

Anne McEnerny-Ogle, Mayor

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

November 14, 2022

WORKSHOPS

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

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

*View the CVTV video recording, including presentations and discussion, for workshops at:
https://www.cvtv.org/vid_link/35143?startStreamAt=0&stopStreamAt=7446*

4:00-5:00 p.m. Fourth Plain Safety & Mobility Project Phase II- Ft. Vancouver Way to Andresen

Kate Drennan, Principal Planner, 360-487-7959; Rebecca Kennedy, Deputy Community Development Director, 360-487-7896

Summary

Staff led Council through a discussion of the Fourth Plain and Mobility Project Phase II - Ft. Vancouver Way to Andresen.

5:00-6:00 p.m. 2022 Zoning and Comprehensive Plan Map and Text Changes

Bryan Snodgrass, Principal Planner, 360-487-7946

Summary

Staff led Council through a discussion of the 2022 Zoning and Comprehensive Plan Map and Text Changes.

Councilmember Paulsen was absent for the Workshops.

COUNCIL DINNER/ADMINISTRATIVE UPDATES

COUNCIL CONSENT AGENDA MEETING

This meeting was conducted as a hybrid meeting with in person and remote viewing and participation over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's

Facebook page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda items and under the Community Forum were also facilitated in person and via the GoToMeeting conference call.

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: https://www.cvtv.org/vid_link/35145?startStreamAt=0&stopStreamAt=3224
Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: Paulsen

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

Approval of Minutes

Minutes - October 3, 2022

Motion by Councilmember Stober, seconded by Councilmember Fox, and carried unanimously to approve the meeting minutes of October 3, 2022.

Proclamations: National Runaway Prevention Month

Mayor McEnerny-Ogle read and presented a proclamation to Michelle Bart, President and Founder of the National Women's Coalition Against Violence and Exploitation and the NWCAVE Board of Directors, proclaiming the month of November 2022, as National Runaway Prevention Month.

Community Communications

Mayor McEnerny-Ogle opened Community Communication and received testimony from the following community members regarding Items 1-23:

- Kimberlee Elbon, La Center, WA

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

Consent Agenda (Items 1-23)

Council requested Items 8 and 18 to be pulled.

Council discussed Items 8 and 18 at length with staff.

Motion by Councilmember Fox, seconded by Councilmember Hansen, and approved unanimously to approve Items 1-17 and 19-23 on the Consent Agenda.

Motion by Councilmember Stober, seconded by Councilmember Fox, and approved 5-1 to approve Item 18 on the Consent Agenda. Councilmember Hansen voted No.

1. **Continued use of C-101045: Sourcewell Contract 093021-SWZ for the purchase of goods and services for Schwarze street sweepers**
Staff Report: 162-22

Over the lifespan of this contract, three sweepers will be due for replacement. This contract also provides price discounts for goods and services needed for maintenance and repairs. Since these purchases will exceed the current contract's \$300,000 spending threshold, we are proactively asking that this contract be amended for purchases to be made according to the departments' current authorized budget in place of setting a new spending threshold. In keeping with Fleet Service's effort to streamline the City's fleet, staff is requesting the ability to purchase from this contract and take advantage of the contract pricing.

Request: Authorize the City Manager or their designee to approve purchases under C-101045: Sourcewell 093021-SWZ for the life of the contract with SWS Equipment up to the current authorized budget.

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

Motion approved the request.

2. **Completion of Construction - Tower Mall Demolition**

Staff Report: 163-22

The Project demolished and removed Tower Mall and the Allstate / Bank of America Building. All hazardous building materials were removed and properly disposed.

The original construction contract bid amount was \$1,906,331.87. Change orders and quantity adjustments during construction increased the contract amount by 6.2% to \$2,024,643.57. The largest change order was the removal and disposal of excess crushed concrete, beyond the amount that was able to be placed at the Tower Mall site. This change order increased the contract amount by \$44,537.04. 3 Kings Environmental of Battle Ground, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications.

The apprenticeship goal for this project was 5% of the project's labor hours. Before construction began, the Contractor contacted the Oregon-Columbia Laborers Apprenticeship Program through the Laborers' Union. Unfortunately, the Union was not able to supply apprentices for the vast majority of the project. As a result, the Contractor's actual apprenticeship utilization was less than 1% of the project's labor hours. The contractor documented multiple communications with the Laborers' Union in which they requested apprentices. City of Vancouver Procurement Services and Construction Services staff reviewed this Good Faith Effort documentation, found it acceptable, and waived the penalty for not meeting the apprenticeship goal.

Request: On November 14, 2022, accept the Tower Mall Demolition Project as constructed by 3 Kings Environmental of Battle Ground, Washington, and authorize release of the retainage in the amount of \$93,301.55, subject to receipt of all documentation required by law.

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

Motion approved the request.

3. **Completion of Construction - Broadway Corridor Improvements Phase 1**

Staff Report: 164-22

The project constructed improvements on Broadway between East 13th Street and McLoughlin Boulevard, including upgrading existing water and sewer mains, installing ADA-compliant curb ramps, repairing sections of failed sidewalk, replacing dying and hazardous trees, and paving the full width of the street.

The original construction contract bid amount was \$1,349,727.70. Change orders and quantity adjustments during construction increased the contract amount by 5.3% to \$1,421,014.13. The largest change order was adding two years of maintenance for all the trees planted as part of the project. This change order increased the contract amount by \$19,361.44. Catworks Construction of Vancouver, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications.

The apprenticeship goal for this project was 4% of the project's labor hours. The contractor was able to exceed the goal and achieve an actual apprenticeship utilization of 8% by using 534.5 apprenticeship hours of the total 7104.7 project hours.

Request: On November 14, 2022, accept the Broadway Corridor Improvements Phase 1

Project as constructed by Catworks Construction of Vancouver, Washington, and authorize release of the retainage bond, subject to receipt of all documentation required by law.

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

Motion approved the request.

4. **Completion of Construction - 2022 Joint Agency Slurry Seal Project**

Staff Report: 165-22

The project applied slurry seal surfacing to approximately 33 lane miles of streets.

The original construction contract bid amount was \$452,100.00. Quantity adjustments during construction decreased the contract amount by 9.7% to \$408,043.47. The largest quantity adjustment can be attributed to removing some of the streets in Fisher's Landing from the 2022 slurry surfacing list so that additional pavement repairs could be performed on those streets in 2023 prior to slurry surfacing. Blackline, Incorporated of Vancouver, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications.

Request: On November 14, 2022, accept the 2022 Joint Agency Slurry Seal Project as constructed by Blackline, Incorporated of Vancouver, Washington, and authorize release of retainage in the amount of \$20,402.17, subject to receipt of all documentation required by law.

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

Motion approved the request.

5. **2022 Crack Sealing and Mastic Repair - Final Construction Acceptance and Release of Retainage**

Staff Report: 166-22

BVC Inc. of Wenatchee, Washington has completed the work for crack sealing 80 lane mile of streets that will receive preservation treatments, including AR chip seals, microsurfacing, and cape seals.

The original bid amount was \$371,500.00 compared to the final amount of \$371,028.00.

The engineer's estimate was below the \$500,000.00 threshold, so this project did not require a minimum apprenticeship utilization goal.

The work was completed was satisfactory and in accordance with the plans and specifications.

Request: On November 14, 2022, accept the 2022 Crack Sealing and Mastic Repair project as constructed by BVC Inc. of Wenatchee, Washington and authorize release of retainage in the amount of \$18,551.40, subject to receipt of all documentation required by law.

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

Motion approved the request.

6. **Completion of Construction - 2022 Pavement Repairs**

Staff Report: 167-22

Granite Construction Co., of Vancouver, Washington has completed construction of street repairs including pavement repairs, planning of roadways, paving of existing roads, minor utility adjustments, and temporary striping in advance of 2022 preservation treatment.

The work was completed satisfactorily in accordance with the plans and specifications. The original bid amount was \$1,345,460.00 compared to the final amount of \$1,605,338.53, an approximate 19% cost increase. The cost increase is attributed to additional pavement repair on NE 164th Ave and SE 192 Ave that was determined after project award. The pavement repairs were necessary to prepare the street for their respective treatment types.

Granite Construction Co. met the minimum apprenticeship utilization goal of 3% by using 178 apprenticeship hours of the 5563.3 total project hours.

Request: On November 14, 2022, accept the 2022 Pavement Repairs project as constructed by Granite Construction Co., of Vancouver, Washington and authorize release of retainage bond, subject to receipt of all documentation required by law.

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

Motion approved the request.

7. **2022 Central Curb Ramps - Final Construction Acceptance and Release of Retainage**

Staff Report: 168-22

Hedval Sitework Specialties, LLC of La Center, Washington has completed construction of 35 curb ramps as part of the 2022 Central Curbs Ramps contract.

The original bid amount was \$490,949.76 compared to the final amount of \$386,147.54, an approximate 21% cost decrease. The cost decrease is attributed to the City electing to delete 7 ramps and some sidewalk work on NE 122nd Ave from the original scope of work because there will be an Sewer Connection Incentive Program (SCIP) project at that location next year. The ramps will get installed after the SCIP project is done and before the preservation treatment is done in 2024.

The contractor was unable to meet the minimum apprenticeship utilization goal of 3% and a good faith effort waiver of the penalty was approved. The good faith effort was justified in that the subcontractor intending to reach the goal requested apprentices several times throughout the project and was unable to obtain any apprentices, the remaining subcontractors were truck drivers, owner operators, or specialty contractors which limited their ability to provide apprentices. In addition, the project duration was only for 60 days, which can be challenging to obtain apprentices in that limited amount of time.

The work was completed satisfactorily in accordance with the plans and specifications.

Request: On November 14, 2022, accept the 2022 Central Curb Ramps project as constructed by Hedval Sitework Specialties, LLC of La Center, Washington and authorize release of retainage in the amount of \$19,307.38, subject to receipt of all documentation required by law.

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

Motion approved the request.

8. **Bid Award for Fruit Valley Road Stormwater Overflow, per Bid # 22-39**

Staff Report: 169-22

Currently, there is recurring local roadway flooding within the 4800 block of NW Fruit Valley Road that occurs during severe or prolonged storm events. This creates a driving hazard when high water backs up within the roadway and flooding of adjacent properties.

On October 18, 2022, the City received 8 bids for the subject project. The bids ranged between \$599,995 and \$912,123. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Tapani, Inc., Battle Ground, WA	\$599,995.00
Advanced Excavating Specialists, LLC., Kelso, WA	\$620,932.00
Western United Civil Group, LLC, Yacolt, WA	\$629,545.00
Nutter Corporation, Vancouver, WA	\$640,551.00
Cat Works, LLC, Vancouver, WA	\$765,766.50
North Cascade Excavating, LLC., Woodland, WA	\$847,244.00
Clark & Sons Excavating, Inc., Battle Ground, WA	\$894,183.00
Lee Contractors, Battle Ground, WA	\$912,123.00
Engineers' Estimate	\$741,340.00

The contractor plans to meet or exceed the 3% apprenticeship goal by using 36 apprentice hours of the total 723 hours.

Request: Award a construction contract for the Fruit Valley Road Stormwater Overflow project to the lowest responsive and responsible bidder, Tapani, Inc., Battle Ground, WA, USA at their bid price of \$599,995.00, which includes Washington State sales tax, and authorize the City Manager or designee to execute the same.

Motion approved the request.

9. **Bid Award for Ellsworth Water Plant Disinfection System**

Staff Report: 170-22

The Ellsworth Water Station is a 40-acre site that includes three wells, two booster pump stations and a treatment plant. The Ellsworth wells are in a deep, protected aquifer that contains elevated concentrations of naturally occurring iron and manganese. The treatment system has successfully removed iron and manganese from the water since the treatment facility began operations in 1995.

The project replaces existing chlorine gas disinfection equipment. New equipment will provide an updated disinfection system meeting current city standards. The new disinfection system utilizes salt, water and electricity to generate a low-strength sodium hypochlorite disinfection solution. All new equipment will utilize existing buildings and no new structures are required for this project. This project is our fifth sodium hypochlorite generation system installation project and continues our efforts to install disinfection systems that were selected as our standard in 2015.

On October 25, 2022, the City received four (4) responsive bids for the subject project. The bids are as follows:

SUMMARY OF RESPONSIVE BIDS	
BIDDER	AMOUNT
Rotschy, Inc. Vancouver, WA	\$1,223,248.87
Pease & Sons, Inc., Tacoma, WA	\$1,458,343.08
McClure and Sons, Inc., Mill Creek, WA	\$1,734,660.03
Tapani, Inc., Battle Ground, WA	\$2,293,147.50
Engineer's Estimate with Tax	\$1,400,000.00

Rotschy, Inc. has completed projects of similar size and scope in the past and has met the requested supplemental responsible bidder criteria.

Rotschy Inc. plans to meet or exceed the City's Apprenticeship Utilization goal of 3% on this project by utilizing 300 apprenticeship hours of the 3055 total project hours.

Request: On November 14, 2022, award a construction contract for the Ellsworth Water Plant Disinfection System project to the lowest responsive and responsible bidder, Rotschy, Inc. of Vancouver, WA at their bid price of \$1,223,248.87, which includes Washington State sales tax; and authorize the City Manager or designee to execute a contract with Rotschy, Inc. for the same.

Tyler Clary, Water Engineering Program Manager, 360-487-7169

Motion approved the request.

10. **Award of contract for Television Video Production, Broadcast Equipment & Related Services, per Bid # 22-40**

Staff Report: 171-22

Clark/Vancouver Television typically purchases between \$200,000 and \$300,000 annually of video production and broadcast equipment. The amount varies based off the video equipment needed to be replaced. The City sought bids based off of percentage discounts from video production equipment manufacturers resold by the vendor.

On October 18, 2022, the City received one bid for the subject project. The bid was advertised publicly in three separate newspapers for two weeks and also sent directly to multiple supplier rosters that included certified minority firms. The bid price was based off of the discounted amount from video equipment manufacturers' retail price, not reflective of the amount expected to be spent. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Key Code Media, Inc., Seattle, WA	\$7,325.92

Request: On November 14, 2022, award a 1-year contract for Television Video Production, Broadcast Equipment and Related Services to the lowest responsive and responsible bidder, Key Code Media, Inc. of Seattle, WA not to exceed \$300,000.00, which includes Washington State sales tax, with the option to extend the contract an additional 3-years not to exceed \$1,200,000 and authorize the City Manager or designee to execute the same.

