utility Refunds: 0112002972-12                                                                                      |
| Ad Hoc Payment          | Check               | 744                 | 2/2/2022            | 1,734.00              | D R Horton Inc.                                                   | Consolidated refund created from 3 RES Permits for Impact Fees                                                      |
| Ad Hoc Payment          | Check               | 745                 | 2/2/2022            | 33,031.04             | D R Horton Inc.                                                   | Consolidated refund of overpayment for the Four Seasons North – 32 residential permits overpaid Traffic Impact Fees |
| Ad Hoc Payment          | Check               | 746                 | 2/2/2022            | 8,463.00              | Earthworks Excavating Services Inc                                | SCIP program Praveen & Irene Chand 2718 NE Burton Rd inv WA241-21                                                   |
| Ad Hoc Payment          | Check               | 747                 | 2/2/2022            | 255.00                | Equity Trust Company Custodian                                    | Utility Refunds: 0023050410-03 Consolidated refund created from multiple refunds                                    |
| Ad Hoc Payment          | Check               | 748                 | 2/2/2022            | 80.00                 | Falahi Brothers M.C.                                              | Refund: CIVICGOV cust 723953 inv 77035993                                                                           |
| Ad Hoc Payment          | Check               | 749                 | 2/2/2022            | 80.03                 | Friend, Stephanie and Jason                                       | Utility Refunds: 0077070992-09                                                                                      |
| Ad Hoc Payment          | Check               | 750                 | 2/2/2022            | 160.00                | Gunter, Jeffery H                                                 | Utility Refunds: 0141003627-03                                                                                      |
| Ad Hoc Payment          | Check               | 751                 | 2/2/2022            | 59.10                 | Hatch, Christopher                                                | Utility Refunds: 0500002260-02 Consolidated refund created from multiple refunds                                    |
| Ad Hoc Payment          | Check               | 752                 | 2/2/2022            | 20.00                 | Interstate Battery                                                | Refund: alarm billing acct 10347 inv 99463933                                                                       |
| Ad Hoc Payment          | Check               | 753                 | 2/2/2022            | 46.80                 | Invest West Management                                            | Utility Refunds: 0079002795-01                                                                                      |
| Ad Hoc Payment          | Check               | 754                 | 2/2/2022            | 266.00                | Irish, Renee                                                      | Utility Refunds: 0500002860-02 Consolidated refund created from multiple refunds                                    |
| Ad Hoc Payment          | Check               | 755                 | 2/2/2022            | 20.00                 | Janet Jones                                                       | Refund: alarm billing acct 51799 inv 99457393                                                                       |
| Ad Hoc Payment          | Check               | 756                 | 2/2/2022            | 467.74                | John Neal                                                         | Claim Payment - DOL: 12/11/21 - Risk                                                                                |
| Ad Hoc Payment          | Check               | 757                 | 2/2/2022            | 2,255.01              | Jones, Sandra                                                     | Utility Refunds: 0022082503-07                                                                                      |
| Ad Hoc Payment          | Check               | 758                 | 2/2/2022            | 85.00                 | Julia Nicola                                                      | Refund: COV11239 Had not received permit                                                                            |
| Ad Hoc Payment          | Check               | 759                 | 2/2/2022            | 65.27                 | Lewis, Judith                                                     | Utility Refunds: 0108019805-01                                                                                      |
| Ad Hoc Payment          | Check               | 760                 | 2/2/2022            | 195.41                | Matson, Laura and Daniel                                          | Utility Refunds: 0000008871-02                                                                                      |
| Ad Hoc Payment          | Check               | 761                 | 2/2/2022            | 320.20                | McDonald Excavating Inc                                           | Utility Refunds: 0500002588-03                                                                                      |
| Ad Hoc Payment          | Check               | 762                 | 2/2/2022            | 14.33                 | McKay, Jordan and Nadezhda                                        | Utility Refunds: 0067049087-06                                                                                      |
| Ad Hoc Payment          | Check               | 763                 | 2/2/2022            | 79.77                 | McMinn, Jessica                                                   | Utility Refunds: 0113010026-08                                                                                      |
| Ad Hoc Payment          | Check               | 764                 | 2/2/2022            | 81.68                 | Michael Vanover Trust                                             | Utility Refunds: 0161015150-04                                                                                      |
| Ad Hoc Payment          | Check               | 765                 | 2/2/2022            | 20.00                 | Mind & Body Natural Healing Center                                | Refund: alarm billing acct 16362 inv 99459984                                                                       |
| Ad Hoc Payment          | Check               | 766                 | 2/2/2022            | 48.64                 | Morley, Murrell E                                                 | Utility Refunds: 0163001027-04                                                                                      |
| Ad Hoc Payment          | Check               | 767                 | 2/2/2022            | 20.00                 | Nicholas Rosdahl/Gerri Brooks                                     | Refund: alarm billing overpaymt acct 21863 inv 99464601                                                             |
| Ad Hoc Payment          | Check               | 768                 | 2/2/2022            | 20.00                 | Nikodim Vorobets                                                  | Refund: alarm billing acct 19441 inv 99464409                                                                       |
| Ad Hoc Payment          | Check               | 769                 | 2/2/2022            | 96.59                 | Painted Rock LLC                                                  | Utility Refunds: 0088080025-19                                                                                      |
| Ad Hoc Payment          | Check               | 770                 | 2/2/2022            | 223.46                | Pamela Custer                                                     | Claim Payment - DOL: 01/20/22 - Risk                                                                                |
| Ad Hoc Payment          | Check               | 771                 | 2/2/2022            | 20.00                 | Papa Murphy's #21                                                 | Refund: alarm billing acct 7611 inv 99465067                                                                        |
| Ad Hoc Payment          | Check               | 772                 | 2/2/2022            | 137.35                | Paula M Martin and Janice L Taylor                                | Utility Refunds: 0029012809-07                                                                                      |
| Ad Hoc Payment          | Check               | 773                 | 2/2/2022            | 229.84                | PLS Enginnering                                                   | Refund: COV10767 empty quit canceled permit                                                                         |
| Ad Hoc Payment          | Check               | 774                 | 2/2/2022            | 450.00                | Ramen Street INC                                                  | Refund: Bus lic fees ref COVID-19 surch ref prog                                                                    |
| Ad Hoc Payment          | Check               | 775                 | 2/2/2022            | 48,364.36             | Reach 62nd Ave LLC                                                | Utility Refunds: 0500002510-01                                                                                      |
| Ad Hoc Payment          | Check               | 776                 | 2/2/2022            | 24,524.34             | Reach 62nd Ave LLC                                                | Utility Refunds: 0500002510-01 Consolidated refund created from multiple refunds                                    |
| Ad Hoc Payment          | Check               | 777                 | 2/2/2022            | 126.27                | Sawyer, Maryann L                                                 | Utility Refunds: 0039010500-00                                                                                      |
| Ad Hoc Payment          | Check               | 778                 | 2/2/2022            | 2,719.72              | Sawyer, Maryann L                                                 | Utility Refunds: 0039010500-00                                                                                      |
| Ad Hoc Payment          | Check               | 779                 | 2/2/2022            | 87.38                 | Swanberg, Eric                                                    | Utility Refunds: 0107004972-04                                                                                      |