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

Motion approved the request.

11. **Amendment No. 5 to Contract C-91034 for Encampment Abatement and Cleanup Services**

Staff Report: 172-22

In October 2018, the City awarded a Contract to Rapid Response Bio Cleaning, LLC for encampment abatement and cleanup services. The City intends to extend this Agreement for the fifth and final year, until December 2023. As of October 2022, there has been \$260,000 of services provided under this Agreement and there is expected to be an additional \$100,000-\$150,000 for the final year.

Request: Increase the not-to-exceed amount for Agreement C-91034 with Rapid Response Bio Cleaning, LLC for encampment abatement and cleanup services, to the amount of \$450,000.

Brian Potter, Operations Superintendent, 360-487-8323

Motion approved the request.

12. **Ad Valorem Taxes for 2023**

Staff Report: 173-22

AN ORDINANCE fixing and levying the amount of ad valorem taxes necessary to balance estimated revenue with estimated expenditures for the 2023/2024 Budget for the City of Vancouver; providing for an effective date.

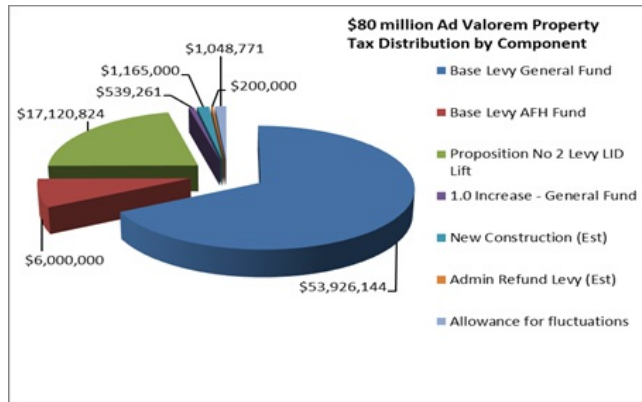
Pursuant to RCW 35.33.135, Council must approve an ordinance to fix and authorize the Clark County Assessor's Office to levy ad valorem taxes necessary to fund the City of Vancouver's 2023-2024 Biennial Budget.

An ad valorem tax (Latin for "according to value") is defined as a tax based on the value of real estate or personal property. An ad valorem tax is typically imposed at the time of a transaction(s) (a sales tax or value-added tax (VAT)), but it may be imposed on an annual basis (real or personal property tax) or in connection with another significant event (i.e. inheritance tax).

Staff currently estimates the 2023 real and personal property tax levy as \$74 million, which includes a preliminary estimate of \$1,165,000 in property tax revenue from new construction. The estimate of property tax from new construction will be updated based on the final new construction valuation provided by the Assessor's Office. The estimate of property tax revenue does not include the change in value of state-assessed utility property. Both of these amounts will not be final until December 2022.

City staff recommends that Council approve ad valorem taxes in the amount of \$80 million, which is needed to fund the City's 2023-2024 biennial budget. Of the total, \$74 million is for general fund purposes, and \$6 million is for the affordable housing fund. Approving ad valorem taxes of \$80 million allows the County Assessor's Office to levy real and personal property taxes to the full extent allowed under Washington State law. Staff anticipates that the final certified levy will be between \$79 million and \$79.5 million in 2023. If Council authorizes the ad valorem tax amount too low, the County Assessor's Office will only be allowed to levy up to the amount authorized by Council.

Staff recommends that City Council approve ad valorem taxes in the amount of \$80 million for the 2023 real and personal property tax levy within the city limits of Vancouver. This estimated revenue source is necessary to fund the 2023-2024 Biennial Budget for the City of Vancouver.



Request: On November 14, 2022, approve ordinance on first reading, setting the date of second reading and public hearing for November 21, 2022.

Carrie Lewellen, Financial and Management Services, 360-487-8482

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

Motion approved the request.

13. **Property Tax Levy for 2023**

Staff Report: 174-22

AN ORDINANCE relating to the annual property tax levy; authorizing an increase of 1.0% in the City's regular levy from the amount levied the previous year; and providing for an effective date.

On November 6, 2001, Washington voters approved Initiative 747 (I-747), which limits the allowable increase in the property tax levy to 1.0%, or the rate of inflation, whichever is less. The intent of the Initiative was reaffirmed by the Legislature in November 2007. The measure of inflation used under this law is the Implicit Price Deflator (IPD). The IPD inflation rate for 2023 levy calculations is 6.457%.

Staff recommends that City Council approve a 1.0% increase in the property tax levy, which is the maximum increase allowed. Based on last year's General Fund base levy of \$53,926,143.75, the increase will be \$539,261.44. Authorization of this increase requires a simple majority vote of City Council.

On February 8, 2022 registered voters who reside within the City of Vancouver approved Proposition No. 2 which permanently increases the property tax levy rate by an additional \$.50 per \$1,000 in assessed value beginning in 2023. This money is dedicated to fire and emergency services and facilities and the 2023-2024 budget added expenditures consistent with the Proposition 2.

Staff estimates that the City's general fund base property tax levy rate (exclusive of the Proposition No.2 Levy LID Lift rate of \$.50 per \$1,000 of assessed value) in 2023 will range between \$1.55 per \$1,000 of assessed value to \$1.65 per \$1,000 of assessed value, compared to the actual 2022 general fund property tax levy rate of \$1.852 per \$1,000. The decrease in the property tax levy rate is attributed to assessed values in the City increasing by approximately 17.6% compared to the prior year. Because of the limit on property tax increases, as discussed above, the property tax levy rate declines as assessed value increases. The statutory cap for the City's levy rate is \$3.325 per \$1,000 of assessed value. There will be an additional \$.50 levied per \$1,000 in assessed value beginning in 2023 to fund Fire operating, capital and related services and costs.

Example calculation of City Property Tax:

2022 Rate	2022 Property Tax	2023 Rate	2023 Property tax	Annual increase estimate

Median House Value	421,000		484,150		
General Fund Levy Rate	1.85	\$779	\$1.60	\$775	-\$4
Proposition 2 (voted)			\$0.50	\$242	\$242
Total Property tax payable to the City		\$779		\$1,017	\$238

Some citizens may qualify for tax relief or qualify for a deferral program. To find out more information about this, residents should contact the Clark County Assessor's Office at 564-397-2391 or visit their website at <http://www.clark.wa.gov/assessor/taxrelief/index.html>.

In addition to the base levy, the City collects new property tax revenue based on the value of new construction added to the assessment rolls during the prior year. The revenue to the City is calculated using the assessed value of new construction multiplied by the prior year's levy rate. The value of new construction is still being finalized by the County Assessor's Office and includes the value of utility new construction provided to the County Assessor by the State. The most recent estimate from the County Assessor's Office indicates more than \$629 million of new construction, which translates into \$1,165,000 of additional City property tax revenue, which is slightly more than the \$897,000 received for new construction values for 2022 taxes. The City's ordinance states the percentage and dollar amount increase in the City's base property tax levy as required by RCW 84.55.120. The County Assessor will determine the levy amount for new construction based on their final calculations.

Request: On November 14, 2022, approve the ordinance on first reading, setting the date of second reading and public hearing for November 21, 2022.

Carrie Lewellen, Financial and Management Services, 360-487-8482

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

Motion approved the request.

14. **Property Tax Affordable Housing Levy for 2023**

Staff Report: 175-22

AN ORDINANCE relating to the annual property tax levy; authorizing an increase of 0.0% in the City's Affordable Housing Fund levy from the amount levied the previous year; and providing for an effective date.

Proposition 1 was approved by the citizens of Vancouver in November 2016 and authorized a \$6,000,000 annual property tax levy for 7 years, beginning in 2017 and ending at the end of 2023. Information provided by the Washington State Department of Revenue states that the dollar amount stated in the ballot title is limiting amount, and the highest lawful levy amount is \$6,000,000.

Staff recommends that City Council approve a 0.0% increase in the property tax levy for the Affordable Housing Levy. Based on last year's Affordable Housing Fund levy of \$6,000,000, the increase will be \$0.00. Authorization of no increase in the Affordable Housing Fund levy requires a simple majority vote of City Council.

Staff estimates that the City's Affordable Housing Fund property tax levy rate in 2023 will range between \$0.17 per \$1,000 of assessed value to \$0.19 per \$1,000 of assessed value, compared to the actual 2022 affordable housing fund property tax levy rate of \$0.2061 per \$1,000. The decrease in the property tax levy rate is attributed to assessed values in the City increasing by approximately 17.6% compared to the prior year. Because of the limit on property tax increases, as discussed above, the property tax levy rate declines as assessed value increases. The statutory cap for the City's levy rate is \$3.325 per \$1,000 of assessed value.

Example calculation of City Property Tax:

Assessed Value 2022 \$421,000	Levy Rate 2022 \$0.206102 (per \$1,000 assessed value; Affordable Housing Levy only)	2022 City Property Tax = \$86.77
Assessed Value 2023 \$495,096 (assumes assessed value)	Estimated Levy Rate 2023 \$0.1752 (per \$1,000 assessed value;	2023 City Property Tax (hypothe = \$86.77

increases 17.6%)	Affordable Housing Levy only)	
AV increases 17.6%	Levy Rate declines	Annual tax increase \$0.00 for example taxpayer*

**If the assessed value of the resident's property as a percentage increased by less than 17.6%, the resident's annual taxes would be equal to or slightly less than the taxes paid to the city in 2022. If the assessed value of the resident's property increased by more than 17.6% from the previous year, the increase in the annual taxes would be slightly higher.*

Some citizens may qualify for tax relief or qualify for a deferral program. To find out more information about this, residents should contact the Clark County Assessor's Office at 564-397-2391 or visit their website at <http://www.clark.wa.gov/assessor/taxrelief/index.html>.

Request: On November 14, 2022, approve the ordinance on first reading, setting the date of second reading and public hearing for November 21, 2022.

Carrie Lewellen, Financial and Management Services, 360-487-8482

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

Motion approved the request.

15. Preservation Of Levy Capacity for Exempt Property for 2023

Staff Report: 176-22

AN ORDINANCE authorizing an increase in tax levy capacity pursuant to RCW 84.55.120 and an increase in limit factor for maximum levy capacity pursuant to RCW 84.55.092.

On February 8, 2022 the voters of the City approved Proposition 2 at a special election authorizing a permanent levy lid lift of \$.50 per \$1,000 assessed value to fund fire and emergency services. Proposition 2 also provided that the property of qualifying seniors, veterans and others would be exempt from paying the increased property tax rate associated with the levy lid lift, pursuant to RCW 84.36.

Annually properties that qualify for the exemption allowed under RCW 84.36 will change. In order for the County Assessor's Office to calculate the highest lawful levy of all properties and include in future years the properties exempt from the tax approved by Proposition 2, pursuant to RCW 84.55.092, Council must approve an ordinance to authorize the Clark County Assessor's Office to authorize a property tax increase against the property not subject to the levy lid lift when calculating the highest lawful levy and authorize the limit factor be applied to the excluded property, which in 2023 will be 1.0%. This preserves levy capacity for the overall highest lawful levy calculation and allows the County Assessor to include the limit factor on the properties that were excluded, if they move out of the exempt status. By approving this ordinance, the exempt properties will not see their levy increased by \$0.50 per \$1,000 for as long as property remains eligible for exemption in accordance with state law.

By approving this ordinance, this will protect future levy capacity by protecting the levy for a future event when the property is no longer eligible for the exemption.

Request: On November 14, 2022, approve ordinance on first reading, setting the date of second reading and public hearing for November 21, 2022.

Carrie Lewellen, Financial and Management Services, 360-487-8482

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

Motion approved the request.

16. Ordinance amending Section VMC 20.915.050 to update Table 20.915.050-1 to incorporate the parks impact fee increase recommendation from 2019

Staff Report: 177-22

AN ORDINANCE of the City of Vancouver relating to the amendment of Park Impact Fees for 2023-2026 in a table in the Vancouver Municipal Code; amending Vancouver Municipal Code Sections 20.915.050 to

update Table 20.915.050-1; providing for severability; and setting an immediate effective date.

The City of Vancouver implemented impact fees for transportation, schools and parks and open spaces in 1995 to meet the demands of future growth. The current PIF program is structured to support acquisition and development costs for Neighborhood Parks, Community Parks and Urban Natural Areas.

Quality parks and open spaces are well recognized as an essential element for a community to realize economic stability and social and physical health. The City of Vancouver population growth has been the fastest in the State of Washington. The City is poised to increase residential density in order to maximize efficient investment and use of the necessary infrastructure. The need in additional parks, trails and open spaces growth with the population increase and urbanization.

The attached ordinance implements the last four-year increases of the gradual six-year phased implementation fee increase as proposed in the PIF Technical document and discussed with Council in the context of a Stronger Vancouver conversation.

The City worked closely with the business community and other stakeholders to develop a phased implementation plan of PIF rate increases to soften any potential impact to the building community. The specific rates as well as the average current PIF rates are outlined in the table below.

Year	Park District	% Increase	Single-Family (SF)	Multi-Family (SF)
1-Jan-21	A, B, C	25% increase	\$2,819	\$2,060
1-Jan-22	A, B, C	25% increase	\$3,523	\$2,575
1/1/2023	A, B, C	35% increase	\$4,757	\$3,476
1/1/2024	A, B, C	10% increase	\$5,232	\$3,824
1/1/2025	A, B, C	10% increase	\$5,756	\$4,206
1/1/2026	A, B, C	6.5% increase	\$6,130	\$4,480

This proposal eases the adjustment for local home builders and lessens the impact to new housing units as well as any secondary impacts to existing housing stock. The rate adjustment will improve the level-of-service for future neighborhoods, although at a level below standard.

Request: On November 14, approve ordinance on first reading, setting date of second reading and public hearing for November 21.

David Perlick, Recreation Services Manager, 360-487-8314

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

Motion approved the request.

17. Real Estate Excise Tax Adjustment

Staff Report: 178-22

AN ORDINANCE of the City of Vancouver regarding the Real Estate Excise Tax (REET); amending VMC 3.20.040 to update the allocation, prioritization, and use of revenues generated from REET; providing for severability; and setting an effective date of January 1, 2023.

REET 1 revenue by state statutes may only be spent on funding of eligible public capital projects. Those projects have to be identified in the jurisdiction's Comprehensive Plan. Eligible use of funds include projects related to planning, acquisition, construction, reconstruction, repair, rehabilitation or improvement of streets, roads, parks, recreational facilities, trails, administrative and law enforcement facilities.

Current REET I revenue is split between parks and recreation, economic development and transportation. A total of 9% of tax proceeds, up to a maximum of \$172,000 per year, has been set aside for neighborhood traffic safety program improvements to city streets. Sixty-eight percent (56%) of the proceeds, up to \$1,956,000, is dedicated to support debt issued prior to 2008 for construction of the Firstenburg and remodel of Marshall recreational facilities. Up to a maximum of \$250,000 above the other obligations set forth in this ordinance, has been dedicated for Parks and Recreation Capital. A total of 20% of the revenue, up to an annual maximum of \$1,000,000, shall be used to support construction of public infrastructure to facilitate economic development in strategic reinvestment areas

of the City.

Current composition of percentages and caps on revenue for each dollar in revenue is unnecessarily complex. The proposed language in the attached ordinance simplifies the calculation without changing the intent of the allocations in the Code. The ordinance creates a recommended waterfall for the revenue dollars and adjusts all allocations for inflation annually beginning on January 1, 2024. The proposed change to the VMC 3.20.040 will allocate the remaining proceeds from REET 1, up to \$1 million per year, indexed for inflation, to funding a trail development and construction program at the City of Vancouver, with the purpose of creating interconnectivity of trails City-wide and connecting the residents to the river and other parks assets. This proposal will not impact any other allocations of REET 1 revenue.

Request: On November 14, approve ordinance on first reading, setting the date of second reading and public hearing for November 21.

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

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

Motion approved the request.

18. Ordinance amending Sections VMC 5.04.075, 5.04.090 and 5.04.095 to update the business license fee and surcharge

Staff Report: 179-22

AN ORDINANCE of the City of Vancouver relating to the business and occupation license tax; amending Vancouver Municipal Code (VMC) Section 5.04.075 to reduce the gross income exemption threshold; amending VMC Section 5.04.090 to adjust the methodology for calculating the base business license fees; amending VMC Section 5.04.095 to adjust the methodology for calculating business license surcharge fees; providing for severability; and setting an immediate effective date.

The City currently imposes business licensing requirements and associated fees on all businesses with gross revenues above \$12,000 in the City. The City's business license program is not a regulatory license, but rather a mechanism to gather data, support administrative functions associated with the licensing program and generate revenue for municipal purposes. The program currently includes two components:

- A base business license fee of \$200 per location, per year for all businesses (generates approximately \$2 m. annually)*
- Business License Surcharge (BLS) (also known as "head tax") that is a \$90 annual fee per full time equivalent employee (FTE) employed by businesses with gross annual revenues over \$12,000. (The surcharge generates \$4.2 m annually).*

Nonprofit organizations pay the base fee per location, but are exempt from the per employee surcharge; non-profit organizations that exist solely to raise funds for other purposes and provide no direct service delivery are exempt from all fees.

The BLS was originally adopted in 2007 to fund transportation investments at a rate of \$50 per FTE per year. It was amended in 2016 to add \$20 dedicated to additional transportation improvements and in 2017 to add another \$20 dedicated to police funding. As of 2022, the total annual fee is \$90 per FTE. The cap on the maximum number of FTEs the surcharge was lifted in 2020. Since inception, the fee has not been adjusted for inflation. As part of the City's business relief pandemic response, the BLS was suspended in its entirety between Spring 2020 and March 2022 and remains suspended for businesses hardest hit by governor mandates associated with pandemic response through the end of 2022. In a "normal" year (pre-pandemic), the program generates approximately \$6.2 m annually, distributed as follows: 22.7% to General Fund unrestricted revenue, 23.4% to Police and the remaining 53.9% to Transportation.

The City of Vancouver implemented business license surcharge to fund transportation and augmented the base fee and the business license surcharge to fund a 30% increase in police staffing between 2016 and 2020.

The City's tax system disproportionately relies on residential payers, since the City does not have a business and occupation tax within its city limits. Business license surcharge remains one of the major tools to engage businesses in shaping future livability of Vancouver. During the budget preparatory

period, the City engaged business leadership to determine the increased array of services desired and the potential funding mechanism. This outreach included overall budget briefings and focused roundtable discussions with business leadership organizations (Chamber of Commerce, Columbia River Economic Development Council (CREDC) and Identity Clark County (ICC)) to explore business tax options.

The attached ordinance reflects the proposed license changes. The main components of the proposed changes include the following elements:

- An inflationary adjustment of the fee and surcharge in 2023;
- Businesses making less than \$2,000 in gross receipts will be required to obtain a business license, but will not owe a license fee, nor surcharge;
- Implementing a new, reduced, license fee of \$50, increasing annually by a \$1, for small business owners that generate more than \$2,000, but equal to or less than \$50,000 per year;
- Implementing a phased, gradual and predictable increase in employee surcharge from \$105 per year to \$245 per year by 2030. The surcharge will increase by \$20 dollars annually through 2030. The proposed increases are outlined in the table below.
- Updating the waiver language to eliminate the complexity embedded in VMC. Staff proposed to allow for a five-year waiver of the business license surcharge for any business that brings 200 or more new full time equivalent positions to the City earning at least 125% of the median income for the Metro area.
- Updated definition of an employee from 2080 annual hours to 1664 per year.
- Simplify receipts distribution to have 18% going to Parks, Public Safety and Wellness, 40% to Streets for new capacity building and the remaining 24% to Economic Development as seed funding for an Economic Development Revolving Fund.

The proposed increases are outlined in the table below:

	Reduced fee	Annual License fee	Employee Surcharge
2023	\$50	\$300	\$105
2024	\$51	\$315	\$125
2025	\$52	\$331	\$145
2026	\$53	\$347	\$165
2027	\$54	\$365	\$185
2028	\$55	\$383	\$205
2029	\$56	\$402	\$225
2030	\$57	\$422	\$245

These changes to the BLS program are forecasted to generate approximately \$10.9 million in new revenue on full implementation by 2030 and represent an equitable approach to raising new revenue in the context of the overall tax landscape. The recommended uses of these funds address high priorities expressed by both our business community and the community at large. The total revenue from this source is forecasted to be \$9 million in the 2023-24 biennium, with the following appropriation over the two-year period: \$1.6 million to Parks for playground replacement, \$1.6 million for Police, \$3.6 million for new capacity building projects in Transportation and \$2.2 million for Economic Development Funding to start creating a revolving fund for reinvesting into economic development at the City.

Request: On November 14, approve ordinance on first reading, setting date of second reading and public hearing for November 21.

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

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

Motion approved the request.

19. **Water, sewer and surface water ordinance changes pertaining to utility rates for 2023 and 2024**

Staff Report: 180-22

AN ORDINANCE related to the water, sewer and surface water utility user rates, amending Vancouver Municipal Code Sections 14.04.210, 14.04.230, 14.04.230B and 14.09.060; and providing for savings, severability, and an effective date.

Each utility (water, wastewater, and surface water) is working towards a common goal of protecting Vancouver's water resources and maintaining the high level of services provided to the utility customers. The identified capital needs help address issues such as growth, aging infrastructure, climate change, public health, livability, safety, resiliency, and regulatory changes have been included in the Utilities Capital Improvement Plan. To help pay for the increased capital needs as well as keep up with the impact of inflation on city utility cost structure, staff recommends increasing the appropriate rates of each utility, consistent with the needs of that particular utility and the third-party recommendations. The water rates have sufficient capacity to fund debt service on the replacement Operations Center up to the utility share of a \$125 million facility. The City is currently in the design phase with the anticipated cost unknown at this time. The related revenue is currently utilized to fund the debt reserve in anticipation of the future debt and to pay for the design costs on a pay-as-you go basis in the 2023-2024 Biennial budget.

Proposed rate increases for 2023 and 2024 are as follows:

- Water: an annual 4.5% increase each year 2023 and 2024*
- Sewer: an annual 6% increase each year 2023 and 2024*
- Surface Water: an annual 8% increase each year 2023 and 2024*

This rate increase is targeting a paced reduction of the outside city multiplier for water and sewer utilities. Currently, there is a 50% differential between the cost per unit of water and sewer for customers in the incorporated area versus outside of the incorporated area. The attached ordinance proposes to reduce the multipliers from 1.5 to 1.483 in 2023 and to 1.466 in 2024 for customers in the unincorporated area that are serviced by the City water and sewer systems.

This ordinance also includes two minor miscellaneous fee corrections. The restoring water service fee and the meter reading fee are being updated to reflect current practices and cost of service. Staff will undertake a more comprehensive review of miscellaneous utility fees as part of the next rate study update.

The current rate increase proposal continues to maintain City utility rates comparable to or below those at the surrounding jurisdictions.

Request: On Monday, November 14, 2022, subject to second reading and public hearing, approve the ordinance.

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

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

Motion approved the request.

20. Water and sewer System Development Charge (SDC) ordinance changes

Staff Report: 181-22

AN ORDINANCE relating to system development charges, amending Section 14.04.235 of the Vancouver Municipal Code; providing for an increase to the system development charges for the water and sewer utility, indexing annual increases of the system development charge to the appropriate Consumer Price Index; and providing clauses for savings, severability, and an effective date.

The City System Development Charges are one-time charges applicable to new developments. Those charges are assessed on a per residence basis proportionate to the impact of those units on the city-wide system. Due to the one-time nature of the fees, they are utilized towards funding the costs of utility infrastructure. SDCs help the City fund increased infrastructure needs to support increase in the number of customers and system utilization.

In 2019, the City contracted with FSC Group to review utility fees and make recommendations on rates. One of the major recommendations was to update the City's connection fees to help fund capital investments into the system. This ordinance recommends adjusting the SDCs for the water and sewer utilities. The updated water SDC calculation justifies increasing the water SDC rate from \$2,360 to \$3,410 per meter equivalent (ME). The updated sewer SDC calculation justifies increasing the rate from \$2,740 to \$3,396 per EDU based on the anticipated expansion of system capacity. These increases are attributable to the addition of assets, accrual of interest, and the reduction of offsetting debt obligations. The updated SDC calculations also include a combined total of \$156 – \$206 million in future projects from the 20-year water and sewer capital plans that will be needed to expand those system capacities to serve growth.

Proposed change:

- Water = \$3,410 per equivalent meter size
- Sewer = \$3,396 per equivalent dwelling unit
- Note: equivalent meter size and equivalent dwelling unit are equal to one single-family residence. Multi-family and commercial SDCs are increased proportionally based on their impact to the system.

The SDC adjusting ordinance also recommends including an annual inflationary adjustment to ensure fees keep up with inflation, consistent with VMC 3.20.100, beginning in 2024.

Staff reached out to 22 developers and representatives of the business community in March, 2022. A range of questions were posed by the business community around calculation methodology, timing of payment, effective date for new rates and potential phasing, and calculation of commercial SDC rates.

City staff is not recommending a phased approach to SDC increases at this time because phasing continues ratepayer underwriting of new development and capital projects will be impacted or delayed resulting in higher costs. The City's new rates remain lower than comparably situated jurisdictions, and it has been a substantial time since the last increase.

Staff is reviewing an SDC waiver process for qualifying affordable housing projects and will come back to Council in 2023 with a proposed program that accomplishes the City's goals of encouraging affordable housing and is simple for staff to administer.

An attachment included with this item that indicates where the City of Vancouver SDC rates currently are and where they will be after the implementation of the attached ordinance.

Request: On Monday, November 14, 2022, approve ordinance on first reading, setting the date of second reading and public hearing for November 21.

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

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

Motion approved the request.

21. **2023-2024 City of Vancouver Biennial Operating and Capital Budget**

Staff Report: 182-22

AN ORDINANCE relating to and adopting the budget for the City of Vancouver for the 2023-2024 fiscal biennium; providing for ratification and for an effective date.

The City of Vancouver 2023-2024 Biennial Budget has been prepared for approval in a manner consistent with direction set by the City Council in Spring 2022 and informed by broad community engagement that occurred through the summer of 2022. The Recommended Budget was published by the City Manager on October 1st, 2022 and was presented to Council in workshops held on October 10th, 17th, 24th and November 7th.

The 2023-2024 Biennial Budget appropriates \$1.7 billion for both operating and capital expenses, representing a 17% increase over the current 2021-2022 budget. It proposes using \$70 million in existing cash reserves city-wide to fund both the capital program and one-time initiatives. A total of \$1.4 billion is appropriated for all City operating funds and \$0.3 billion for capital funds and related funding transfers. There are 110.35 full time equivalent (FTE) positions added, bringing the total to 1,341 FTEs by the end of 2024, representing a 9% increase over the 2022 FTE complement.

Operating Budget

Total 2023-2024 Operating budget in all city funds is \$1.4 billion. Of that amount, General, Street and Fire Budget appropriation for the two-year time period is \$668.8 million. The 2023-2024 Budget continues to fully fund City reserves and depreciation accounts to the levels dictated in the Council-approved financial policies, while maintaining adequate operating capital throughout the biennium. The Budget also increases staffing in key areas, including fire, police, planning, economic development, diversity and inclusion, capital project management, and support services. The Budget utilizes \$6 million in existing General Fund cash reserves to fund one-time projects, including several strategic City initiatives, and a select number of capital projects.

The revenue forecast that was utilized in preparation of the 2023-2024 Biennial Budget was built anticipating slow economic growth over the biennium locally.