**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               | 780                 | 2/2/2022                    | 23.02                 | The Leslie Hawkins Living Trust | Utility Refunds: 0000001403-02                                                   |
| Ad Hoc Payment          | Check               | 781                 | 2/2/2022                    | 77.96                 | The Williams Trust              | Utility Refunds: 0098033400-05                                                   |
| Ad Hoc Payment          | Check               | 782                 | 2/2/2022                    | 65.16                 | Waterman, Barry                 | Utility Refunds: 0500002947-02                                                   |
| Ad Hoc Payment          | Check               | 783                 | 2/2/2022                    | 91.00                 | Western Forset Products US LLC  | Refund: alarm billing acct 10365 inv 99463937                                    |
| Ad Hoc Payment          | Check               | 784                 | 2/2/2022                    | 108.00                | Whalen, Margaret L              | Utility Refunds: 0048055935-07 Consolidated refund created from multiple refunds |
| Ad Hoc Payment          | Check               | 785                 | 2/2/2022                    | 206.88                | Williamson, Brian               | Utility Refunds: 0074017536-01                                                   |
| Ad Hoc Payment          | Check               | 786                 | 2/2/2022                    | 115.12                | Williamson, Brian and Terrie    | Utility Refunds: 0074017536-01                                                   |
|                         |                     |                     | <b>Check Total</b>          | <b>1,707,138.45</b>   |                                 |                                                                                  |
|                         |                     |                     | <b>Manual Wire Total</b>    | <b>1,017,163.27</b>   |                                 |                                                                                  |
|                         |                     |                     | <b>EFT Total</b>            | <b>1,843,397.69</b>   |                                 |                                                                                  |
|                         |                     |                     | <b>Direct Deposit Total</b> | <b>1,710.21</b>       |                                 |                                                                                  |
| Hansen                  |                     |                     | 2/7/2022                    | 2,492.02              | City Payments                   | Posted 01-31-22 thru 02-06-22                                                    |
|                         |                     |                     | <b>Hansen Total</b>         | <b>2,492.02</b>       |                                 |                                                                                  |
| VISA                    |                     |                     | 2/7/2022                    | 1,852.69              | Miscellaneous                   | Parks Class Refunds - FCC 01-31-22 to 02-06-22                                   |
| VISA                    |                     |                     | 2/7/2022                    | 2,426.43              | Miscellaneous                   | Parks Class Refunds - MCC 01-31-22 to 02-06-22                                   |
| VISA                    |                     |                     | 2/7/2022                    | -                     | Miscellaneous                   | Parks Class Refunds - Special Events 01-31-22 to 02-06-22                        |
| VISA                    |                     |                     | 2/7/2022                    | -                     | Miscellaneous                   | Parks Class Refunds - WREC 01-31-22 to 02-06-22                                  |
|                         |                     |                     | <b>VISA Total</b>           | <b>4,279.12</b>       |                                 |                                                                                  |
|                         |                     |                     | <b>Payroll Total</b>        | <b>-</b>              |                                 |                                                                                  |
|                         |                     |                     | <b>Grand Total</b>          | <b>4,576,180.76</b>   |                                 |                                                                                  |
|                         |                     |                     |                             |                       |                                 |                                                                                  |
|                         |                     |                     |                             |                       |                                 |                                                                                  |

City of Vancouver  
Payroll Council Report  
February 1, 2022 - February 07, 2022

| Check No. | Date | Explanation            | Amount |
|-----------|------|------------------------|--------|
|           |      | No payroll this period |        |
|           |      |                        |        |
|           |      |                        |        |
|           |      |                        |        |
|           |      |                        |        |
|           |      |                        |        |
|           |      |                        |        |
|           |      |                        |        |
|           |      |                        |        |
|           |      |                        |        |
|           |      |                        |        |
|           |      |                        |        |
|           |      |                        |        |
|           |      |                        |        |
|           |      |                        |        |

\$ -