The Budget moves forward a large number of high priority initiatives advancing equity, climate and safety priorities of City Council and the community. Some of the highlights of the initiatives in this area are outlined below:

- The Budget implements the service level increase in Fire supported by the voted property tax initiative. A total of 44.5 FTEs was added in Fire funded by the Proposition 2. Additional 2.0 FTEs were added in the Fire Marshall's office.*
- Seven (7.0) new positions were added in the Police Department over the biennium and 2.0 former School Resource Officer (SRO) positions were converted into regular patrol positions during the biennium, supported by the General Fund. Expenses related to the officer camera program, new taser purchases and associated resources to support the program were included in the Recommended budget. This video camera equipment is supported by a federal grant.*
- The Budget continues funding for coordination of the City's efforts to respond to homelessness. One new Safe Park and two additional Safe Stay sites are included, bringing the total number of Safe Park communities to two and five Safe Stay sites within city limits. An additional outreach coordinator was added to work pro-actively with the population experiencing homelessness.*
- A dedicated new FTE is added in the CMO to further community engagement and implementation of the City's Climate Action Plan initiatives.*
- Funding is also set aside to add solar panels to city buildings, replace lights with LED lights in City facilities, invest in construction of electric charging stations by city facilities and in key strategic areas of the City to support City's transition to electric, hybrid and alternate fuel vehicles. The City will begin replacing all fleet vehicles with electric, hybrid or alternate fuel vehicles over the next two-years.*
- Additional 3.0 FTEs were added in the Parking fund to support anticipated weekend service and enforcement, as well as enhanced effectiveness in management of parking demand.*
- A new position was added in the Office of Diversity, Equity and Inclusion (DEI) to work as a business partner with City departments to advance the City's DEI work. This position will primarily work with public safety and public works departments. The office that was first created in the 2021-22 Biennial Budget has grown to a team of three in support of growing the City's capacity to deliver more equitable and inclusive services to an increasing diverse population.*
- The budget includes adding \$2.5 million in ARPA funds to support the increase in costs of the Fourth Plain Commons project. The remainder of the project is funded using a combination of General Fund, CDBG funding sources, and utilizing a Section 108 Loan to round out the funding of the project. The project will serve as an incubator for new businesses to revitalize the Fourth Plain Corridor.*
- Almost \$25 million in ARPA federal funds is set aside to fund an array of projects in the Fourth Plain Corridor. The specific list will be co-developed with the community over the next several months through extensive engagement. The list will likely include new/upgraded parks, play structures, new sidewalks and other amenities that benefit the community.*
- The budget adds funding of \$1 million for a large-scale disparity study to develop a new tool with the goal of increasing diversity in future successful bidders on large scale construction projects in the City. The study is anticipated to be completed by the end of the biennium. An additional 1.0 FTE in Procurement is funded to start a proactive outreach program to small and historically disadvantaged businesses, including those owned by minority and women residents, to help them navigate state certification and become more successful in bidding on City projects.*
- The budget is built on assumption of several revenue increases over the biennium. Those include:*
 - The statutorily authorized 1% increase in property tax revenues, for each year of the biennium, incorporation of the \$0.50 per \$1,000 in assessed value increase in property tax levy approved by the voters in February of 2022 to fund an increase in Fire services;*
 - A rate adjustment for sewer, water, surface water and garbage utilities to reflect inflation and fund depreciation costs already included in the Vancouver Municipal Code;*
 - The blended impact of the utility rate increases is anticipated to be approximately a 6%*

annual increase over the biennium on resident's utility bills;

Phased increases in Parks Impact Fees totaling 35% in 2023 and additional 10% in 2024 to fund new park amenities for the growing city population;

- *A rate adjustment in System Development Charges in water and sewer to adjust for inflation back to 2014 and generate capital funds for system expansion due to growing system needs;*
- *An update to the business license base fee and surcharge to adjust for inflation and generate new funds to support new capacity construction in Transportation, public infrastructure, facilitating large scale job creating development in areas with approved subarea plans, increased staffing in Police and Parks capital and major maintenance of existing city parks;*
- *The budget is also relying on transfer of 0.1% Sales Tax dollars to Transportation Capital from the Transportation Benefits District to fund new complete street features.*

Attachment B to the Ordinance outlines all changes in staffing included in the 2023-2024 Biennial Budget. The budget adds 110.35 net new positions over the biennium. The vast majority of the positions are funded by the voted increase in property taxes and sales tax, as well as related support services and capital project management. Additional capacity was added to restart annexation planning, increase grant solicitation capacity, add dedicated resources to homeless outreach and to advance the City's climate action framework. Resources were added to address staffing deficiencies in key strategic areas, like economic development, diversity and inclusion, planning and city capital program management. Attachment B updates position classifications consistent with the updated Pay Plan as presented in attachment D to the ordinance. These and all other changes in staffing are outlined in Attachment B. Attachment D to the Ordinances has been updated for a 5% annual inflationary increase to a majority of non-union pay ranges, as well as minor adjustments as recommended and supported by the market study.

2023-2024 Capital Budget

The City has an excess of \$2 billion in capital assets (building, streets, land, utility lines, etc.). Stewardship of these capital assets is critical to efficient, effective, and sustainable service delivery. While the true cost to manage these assets through their lifetime is substantial, the City has been making meaningful, strategic investments in our assets without adding new debt. The same trend is evident in the 2023-2024 Biennial Budget.

Attachment C to the Budget Ordinance displays a list of all projects included in the City of Vancouver's 2023-2024 Capital Budget. The \$372 million capital program includes \$277 million for projects in multiple functional areas; additional appropriation of \$95 million is related to funding transfers. Below are some highlights:

- *Utilities projects totaling \$128 million, include:*
 - *Water fund projects totaling \$53.1 million include \$16.5 million for the Water Station 5 reservoir, \$6.5 million for Water Station 3 improvements, \$3.5 million to replace three wells in Water Station 1 and \$4.6 million to continue design of the Replacement Operation Center.*
 - *Wastewater utility appropriation totaling \$58.1 million includes an \$8 million Sewer Connection Incentive Program (SCIP) funding, \$7 million for Capital preservation and replacement, \$6 million to fund East interceptor rehabilitation, \$2 million for interceptor rehabilitation, \$7 million for a number of upgrades at the Marine Park, including bar screens, force main, piping and UV upgrade.*
 - *Surface water appropriation of \$16.9 million, representing doubling of the capital program for 2023-2024. Main investments are intended to keep up with the National Pollution Discharge Elimination System (NPDES) regulations including water quality and inspection programs.*
- *General Capital Projects total \$52.6 million and include the following highlighted projects:*
 - *\$3.9 million for land purchase and design for Fire station 4 and 6 replacements, Station 8 seismic remodel and Fire Station Logistics Warehouse remodel, partially funded by state grant.*
 - *\$20 million in funding to remodel the new Police Headquarters on Chkalov to better accommodate the building for Police and Fire Marshall's and other city needs over the next*

decade.

- A total of \$6.8 million for pro-active management of city building assets, including HVAC controls replacement, electric panel upgrades and roof and gutter repair and replacement. Other notable projects funded in General Capital include installation of solar panels on city buildings and charging stations for electric vehicles throughout the City.
- The budget allocates \$9.8 million in a combination of grants, Section 108 Loan, General fund and ARPA funding to the Fourth Plain Commons Project.
- Also included, is \$3 million for the design of the conversion of the City facility, formerly leased to the regional library, to an Arts Facility, with dedicated studio and exhibit spaces for the City's burgeoning artist community.
 - The Budget allocates \$64 million for transportation funding, including the following projects:
 - \$10.2 million to continue funding construction on SE 1st Street – 177th Ave to 192nd Avenue, to fund the second phase of the urban arterial upgrade of an existing 2-lane rural road to increase safety, mobility and livability, and meet future subarea needs;
 - \$16.1 million for funding 137th Ave Corridor – 49th to Fourth Plain Blvd.;
 - \$10.2 million to replace Main Street between 5th and 15th Streets;
 - \$5 million to replace Jefferson Street, from Evergreen to Mill Plain Blvd; Three new complete streets projects are funded for design over the next biennium, incorporating new pedestrian and bike capacity consistent with the City's Complete Streets Plan;
 - Various other traffic management projects and street and sidewalk improvements.
- Parks and Trails capital program totaling \$32 million, four times higher than in 2021-2022, including park acquisitions in districts 2 & 4 using the City's Park Impact Fee resources, and major renovations and expansions at parks including Oakbrook, Vancouver Innovation Center, Bagley, anticipated to be funded by ARPA, Evergreen parks and others. A total of \$3.5 million for playgrounds replacement and a new \$1 million appropriation to fund a new City program and a new FTE to design, and implement over time, connections between various regional and City trails, creating a safe infrastructure for unimpeded movement of pedestrians and bikes across City and reducing their reliance on vehicles.

The 2023-2024 Budget addresses the top priorities of the community while exercising a high level of fiscal constraint in its use of City resources. The budget is balanced by using ongoing revenues, and one-time expenses are funded by existing cash. The budget sets initiatives in place that will bear the cost of savings in future years, which will temper the growth in city expenditures, setting date of second reading and public hearing for Monday, November 21.

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

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

Motion approved the request.

22. Amendment of the September 12, 2022, Council Meeting Minutes

Request: Amend the minutes of September 12, 2022, to clarify the direction of the Council in regards to New Business Item 19 of the agenda as recorded by CTVTV.

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

Motion approved the request.

23. Approval of Claim Vouchers

Request: Approve claim vouchers for November 14, 2022.

Motion approved claim vouchers in the amount of \$14,935,026.04.

Public Hearings (Item 24)

24. **Ordinance amending Section VMC 3.40.070 (A) authorizing the Vancouver Transportation Benefit District to establish up to one-tenth of one percent sales and use tax**

Staff Report: 156-22

AN ORDINANCE of the City of Vancouver authorizing the Vancouver Transportation Benefit District Board to establish an up to one-tenth of one percent (.1%) sales and use tax pursuant to RCW 36.73.065(4)(a)(v); adopting legislative findings; amending Section 3.40.070(A) of the Vancouver Municipal Code to reflect recent changes in state law; providing for severability; and setting an immediate effective date.

The City of Vancouver created a transportation benefit district (TBD) in 2015 to generate additional funding for transportation infrastructure in the City. Though the TBD is a separate legal entity with a governing body separate from the City Council, the members of the City Council sit as the governing board of the TBD.

At the time of the Vancouver TBD creation, state law defined the revenue options to fund TBDs as including councilmanic approval for vehicle license fees and a voted option for sales and use tax. During the 2022 legislative session, Senate Bill 5974 increased the maximum transportation benefit district sales tax authority from 0.2 to 0.3% and authorized the TBD governing board to impose 0.1% of the sales tax under councilmanic authority for up to 10 years.

The Vancouver Municipal Code (VMC) chapter 3.40 established the Vancouver TBD and its associated authority. This code needs to be updated to incorporate the new authority granted to the TBD by the State in 2022 before the Vancouver TBD can consider implementing the new sales tax. The amendment to the municipal code falls under the authority of the City Council.

If the City Council approves amendment of VMC 3.40 to authorize the TBD to implement the sales tax, a separate, subsequent action by the TBD is required to implement the tax. The first reading on that action is planned following the City Council meeting on October 24.

Because this new revenue is anticipated as part of the recommended City of Vancouver 2023-24 biennial budget, it is being brought forward to Council (to amend the VMC to authorize the TBD) and the TBD (to enact) in advance of City Council's final action on the budget. This sequencing and timing supports greater predictability in budget adoption and assures procedural compliance with the City Charter and Open Public Meetings Act (OPMA) for both the City Council and the TBD.

The attached ordinance updates the relevant section of the VMC to reflect the recent change in state legislation.

Request: On November 14, 2022, subject to second reading and public hearing, approve ordinance.

Taylor Hallvik, Assistant City Attorney III, 360-487-8521

Taylor Hallvik, Assistant City Attorney, provided an overview of the Ordinance amending section VMC 3.40.070 (A) authorizing the Vancouver Transportation Benefit District to establish up to one-tenth of one percent sales and use tax.

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

- Kimberlee Elbon, La Center, WA

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

Motion by Councilmember Hansen, seconded by Councilmember Perez, and carried unanimously to approve Ordinance M-4382.

Community Forum

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

- Sandra Hungate, Vancouver
- Katherine Whitney, Vancouver
- Kimberlee Elbon, La Center, WA

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

Executive Session Re: Labor Negotiations (30 Minutes)

Mayor McEnery-Ogle announced the Council would be entering executive session from 7:21-7:53 p.m. for the purpose of discussing potential acquisition of real estate.

Adjournment

7:53 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Fourth Plain Project
Date: Monday, November 14, 2022 11:50:48 AM

Comment for tonight below.

City Manager's Office

CITY OF VANCOUVER

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

P: 360.487.8600 | F: 360.487.8625

www.cityofvancouver.us

From: Jan V [REDACTED]
Sent: Monday, November 14, 2022 11:31 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Fourth Plain Project

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

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

Hi,
I love your focus on mobility beyond cars.
Bike lanes from F to 62nd = fantastic.

Question: I'm frequently downtown/uptown and need to go east on my bike. Riding the sidewalks is iffy and dangerous, but better than "sharing". Usually, I'm riding eastbound beyond 62nd Ave to Andresen, however, so I'm wondering what the safety plan is from 62nd to Andersen.

Thanks,

d
[REDACTED]
2 1

From: [Delapena, Amanda](#)
Cc: [Holmes, Eric](#); [Brandl, Lisa](#); [Pluckhahn, Lon](#); [Ramras, Natasha](#); [Dollar, Sarah](#); [Perlick, David](#)
Subject: FW: Letter of Support - PRAC/CAHC
Date: Thursday, November 10, 2022 4:14:22 PM
Attachments: [Budget 23_24 Letter of Support PRAC CAHC 11.10.22.pdf](#)
[image001.png](#)

Council,

Attached please find a letter of support for the 2023-2024 recommended Biennial Budget from the Parks and Recreation Advisory Commission and the Culture, Arts and Heritage Commission.

For your consideration.

Amanda Delapena | Assistant to the Mayor and City Manager
Pronouns: She/Her/Hers



CITY OF VANCOUVER, WASHINGTON

Mayor/City Manager's Office

P: (360) 487-8605

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



From: Niskanen, Carrie <Carrie.Niskanen@cityofvancouver.us>
Sent: Thursday, November 10, 2022 1:21 PM
To: Delapena, Amanda <Amanda.Delapena@cityofvancouver.us>
Cc: Hull, Kirsten <Kirsten.Hull@cityofvancouver.us>; Haygood, Jaynee <Jaynee.Haygood@cityofvancouver.us>; Reid, Linda <Linda.Reid@cityofvancouver.us>; Perlick, David <David.Perlick@cityofvancouver.us>; Donovan, Stacey <Stacey.Donovan@cityofvancouver.us>
Subject: RE: Letter of Support - PRAC/CAHC

Amanda,

On behalf of the Parks and Recreation Advisory Commission and the Culture, Arts and Heritage Commission, attached is a letter of support for the City Manager's FY2023-2024 Recommended Budget.

Thank you in advance for sending this to Eric and City Council.

Carrie Niskanen | Administrative Assistant
CITY OF VANCOUVER, WASHINGTON
Parks, Recreation & Cultural Services Department
Pronouns: She/Her
P: 360-487-8310 | TTY: 360-487-8602

November 10, 2022

City Council Members
415 W 6th Street
Vancouver, WA 98668

Subject: Commission Support of the City Manager's FY2023-2024 Recommended Budget.

Dear City Council Members,

We are writing this letter on behalf of the Parks and Recreation Advisory Commission and the Culture, Arts and Heritage Commission to state our strong support for the City Manager's FY2023-2024 Recommended Budget.

The Vancouver Parks, Recreation & Cultural Services leadership team provided a strategic overview of the proposed budget to both commissions as part of each group's regularly scheduled October meetings. As commission chairs, we appreciate the thoughtful and balanced approach set forth in this budget, as well as the City's substantial public engagement to inform the proposed spending packages. We believe that this budget recognizes the fundamental role that parks, trails, natural areas, recreation programs, community events, arts and culture play in making Vancouver a well-rounded, exceptional place to call home.

At their October meetings, both commissions voted unanimously to recommend approval of the proposed budget. As community members who have been entrusted with a responsibility to advise City staff and aid the City Council through our commission roles, we jointly urge you to approve the budget as recommended by the City Manager. We also look forward to the work ahead as we advance the exciting opportunities this budget will create in the City of Vancouver.

Sincerely,

Jaynee Haygood, Chair
Parks and Recreation Advisory Commission

Linda Reid, Chair
Culture, Arts and Heritage Commission

CC:

Eric Holmes, City Manager
Stacey Donovan, Cultural Services Manager
Dave Perlick, Parks, Recreation and Cultural Services Interim Director

From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#)
Subject: Fwd: What's Behind the 'Tripledemic' Media Hype? + The Fake Meat Scam + More
Date: Monday, November 7, 2022 9:32:50 PM

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

From: **Wynn Grcich** <[REDACTED]>
Date: Mon, Nov 7, 2022 at 9:27 PM
Subject: Fwd: What's Behind the 'Tripledemic' Media Hype? + The Fake Meat Scam + More
To:

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

From: **Children's Health Defense** <[REDACTED]>
Date: Mon, Nov 7, 2022 at 1:23 PM
Subject: What's Behind the 'Tripledemic' Media Hype? + The Fake Meat Scam + More
To: Wynn Grcich <[REDACTED]>
Please give this to the councils and Dr. Melneck. Confirm that you did , please. The Clark County Council claims to be a health board. Look at all the lawsuits. I suggest you subscribe to this free news letter of Senator Robert F Kennedy Jr.
Wynn Grcich

Having trouble viewing this email? [View it in your web browser](#)

November 7, 2022



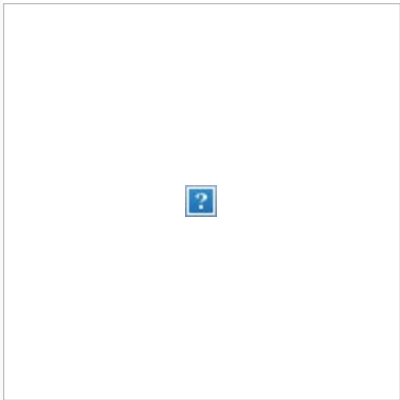
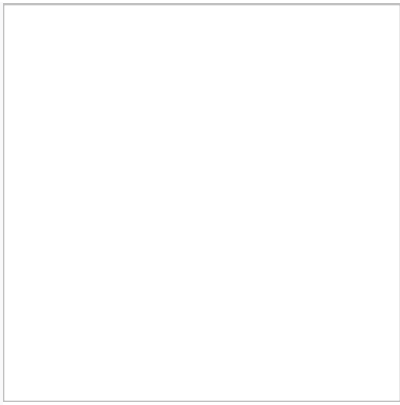


TOP NEWS OF THE DAY

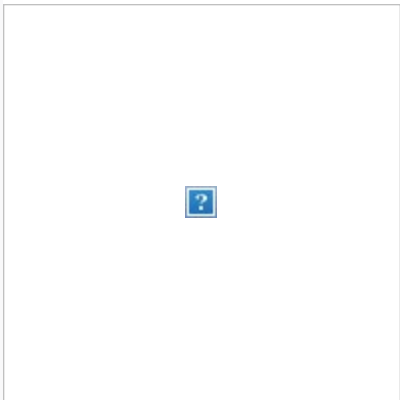


**Mainstream Media Warns of
'Tripledemic' This Winter — What's
Really Behind the Hype?**

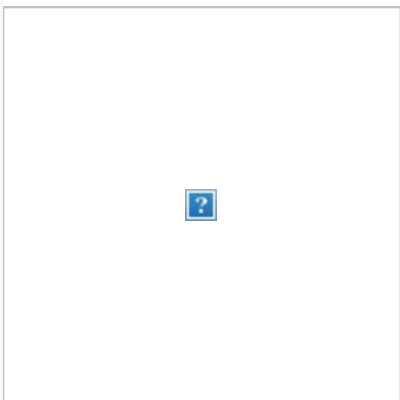
**Myocarditis and Death After COVID
Vaccines: Is the Risk Greater Than Public
Health Officials Claim?**



A Terrible Idea — Pfizer, Moderna Developing Combined mRNA Omicron-Flu Vaccine



Amnesty for the Architects of Failed COVID Policies? Yes, But There's a Price



The Fake Meat Scam



‘Worst Yet to Come’: As COVID Spike Proteins Slowly Take Toll on Endocrine System, Expert Warns of Rise in Hormone-Related Diseases



Scientists Studied 12 Masks — Every One Contained This Cancer-Causing Compound



Zinc Cut Risk of Death and ICU Stays by Nearly 40% in Study + More



Newsom Sued Over COVID ‘Misinformation’ Law That Doctors Say Tramples First Amendment Rights + More

You Make It Possible

Children's Health Defense depends on generous donations from our community. Large or small, every donation gets us closer to achieving our goals.

[Listen to what RFK, Jr. has to say.](#)

[Become a Member](#) | [Donate Now](#)

[Work for CHD](#)



Children's Health Defense | ChildrensHealthDefense.org

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

Children's Health Defense

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

[Contact us](#)

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[Unsubscribe](#) or [Manage Your Preferences](#)

From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#)
Subject: Fwd: ClarkCountyToday.com - new message
Date: Tuesday, November 8, 2022 10:26:00 AM

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

From: [follow.it](#) <[REDACTED]>
Date: Tue, Nov 8, 2022 at 4:08 AM
Subject: ClarkCountyToday.com - new message
To: [REDACTED] >

READ HOW THE JABS CAUSE HEART DISEASE IN KIDS. SEND THIS TO THE COUNCILS AND DR. MELNECK PLEASE. ALSO TAKE THE BOOSTER REMINDER OFF YOUR WEBSITES. THE CLARK COUNTY HEALTH BOARD (COUNCIL MEMBERS) LOOK LIKE MURDERS , SUGESTING TO TAKE AN EXPERIMENTAL KILL SHOT! confirm that you sent this please.

Wynn

follow.it



ClarkCountyToday.com

Edit

Unfollow

**Listen to Lars Larson interview Clark County Today Editor
Ken Vance during Monday's show**

Poll: Murray, Smiley tied in Washington Senate race

Volunteers help preserve park heritage trees

Vancouver Police investigate shooting

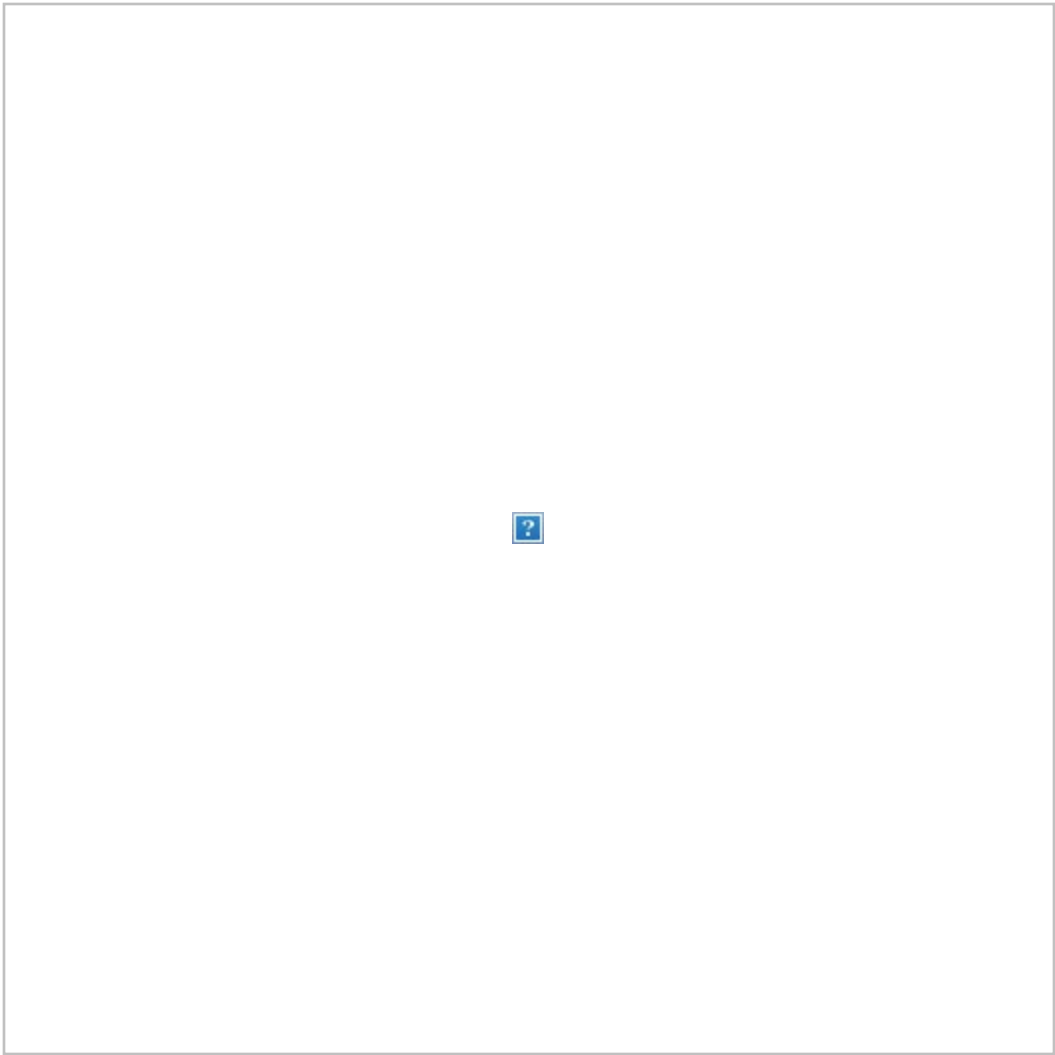
High school sports report: La Center football gets close-to-home playoff game

Secretary of state write-in candidate Brad Klippert draws the ire of governor

Opinion: Long-term-care payroll tax discussion includes skepticism

FDA study finds Pfizer jab elevates myocarditis risk in kids

Washougal football celebrates rare home playoff game



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Inisev Ltd., 11407 SW Amu St, Suite #AAM624, Tualatin, OR 97062, USA

From: [Wynn Grcich](#)
To: [Harris, Rep. Paul](#); [Dollar, Sarah](#); [Rebecca Messinger](#); electmichellebelkot@gmail.com
Subject: Fwd: Fluoride - Steve Bergman
Date: Friday, November 11, 2022 11:08:54 AM

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

From: **Wynn Grcich** <[REDACTED]>
Date: Fri, Nov 11, 2022 at 10:58 AM
Subject: Fwd: Fluoride - Steve Bergman
To:

Please give this to the city council members and Dr. Melneck. Paul Harris' HB 1684 is dead for the year 2022. My group has a meeting with him on Nov 15, to give Harris evidence of harm and death caused by fluoridation. Harris' fluoridation bill should **never** be brought back in the future. This link is to The Fluoride Deception by Christopher Bryson: book online.

<https://archive.org/details/christopher-bryson-the-fluoride-deception-history-of-water-flouridation-and-why->

Please confirm you got this email and gave it to the council members

Thanks

Wynn Grcich

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

From: **Wynn Grcich** <[REDACTED]>
Date: Fri, Nov 11, 2022 at 10:55 AM
Subject: Re: Fluoride - Steve Bergman
To: Steven Bergman <[REDACTED]>

Thanks!

On Fri, Nov 11, 2022 at 10:27 AM Steven Bergman <sdb456@yahoo.com> wrote:

Hi! More Info on Lawsuit.

S.B.

From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#); [Harris, Rep. Paul](#); electmichellebelkot@gmail.com
Subject: vaccine injuries
Date: Friday, November 11, 2022 12:29:26 PM

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

<https://needtoknow.news/2022/10/court-orders-cdc-to-release-data-indicating-18-million-vaccine-injuries-in-america/>

Give this to the councils and DR. Melneck please. I want this on public record for your next meeting.

Thanks Wynn Grcich

From: [Wynn Grcich](#)
Subject: Fwd: Russell Blaylock: Covid Update: What is the Truth?
Date: Friday, November 11, 2022 10:58:45 PM

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

From: David Steinberger <[REDACTED]>
Date: Fri, Nov 11, 2022 at 5:10 AM
Subject: Russell Blaylock: Covid Update: What is the Truth?
To: Wynn Grcich [REDACTED] >

Hey Wynn,

I just discovered this article by Russell Blaylock published in the "National Library of Medicine" on April 22, 2022 and had to share it with you.

This is the most articulate and thorough dissemination of so much of this plandemic agenda that we've been subjected to that I've read so far. It's very long and yet, I'm sure you'll have many opportunities to share it far and wide. Enjoy!

~ David

[COVID UPDATE: What is the truth?](#)



Sarah and Rebecca, please put this on public record and send this to the council members and Dr. Melneck. Confirm you did. Thanks
Wynn Grcich

From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); Sara.Lamnin@hayward-ca.gov; [Rebecca Messinger](#); [Harris, Rep. Paul](#)
Subject: Fwd: Dr. Scot Youngblood at San Diego City Council Meeting
Date: Friday, November 11, 2022 11:41:51 PM

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

From: LAURIE PASCUAL [REDACTED] >
Date: Wed, Nov 9, 2022 at 10:52 PM
Subject: Dr. Scot Youngblood at San Diego City Council Meeting
To: [REDACTED]

<https://www.bitchute.com/video/H3onzCie2198/>

Sent from my iPhone

Please send this to the city councils and Dr. Melneck. Please put this on public record. Dr. Melneck should show this the next health board meeting. Please confirm that you sent this out.

Thanks

Wynn Grcich

Anne McEnerny-Ogle, Mayor

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

November 21, 2022

WORKSHOPS

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

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

*View the CVTV video recording, including presentations and discussion, for workshops at:
https://www.cvtv.org/vid_link/35157?startStreamAt=0&stopStreamAt=2012*

5:00-5:30 p.m. Future Neighborhood Association

Laura Shepard, Communications Director, 360-624-0747

Summary

Staff led Council through a discussion of the Future Neighborhood Association.

COUNCIL DINNER/ADMINISTRATIVE UPDATES - 5:30 p.m. - 6:30 p.m.

REGULAR COUNCIL AGENDA MEETING

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

*Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: https://www.cvtv.org/vid_link/35159?startStreamAt=0&stopStreamAt=6788
Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.*

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: None

Approval of Minutes

Minutes - October 10, 2022

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and carried unanimously to approve the meeting minutes of October 10, 2022.

Minutes - October 17, 2022

Motion by Councilmember Stober, seconded by Councilmember Hansen, and carried unanimously to approve the meeting minutes of October 17, 2022. Councilmember Paulsen abstained from voting.

Community Communications

Mayor McEnerny-Ogle opened Community Communication and received testimony from the following community members regarding Consent Agenda Items 1-5:

- Kimberlee Elbon, La Center, WA

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

Consent Agenda (Items 1-5)

Council requested Item 4 be pulled.

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

Motion by Councilmember Fox, seconded by Councilmember Perez, and carried unanimously to approve Item 4 on the Consent Agenda.

1. **Bid Award for the NW Daniels Water Main Replacement - 39th St to 46th St project, per ITB #22-43**

Staff Report: 183-22

This project will install approximately 1,875 feet of 8-inch water main to replace an aging, high risk 8-inch cast iron pipeline as well as some 4-inch steel pipe and 2-inch galvanized steel pipe. The new water main will be installed on Northwest Daniels from Northwest 39th Street to Northwest 46th Street. Replacement will improve the integrity and reliability of the water system by replacing pipelines that rated as a high risk utilizing the water utility risk-based asset management ranking system. Pavement restoration will be completed to restore the roadway where utility work occurs.

On October 25, 2022, the City received 5 bids for the subject project. The bids ranged between \$443,781.28 and \$518,679.91. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Halme Excavating, Inc., Battle Ground, Washington	\$443,781.28
Tapani, Inc., Battle Ground, Washington	\$460,261.34
Western United Civil Group, LLC, Yacolt, Washington	\$467,588.35
Nutter Corporation, Vancouver, Washington	\$517,719.69
Advanced Excavating Specialist, LLC, Kelso, Washington	\$518,679.91
Engineer's Estimate	\$475,000.00

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

The engineer's estimate is below the threshold for an apprenticeship utilization goal. There will be no requirement of apprentice hours on this project.

Request: On November 21, 2022, award a construction contract for the NW Daniels Water Main Replacement - 39th St to 46th St project to the lowest responsive and responsible bidder, Halme Excavating Inc., of Battle Ground, Washington at their bid price of \$443,781.28, which includes Washington State sales tax, authorize the City Manager or designee to execute the same; and authorize the City Manager or their designee to approve any legal action necessary to enforce the terms of the same.

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

Motion approved the request.

2. **Construction Acceptance and Retainage Release - Water Tower 7 Internal Coating**

Staff Report: 184-22

The existing steel water storage structure had the internal coating removed and a new internal coating applied. The internal coating replacement will protect the steel structure and extend the asset's performance life. In November 2021, City Council approved a contract with HCI, Inc. to complete this work.

The contractor has satisfactorily completed this project in accordance with the provided plans & specifications.

TOTAL CONTRACT COSTS

Labor, Equipment and Materials	\$1,060,372.68
Sales Tax	\$ 90,131.68
Total	\$1,150,504.36
RETAINAGE	\$ 53,018.63

The final contract amount was significantly higher than the original bid amount of \$481,197.50. The largest contract change order, \$580,913.03, was approved by the City Manager in May 2022 as it exceeded 10% of the contract cost. It was unknown prior to draining and entering the tank that a portion was coated with coal-tar enamel, which is considered hazardous when it is physically removed. The coal-tar enamel removal necessitated a host of precautions for the workers and environment during removal and disposal. The contractor was reimbursed for time and materials to deal with these unforeseen conditions.

The apprenticeship utilization goal of 3% was exceeded with HCI delivering 436 apprentice hours out of the total 7049.5 project hours, which resulted in a 6% apprenticeship utilization.

Request: Accept the Water Tower 7 Internal Coating project as constructed by HCI Inc., of Vancouver, WA. Authorize the release of the retainage bond, subject to documentation receipt as required by law.

Tyler Clary, Water Engineering Program Manager, 360-487-7169

Motion approved the request.

3. **Approval of Minor Adjustments to the City's Financial Policies**

Staff Report: 185-22

A RESOLUTION adopting and modifying certain City of Vancouver Financial Policies.

- *Over the years, the City has developed a set of Financial Policies that are in line with the best practices in City Administration to guide the City's budget development process.*
- *Over the years, minor modifications are necessary to modernize the said Financial Policies and address emerging issues.*
- *The attached Resolution recommends updating several existing and adding several new Financial Policies. Those are:*

- Added annual reporting requirement to Council and City residents on progress towards climate action, social justice and community safety.
- Added several overfill unfunded FTEs to be temporarily deployed as needed at the City Manager's discretion and added an allowance for pay plan adjustment for other considerations.
- Added new Policy for consistency of spending of the new levy lid lift dollars, approved by the voters to fund staffing increase and a major fire station remodel/replacement program with Proposition 2.
- Added considering debt as a funding tool for large capital projects with long useful lives to better reflect inter-generational equity.
- All other policies remained unchanged.

Request: Approve the attached Resolution and the accompanying updated City Financial Policies.

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

Motion adopted Resolution M-4196 to approve the request.

4. **American Rescue Plan Act (ARPA) Required Documentation for Fourth Plain Commons and Main Street Streetscape Improvement Capital Projects**

Staff Report: 186-22

A RESOLUTION relating to documentation supporting the use of American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) for the proposed Fourth Plain Commons and Main Street Streetscape Improvement capital projects.

City staff has analyzed the proposed projects and the applicable regulatory criteria and prepared the accompanying documentation to support the expenditure of ARPA / SLFRF funds on the Fourth Plain Commons and Main Street Promise capital projects. City staff recommends that City Council approve the analysis supporting the expenditure of ARPA/SLFRF funds on the Fourth Plain Commons and Main Street Promise Capital Projects.

Request: Adopt accompanying resolution approving of the analysis and documentation that has been prepared by City staff supporting the expenditure of ARPA funds on the Fourth Plain Commons and Main Street Streetscape Improvement Capital Projects.

Rebecca Kennedy, Deputy Community Development Director, 360-487-7896; Ryan Lopossa, Streets and Transportation Manager, 360-487-7706; Becky Rude, Assistant City Attorney III, 360-487-8500

Motion adopted Resolution M-4197 to approve the request.

5. **Approval of Claim Vouchers**

Request: Approve claim vouchers for November 21, 2022.

Motion approved claim vouchers in the amount of \$7,870,153.29.

Public Hearings (Item 6-15)

Mayor McEnerny-Ogle opened the public hearing for Items 6-15 and received testimony from the following community members:

- Kimberlee Elbon, La Center, WA
- Jaynee Haygood, Vancouver
- Nick Massie, Vancouver
- Ron Arp, Vancouver
- Tamara Fuller, Vancouver
- Mark Mathias, Vancouver
- Dean Irvin, Vancouver
- Katherine Whitney, Vancouver
- Rob Frederiksen, Vancouver
- Carmen Castro, Portland, OR

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

Community members were given a total of five minutes to provide public testimony on Items 6-15 combined.

Natasha Ramras, Chief Financial Officer, provided an overview of Items 6-15. Council briefly discussed the Items with staff.

6. **Ad Valorem Taxes for 2023**

Staff Report: 173-22

AN ORDINANCE fixing and levying the amount of ad valorem taxes necessary to balance estimated revenue with estimated expenditures for the 2023/2024 Budget for the City of Vancouver; providing for an effective date.

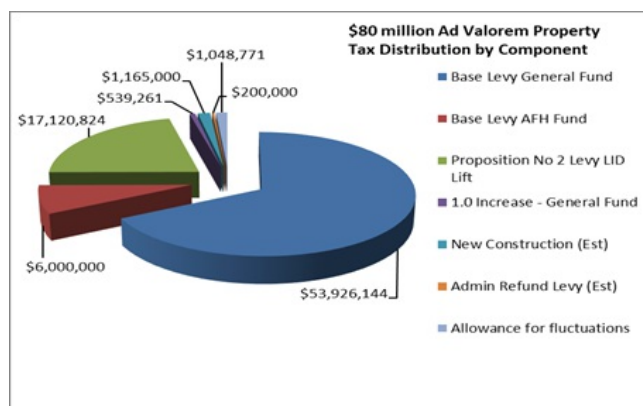
Pursuant to RCW 35.33.135, Council must approve an ordinance to fix and authorize the Clark County Assessor's Office to levy ad valorem taxes necessary to fund the City of Vancouver's 2023-2024 Biennial Budget.

An ad valorem tax (Latin for "according to value") is defined as a tax based on the value of real estate or personal property. An ad valorem tax is typically imposed at the time of a transaction(s) (a sales tax or value-added tax (VAT)), but it may be imposed on an annual basis (real or personal property tax) or in connection with another significant event (i.e. inheritance tax).

Staff currently estimates the 2023 real and personal property tax levy as \$74 million, which includes a preliminary estimate of \$1,165,000 in property tax revenue from new construction. The estimate of property tax from new construction will be updated based on the final new construction valuation provided by the Assessor's Office. The estimate of property tax revenue does not include the change in value of state-assessed utility property. Both of these amounts will not be final until December 2022.

City staff recommends that Council approve ad valorem taxes in the amount of \$80 million, which is needed to fund the City's 2023-2024 biennial budget. Of the total, \$74 million is for general fund purposes, and \$6 million is for the affordable housing fund. Approving ad valorem taxes of \$80 million allows the County Assessor's Office to levy real and personal property taxes to the full extent allowed under Washington State law. Staff anticipates that the final certified levy will be between \$79 million and \$79.5 million in 2023. If Council authorizes the ad valorem tax amount too low, the County Assessor's Office will only be allowed to levy up to the amount authorized by Council.

Staff recommends that City Council approve ad valorem taxes in the amount of \$80 million for the 2023 real and personal property tax levy within the city limits of Vancouver. This estimated revenue source is necessary to fund the 2023-2024 Biennial Budget for the City of Vancouver.



Request: On November 21, 2022, subject to second reading and public hearing, approve the ordinance.

Carrie Lewellen, Financial and Management Services, 360-487-8482

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and carried unanimously to approve Ordinance M-4384.

7. **Property Tax Levy for 2023**

Staff Report: 174-22

AN ORDINANCE relating to the annual property tax levy; authorizing an increase of 1.0% in the City's regular levy from the amount levied the previous year; and providing for an effective date.

On November 6, 2001, Washington voters approved Initiative 747 (I-747), which limits the allowable increase in the property tax levy to 1.0%, or the rate of inflation, whichever is less. The intent of the Initiative was reaffirmed by the Legislature in November 2007. The measure of inflation used under this law is the Implicit Price Deflator (IPD). The IPD inflation rate for 2023 levy calculations is 6.457%.

Staff recommends that City Council approve a 1.0% increase in the property tax levy, which is the maximum increase allowed. Based on last year's General Fund base levy of \$53,926,143.75, the increase will be \$539,261.44. Authorization of this increase requires a simple majority vote of City Council.

On February 8, 2022 registered voters who reside within the City of Vancouver approved Proposition No. 2 which permanently increases the property tax levy rate by an additional \$.50 per \$1,000 in assessed value beginning in 2023. This money is dedicated to fire and emergency services and facilities and the 2023-2024 budget added expenditures consistent with the Proposition 2.

Staff estimates that the City's general fund base property tax levy rate (exclusive of the Proposition No.2 Levy LID Lift rate of \$.50 per \$1,000 of assessed value) in 2023 will range between \$1.55 per \$1,000 of assessed value to \$1.65 per \$1,000 of assessed value, compared to the actual 2022 general fund property tax levy rate of \$1.852 per \$1,000. The decrease in the property tax levy rate is attributed to assessed values in the City increasing by approximately 17.6% compared to the prior year. Because of the limit on property tax increases, as discussed above, the property tax levy rate declines as assessed value increases. The statutory cap for the City's levy rate is \$3.325 per \$1,000 of assessed value. There will be an additional \$.50 levied per \$1,000 in assessed value beginning in 2023 to fund Fire operating, capital and related services and costs.

Example calculation of City Property Tax:

	2022 Rate	2022 Property Tax	2023 Rate	2023 Property tax	Annual increase estimate
Median House Value	421,000		484,150		
General Fund Levy Rate	1.85	\$779	\$1.60	\$775	-\$4
Proposition 2 (voted)			\$0.50	\$242	\$242
Total Property tax payable to the City		\$779		\$1,017	\$238

Some citizens may qualify for tax relief or qualify for a deferral program. To find out more information about this, residents should contact the Clark County Assessor's Office at 564-397-2391 or visit their website at <http://www.clark.wa.gov/assessor/taxrelief/index.html>.

In addition to the base levy, the City collects new property tax revenue based on the value of new construction added to the assessment rolls during the prior year. The revenue to the City is calculated using the assessed value of new construction multiplied by the prior year's levy rate. The value of new construction is still being finalized by the County Assessor's Office and includes the value of utility new construction provided to the County Assessor by the State. The most recent estimate from the County Assessor's Office indicates more than \$629 million of new construction, which translates into \$1,165,000 of additional City property tax revenue, which is slightly more than the \$897,000 received for new construction values for 2022 taxes. The City's ordinance states the percentage and dollar amount increase in the City's base property tax levy as required by RCW 84.55.120. The County Assessor will determine the levy amount for new construction based on their final calculations.

Request: On November 21, 2022, subject to second reading and public hearing, approve the ordinance.

Motion by Councilmember Stober, seconded by Councilmember Paulsen, and carried unanimously to approve Ordinance M-4385.

8. **Property Tax Affordable Housing Levy for 2023**

Staff Report: 175-22

AN ORDINANCE relating to the annual property tax levy; authorizing an increase of 0.0% in the City's Affordable Housing Fund levy from the amount levied the previous year; and providing for an effective date.

Proposition 1 was approved by the citizens of Vancouver in November 2016 and authorized a \$6,000,000 annual property tax levy for 7 years, beginning in 2017 and ending at the end of 2023. Information provided by the Washington State Department of Revenue states that the dollar amount stated in the ballot title is limiting amount, and the highest lawful levy amount is \$6,000,000.

Staff recommends that City Council approve a 0.0% increase in the property tax levy for the Affordable Housing Levy. Based on last year's Affordable Housing Fund levy of \$6,000,000, the increase will be \$0.00. Authorization of no increase in the Affordable Housing Fund levy requires a simple majority vote of City Council.

Staff estimates that the City's Affordable Housing Fund property tax levy rate in 2023 will range between \$0.17 per \$1,000 of assessed value to \$0.19 per \$1,000 of assessed value, compared to the actual 2022 affordable housing fund property tax levy rate of \$0.2061 per \$1,000. The decrease in the property tax levy rate is attributed to assessed values in the City increasing by approximately 17.6% compared to the prior year. Because of the limit on property tax increases, as discussed above, the property tax levy rate declines as assessed value increases. The statutory cap for the City's levy rate is \$3.325 per \$1,000 of assessed value.

Example calculation of City Property Tax:

Assessed Value 2022 \$421,000	Levy Rate 2022 \$0.206102 (per \$1,000 assessed value; Affordable Housing Levy only)	2022 City Property Tax = \$86.77
Assessed Value 2023 \$495,096 (assumes assessed value increases 17.6%)	Estimated Levy Rate 2023 \$0.1752 (per \$1,000 assessed value; Affordable Housing Levy only)	2023 City Property Tax (hypothetical) = \$86.77
AV increases 17.6%	Levy Rate declines	Annual tax increase \$0.00 for example taxpayer*

**If the assessed value of the resident's property as a percentage increased by less than 17.6%, the resident's annual taxes would be equal to or slightly less than the taxes paid to the city in 2022. If the assessed value of the resident's property increased by more than 17.6% from the previous year, the increase in the annual taxes would be slightly higher.*

Some citizens may qualify for tax relief or qualify for a deferral program. To find out more information about this, residents should contact the Clark County Assessor's Office at 564-397-2391 or visit their website at <http://www.clark.wa.gov/assessor/taxrelief/index.html>.

Request: On November 21, 2022, subject to second reading and public hearing, approve the ordinance.

Carrie Lewellen, Financial and Management Services, 360-487-8482

Motion by Councilmember Stober, seconded by Councilmember Hansen, and carried unanimously to approve Ordinance M-4386.

9. **Preservation Of Levy Capacity for Exempt Property for 2023**

Staff Report: 176-22

AN ORDINANCE authorizing an increase in tax levy capacity pursuant to RCW 84.55.120 and an increase

in limit factor for maximum levy capacity pursuant to RCW 84.55.092.

On February 8, 2022 the voters of the City approved Proposition 2 at a special election authorizing a permanent levy lid lift of \$.50 per \$1,000 assessed value to fund fire and emergency services. Proposition 2 also provided that the property of qualifying seniors, veterans and others would be exempt from paying the increased property tax rate associated with the levy lid lift, pursuant to RCW 84.36.

Annually properties that qualify for the exemption allowed under RCW 84.36 will change. In order for the County Assessor's Office to calculate the highest lawful levy of all properties and include in future years the properties exempt from the tax approved by Proposition 2, pursuant to RCW 84.55.092, Council must approve an ordinance to authorize the Clark County Assessor's Office to authorize a property tax increase against the property not subject to the levy lid lift when calculating the highest lawful levy and authorize the limit factor be applied to the excluded property, which in 2023 will be 1.0%. This preserves levy capacity for the overall highest lawful levy calculation and allows the County Assessor to include the limit factor on the properties that were excluded, if they move out of the exempt status. By approving this ordinance, the exempt properties will not see their levy increased by \$0.50 per \$1,000 for as long as property remains eligible for exemption in accordance with state law.

By approving this ordinance, this will protect future levy capacity by protecting the levy for a future event when the property is no longer eligible for the exemption.

Request: On November 21, 2022, subject to second reading and public hearing, approve the ordinance.

Carrie Lewellen, Financial and Management Services, 360-487-8482

Motion by Councilmember Stober, seconded by Councilmember Paulsen, and carried unanimously to approve Ordinance M-4387.

10. **Ordinance amending Section VMC 20.915.050 to update Table 20.915.050-1 to incorporate the parks impact fee increase recommendation from 2019**

Staff Report: 177-22

AN ORDINANCE of the City of Vancouver relating to the amendment of Park Impact Fees for 2023-2026 in a table in the Vancouver Municipal Code; amending Vancouver Municipal Code Sections 20.915.050 to update Table 20.915.050-1; providing for severability; and setting an immediate effective date.

The City of Vancouver implemented impact fees for transportation, schools and parks and open spaces in 1995 to meet the demands of future growth. The current PIF program is structured to support acquisition and development costs for Neighborhood Parks, Community Parks and Urban Natural Areas.

Quality parks and open spaces are well recognized as an essential element for a community to realize economic stability and social and physical health. The City of Vancouver population growth has been the fastest in the State of Washington. The City is poised to increase residential density in order to maximize efficient investment and use of the necessary infrastructure. The need in additional parks, trails and open spaces growth with the population increase and urbanization.

The attached ordinance implements the last four-year increases of the gradual six-year phased implementation fee increase as proposed in the PIF Technical document and discussed with Council in the context of a Stronger Vancouver conversation.

The City worked closely with the business community and other stakeholders to develop a phased implementation plan of PIF rate increases to soften any potential impact to the building community. The specific rates as well as the average current PIF rates are outlined in the table below.

Year	Park District	% Increase	Single-Family (SF)	Multi-Family (SF)
1-Jan-21	A, B, C	25% increase	\$2,819	\$2,060
1-Jan-22	A, B, C	25% increase	\$3,523	\$2,575
1/1/2023	A, B, C	35% increase	\$4,757	\$3,476
1/1/2024	A, B, C	10% increase	\$5,232	\$3,824
1/1/2025	A, B, C	10% increase	\$5,756	\$4,206
1/1/2026	A, B, C	6.5% increase	\$6,130	\$4,480

This proposal eases the adjustment for local home builders and lessens the impact to new housing units as well as any secondary impacts to existing housing stock. The rate adjustment will improve the level-of-service for future neighborhoods, although at a level below standard.

Request: On November 21, 2022, subject to second reading and public hearing, approve the ordinance.

David Perlick, Recreation Services Manager, 360-487-8314

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and carried unanimously to approve Ordinance M-4388.

11. **Real Estate Excise Tax Adjustment**

Staff Report: 178-22

AN ORDINANCE of the City of Vancouver regarding the Real Estate Excise Tax (REET); amending VMC 3.20.040 to update the allocation, prioritization, and use of revenues generated from REET; providing for severability; and setting an effective date of January 1, 2023.

REET 1 revenue by state statutes may only be spent on funding of eligible public capital projects. Those projects have to be identified in the jurisdiction's Comprehensive Plan. Eligible use of funds include projects related to planning, acquisition, construction, reconstruction, repair, rehabilitation or improvement of streets, roads, parks, recreational facilities, trails, administrative and law enforcement facilities.

Current REET I revenue is split between parks and recreation, economic development and transportation. A total of 9% of tax proceeds, up to a maximum of \$172,000 per year, has been set aside for neighborhood traffic safety program improvements to city streets. Sixty-eight percent (56%) of the proceeds, up to \$1,956,000, is dedicated to support debt issued prior to 2008 for construction of the Firstenburg and remodel of Marshall recreational facilities. Up to a maximum of \$250,000 above the other obligations set forth in this ordinance, has been dedicated for Parks and Recreation Capital. A total of 20% of the revenue, up to an annual maximum of \$1,000,000, shall be used to support construction of public infrastructure to facilitate economic development in strategic reinvestment areas of the City.

Current composition of percentages and caps on revenue for each dollar in revenue is unnecessarily complex. The proposed language in the attached ordinance simplifies the calculation without changing the intent of the allocations in the Code. The ordinance creates a recommended waterfall for the revenue dollars and adjusts all allocations for inflation annually beginning on January 1, 2024. The proposed change to the VMC 3.20.040 will allocate the remaining proceeds from REET 1, up to \$1 million per year, indexed for inflation, to funding a trail development and construction program at the City of Vancouver, with the purpose of creating interconnectivity of trails City-wide and connecting the residents to the river and other parks assets. This proposal will not impact any other allocations of REET 1 revenue.

Request: On November 21, 2022, subject to second reading and public hearing, approve the ordinance.

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

Motion by Councilmember Paulsen, seconded by Councilmember Hansen, and carried unanimously to approve Ordinance M-4389.

12. **Ordinance amending Sections VMC 5.04.075, 5.04.090 and 5.04.095 to update the business license fee and surcharge**

Staff Report: 179-22

AN ORDINANCE of the City of Vancouver relating to the business and occupation license tax; amending Vancouver Municipal Code (VMC) Section 5.04.075 to reduce the gross income exemption threshold; amending VMC Section 5.04.090 to adjust the methodology for calculating the base business license fees; amending VMC Section 5.04.095 to adjust the methodology for calculating business license surcharge fees; providing for severability; and setting an effective date.

The City currently imposes business licensing requirements and associated fees on all businesses with gross revenues above \$12,000 in the City. The City's business license program is not a regulatory license, but rather a mechanism to gather data, support administrative functions associated with the

licensing program and generate revenue for municipal purposes. The program currently includes two components:

- A base business license fee of \$200 per location, per year for all businesses (generates approximately \$2 m. annually)
- Business License Surcharge (BLS) (also known as “head tax”) that is a \$90 annual fee per full time equivalent employee (FTE) employed by businesses with gross annual revenues over \$12,000. (The surcharge generates \$4.2 m annually).

Nonprofit organizations pay the base fee per location, but are exempt from the per employee surcharge; non-profit organizations that exist solely to raise funds for other purposes and provide no direct service delivery are exempt from all fees.

The BLS was originally adopted in 2007 to fund transportation investments at a rate of \$50 per FTE per year. It was amended in 2016 to add \$20 dedicated to additional transportation improvements and in 2017 to add another \$20 dedicated to police funding. As of 2022, the total annual fee is \$90 per FTE. The cap on the maximum number of FTEs the surcharge was lifted in 2020. Since inception, the fee has not been adjusted for inflation. As part of the City’s business relief pandemic response, the BLS was suspended in its entirety between Spring 2020 and March 2022 and remains suspended for businesses hardest hit by governor mandates associated with pandemic response through the end of 2022. In a “normal” year (pre-pandemic), the program generates approximately \$6.2 m annually, distributed as follows: 22.7% to General Fund unrestricted revenue, 23.4% to Police and the remaining 53.9% to Transportation.

The City of Vancouver implemented business license surcharge to fund transportation and augmented the base fee and the business license surcharge to fund a 30% increase in police staffing between 2016 and 2020.

The City’s tax system disproportionately relies on residential payers, since the City does not have a business and occupation tax within its city limits. Business license surcharge remains one of the major tools to engage businesses in shaping future livability of Vancouver. During the budget preparatory period, the City engaged business leadership to determine the increased array of services desired and the potential funding mechanism. This outreach included overall budget briefings and focused roundtable discussions with business leadership organizations (Chamber of Commerce, Columbia River Economic Development Council (CREDC) and Identity Clark County (ICC)) to explore business tax options.

The attached ordinance reflects the proposed license changes. The main components of the proposed changes include the following elements:

- An inflationary adjustment of the fee and surcharge in 2023;
- Businesses making less than \$2,000 in gross receipts will be required to obtain a business license, but will not owe a license fee, nor surcharge;
- Implementing a new, reduced, license fee of \$50, increasing annually by a \$1, for small business owners that generate more than \$2,000, but equal to or less than \$50,000 per year;
- Implementing a phased, gradual and predictable increase in employee surcharge from \$105 per year to \$245 per year by 2030. The surcharge will increase by \$20 dollars annually through 2030. The proposed increases are outlined in the table below.
- Updating the waiver language to eliminate the complexity embedded in VMC. Staff proposed to allow for a five-year waiver of the business license surcharge for any business that brings 200 or more new full time equivalent positions to the City earning at least 125% of the median income for the Metro area.
- Updated definition of an employee from 2080 annual hours to 1664 per year.
- Simplify receipts distribution to have 18% going to Parks, Public Safety and Wellness, 40% to Streets for new capacity building and the remaining 24% to Economic Development as seed funding for an Economic Development Revolving Fund.

The proposed increases are outlined in the table below:

	Reduced fee	Annual License fee	Employee Surcharge
2023	\$50	\$300	\$105
2024	\$51	\$315	\$125
2025	\$52	\$331	\$145
2026	\$53	\$347	\$165

2027	\$54	\$365	\$185
2028	\$55	\$383	\$205
2029	\$56	\$402	\$225
2030	\$57	\$422	\$245

These changes to the BLS program are forecasted to generate approximately \$10.9 million in new revenue on full implementation by 2030 and represent an equitable approach to raising new revenue in the context of the overall tax landscape. The recommended uses of these funds address high priorities expressed by both our business community and the community at large. The total revenue from this source is forecasted to be \$9 million in the 2023-24 biennium, with the following appropriation over the two-year period: \$1.6 million to Parks for playground replacement, \$1.6 million for Police, \$3.6 million for new capacity building projects in Transportation and \$2.2 million for Economic Development Funding to start creating a revolving fund for reinvesting into economic development at the City.

Request: On November 21, 2022, subject to second reading and public hearing, approve the ordinance.

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

Motion by Councilmember Stober, seconded by Councilmember Perez, and carried 5-2 to approve Ordinance M-4390. Councilmembers Fox and Hansen voted No.

13. **Water, sewer and surface water ordinance changes pertaining to utility rates for 2023 and 2024**

Staff Report: 180-22

AN ORDINANCE related to the water, sewer and surface water utility user rates, amending Vancouver Municipal Code Sections 14.04.210, 14.04.230, 14.04.230B and 14.09.060; and providing for savings, severability, and an effective date.

Each utility (water, wastewater, and surface water) is working towards a common goal of protecting Vancouver's water resources and maintaining the high level of services provided to the utility customers. The identified capital needs help address issues such as growth, aging infrastructure, climate change, public health, livability, safety, resiliency, and regulatory changes have been included in the Utilities Capital Improvement Plan. To help pay for the increased capital needs as well as keep up with the impact of inflation on city utility cost structure, staff recommends increasing the appropriate rates of each utility, consistent with the needs of that particular utility and the third-party recommendations. The water rates have sufficient capacity to fund debt service on the replacement Operations Center up to the utility share of a \$125 million facility. The City is currently in the design phase with the anticipated cost unknown at this time. The related revenue is currently utilized to fund the debt reserve in anticipation of the future debt and to pay for the design costs on a pay-as-you go basis in the 2023-2024 Biennial budget.

Proposed rate increases for 2023 and 2024 are as follows:

- *Water: an annual 4.5% increase each year 2023 and 2024*
- *Sewer: an annual 6% increase each year 2023 and 2024*
- *Surface Water: an annual 8% increase each year 2023 and 2024*

This rate increase is targeting a paced reduction of the outside city multiplier for water and sewer utilities. Currently, there is a 50% differential between the cost per unit of water and sewer for customers in the incorporated area versus outside of the incorporated area. The attached ordinance proposes to reduce the multipliers from 1.5 to 1.483 in 2023 and to 1.466 in 2024 for customers in the unincorporated area that are serviced by the City water and sewer systems.

This ordinance also includes two minor miscellaneous fee corrections. The restoring water service fee and the meter reading fee are being updated to reflect current practices and cost of service. Staff will undertake a more comprehensive review of miscellaneous utility fees as part of the next rate study update.

The current rate increase proposal continues to maintain City utility rates comparable to or below those at the surrounding jurisdictions.

Request: On November 21, 2022, subject to second reading and public hearing, approve the ordinance.

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

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and carried unanimously to approve Ordinance M-4391.

14. **Water and sewer System Development Charge (SDC) ordinance changes**

Staff Report: 181-22

AN ORDINANCE relating to system development charges, amending Section 14.04.235 of the Vancouver Municipal Code; providing for an increase to the system development charges for the water and sewer utility, indexing annual increases of the system development charge to the appropriate Consumer Price Index; and providing clauses for savings, severability, and an effective date.

The City System Development Charges are one-time charges applicable to new developments. Those charges are assessed on a per residence basis proportionate to the impact of those units on the city-wide system. Due to the one-time nature of the fees, they are utilized towards funding the costs of utility infrastructure. SDCs help the City fund increased infrastructure needs to support increase in the number of customers and system utilization.

In 2019, the City contracted with FSC Group to review utility fees and make recommendations on rates. One of the major recommendations was to update the City's connection fees to help fund capital investments into the system. This ordinance recommends adjusting the SDCs for the water and sewer utilities. The updated water SDC calculation justifies increasing the water SDC rate from \$2,360 to \$3,410 per meter equivalent (ME). The updated sewer SDC calculation justifies increasing the rate from \$2,740 to \$3,396 per EDU based on the anticipated expansion of system capacity. These increases are attributable to the addition of assets, accrual of interest, and the reduction of offsetting debt obligations. The updated SDC calculations also include a combined total of \$156 – \$206 million in future projects from the 20-year water and sewer capital plans that will be needed to expand those system capacities to serve growth.

Proposed change:

- *Water = \$3,410 per equivalent meter size*
- *Sewer = \$3,396 per equivalent dwelling unit*
- *Note: equivalent meter size and equivalent dwelling unit are equal to one single-family residence. Multi-family and commercial SDCs are increased proportionally based on their impact to the system.*

The SDC adjusting ordinance also recommends including an annual inflationary adjustment to ensure fees keep up with inflation, consistent with VMC 3.20.100, beginning in 2024.

Staff reached out to 22 developers and representatives of the business community in March, 2022. A range of questions were posed by the business community around calculation methodology, timing of payment, effective date for new rates and potential phasing, and calculation of commercial SDC rates.

City staff is not recommending a phased approach to SDC increases at this time because phasing continues ratepayer underwriting of new development and capital projects will be impacted or delayed resulting in higher costs. The City's new rates remain lower than comparably situated jurisdictions, and it has been a substantial time since the last increase.

Staff is reviewing an SDC waiver process for qualifying affordable housing projects and will come back to Council in 2023 with a proposed program that accomplishes the City's goals of encouraging affordable housing and is simple for staff to administer.

An attachment included with this item that indicates where the City of Vancouver SDC rates currently are and where they will be after the implementation of the attached ordinance.

Request: On November 21, 2022, subject to second reading and public hearing, approve the ordinance.

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

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and carried unanimously to approve Ordinance M-4392.

15. **2023-2024 City of Vancouver Biennial Operating and Capital Budget**

Staff Report: 182-22

AN ORDINANCE relating to and adopting the budget for the City of Vancouver for the 2023-2024 fiscal biennium; providing for ratification and for an effective date.

The City of Vancouver 2023-2024 Biennial Budget has been prepared for approval in a manner consistent with direction set by the City Council in Spring 2022 and informed by broad community engagement that occurred through the summer of 2022. The Recommended Budget was published by the City Manager on October 1st, 2022 and was presented to Council in workshops held on October 10th, 17th, 24th and November 7th.

The 2023-2024 Biennial Budget appropriates \$1.7 billion for both operating and capital expenses, representing a 17% increase over the current 2021-2022 budget. It proposes using \$70 million in existing cash reserves city-wide to fund both the capital program and one-time initiatives. A total of \$1.4 billion is appropriated for all City operating funds and \$0.3 billion for capital funds and related funding transfers. There are 110.35 full time equivalent (FTE) positions added, bringing the total to 1,341 FTEs by the end of 2024, representing a 9% increase over the 2022 FTE complement.

Operating Budget

Total 2023-2024 Operating budget in all city funds is \$1.4 billion. Of that amount, General, Street and Fire Budget appropriation for the two-year time period is \$668.8 million. The 2023-2024 Budget continues to fully fund City reserves and depreciation accounts to the levels dictated in the Council-approved financial policies, while maintaining adequate operating capital throughout the biennium. The Budget also increases staffing in key areas, including fire, police, planning, economic development, diversity and inclusion, capital project management, and support services. The Budget utilizes \$6 million in existing General Fund cash reserves to fund one-time projects, including several strategic City initiatives, and a select number of capital projects.

The revenue forecast that was utilized in preparation of the 2023-2024 Biennial Budget was built anticipating slow economic growth over the biennium locally.

The Budget moves forward a large number of high priority initiatives advancing equity, climate and safety priorities of City Council and the community. Some of the highlights of the initiatives in this area are outlined below:

- The Budget implements the service level increase in Fire supported by the voted property tax initiative. A total of 44.5 FTEs was added in Fire funded by the Proposition 2. Additional 2.0 FTEs were added in the Fire Marshall's office.*
- Seven (7.0) new positions were added in the Police Department over the biennium and 2.0 former School Resource Officer (SRO) positions were converted into regular patrol positions during the biennium, supported by the General Fund. Expenses related to the officer camera program, new taser purchases and associated resources to support the program were included in the Recommended budget. This video camera equipment is supported by a federal grant.*
- The Budget continues funding for coordination of the City's efforts to respond to homelessness. One new Safe Park and two additional Safe Stay sites are included, bringing the total number of Safe Park communities to two and five Safe Stay sites within city limits. An additional outreach coordinator was added to work pro-actively with the population experiencing homelessness.*
- A dedicated new FTE is added in the CMO to further community engagement and implementation of the City's Climate Action Plan initiatives.*
- Funding is also set aside to add solar panels to city buildings, replace lights with LED lights in City facilities, invest in construction of electric charging stations by city facilities and in key strategic areas of the City to support City's transition to electric, hybrid and alternate fuel vehicles. The City will begin replacing all fleet vehicles with electric, hybrid or alternate fuel vehicles over the next two-years.*
- Additional 3.0 FTEs were added in the Parking fund to support anticipated weekend service and enforcement, as well as enhanced effectiveness in management of parking demand.*
- A new position was added in the Office of Diversity, Equity and Inclusion (DEI) to work as a business partner with City departments to advance the City's DEI work. This position will primarily work with public safety and public works departments. The office that was first created in the 2021-22 Biennial Budget has grown to a team of three in support of growing the City's capacity to deliver more equitable and inclusive services to an increasing diverse population.*
- The budget includes adding \$2.5 million in ARPA funds to support the increase in costs of the Fourth Plain Commons project. The remainder of the project is funded using a combination of General Fund, CDBG funding sources, and utilizing a Section 108 Loan to round out the funding of the project. The project will serve as an incubator for new businesses to revitalize the Fourth*

Plain Corridor.

- *Almost \$25 million in ARPA federal funds is set aside to fund an array of projects in the Fourth Plain Corridor. The specific list will be co-developed with the community over the next several months through extensive engagement. The list will likely include new/upgraded parks, play structures, new sidewalks and other amenities that benefit the community.*
- *The budget adds funding of \$1 million for a large-scale disparity study to develop a new tool with the goal of increasing diversity in future successful bidders on large scale construction projects in the City. The study is anticipated to be completed by the end of the biennium. An additional 1.0 FTE in Procurement is funded to start a proactive outreach program to small and historically disadvantaged businesses, including those owned by minority and women residents, to help them navigate state certification and become more successful in bidding on City projects.*
- *The budget is built on assumption of several revenue increases over the biennium. Those include:*
 - *The statutorily authorized 1% increase in property tax revenues, for each year of the biennium, incorporation of the \$0.50 per \$1,000 in assessed value increase in property tax levy approved by the voters in February of 2022 to fund an increase in Fire services;*
 - *A rate adjustment for sewer, water, surface water and garbage utilities to reflect inflation and fund depreciation costs already included in the Vancouver Municipal Code;*
 - *The blended impact of the utility rate increases is anticipated to be approximately a 6% annual increase over the biennium on resident's utility bills;*

Phased increases in Parks Impact Fees totaling 35% in 2023 and additional 10% in 2024 to fund new park amenities for the growing city population;

- *A rate adjustment in System Development Charges in water and sewer to adjust for inflation back to 2014 and generate capital funds for system expansion due to growing system needs;*
- *An update to the business license base fee and surcharge to adjust for inflation and generate new funds to support new capacity construction in Transportation, public infrastructure, facilitating large scale job creating development in areas with approved subarea plans, increased staffing in Police and Parks capital and major maintenance of existing city parks;*
- *The budget is also relying on transfer of 0.1% Sales Tax dollars to Transportation Capital from the Transportation Benefits District to fund new complete street features.*

Attachment B to the Ordinance outlines all changes in staffing included in the 2023-2024 Biennial Budget. The budget adds 110.35 net new positions over the biennium. The vast majority of the positions are funded by the voted increase in property taxes and sales tax, as well as related support services and capital project management. Additional capacity was added to restart annexation planning, increase grant solicitation capacity, add dedicated resources to homeless outreach and to advance the City's climate action framework. Resources were added to address staffing deficiencies in key strategic areas, like economic development, diversity and inclusion, planning and city capital program management. Attachment B updates position classifications consistent with the updated Pay Plan as presented in attachment D to the ordinance. These and all other changes in staffing are outlined in Attachment B. Attachment D to the Ordinances has been updated for a 5% annual inflationary increase to a majority of non-union pay ranges, as well as minor adjustments as recommended and supported by the market study.

2023-2024 Capital Budget

The City has an excess of \$2 billion in capital assets (building, streets, land, utility lines, etc.). Stewardship of these capital assets is critical to efficient, effective, and sustainable service delivery. While the true cost to manage these assets through their lifetime is substantial, the City has been making meaningful, strategic investments in our assets without adding new debt. The same trend is evident in the 2023-2024 Biennial Budget.

Attachment C to the Budget Ordinance displays a list of all projects included in the City of Vancouver's 2023-2024 Capital Budget. The \$372 million capital program includes \$277 million for projects in multiple functional areas; additional appropriation of \$95 million is related to funding transfers. Below are some highlights:

- *Utilities projects totaling \$128 million, include:*
 - *Water fund projects totaling \$53.1 million include \$16.5 million for the Water Station 5 reservoir, \$6.5 million for Water Station 3 improvements, \$3.5 million to replace three wells in Water Station 1 and \$4.6 million to continue design of the Replacement Operation Center.*
 - *Wastewater utility appropriation totaling \$58.1 million includes an \$8 million Sewer Connection Incentive Program (SCIP) funding, \$7 million for Capital preservation and replacement, \$6 million to fund East interceptor rehabilitation, \$2 million for interceptor rehabilitation, \$7 million for a number of upgrades at the Marine Park, including bar screens, force main, piping and UV upgrade.*
 - *Surface water appropriation of \$16.9 million, representing doubling of the capital program for 2023-2024. Main investments are intended to keep up with the National Pollution Discharge Elimination System (NPDES) regulations including water quality and inspection programs.*
- *General Capital Projects total \$52.6 million and include the following highlighted projects:*
 - *\$3.9 million for land purchase and design for Fire station 4 and 6 replacements, Station 8 seismic remodel and Fire Station Logistics Warehouse remodel, partially funded by state grant.*
 - *\$20 million in funding to remodel the new Police Headquarters on Chkalov to better accommodate the building for Police and Fire Marshall's and other city needs over the next decade.*
 - *A total of \$6.8 million for pro-active management of city building assets, including HVAC controls replacement, electric panel upgrades and roof and gutter repair and replacement. Other notable projects funded in General Capital include installation of solar panels on city buildings and charging stations for electric vehicles throughout the City.*
 - *The budget allocates \$9.8 million in a combination of grants, Section 108 Loan, General fund and ARPA funding to the Fourth Plain Commons Project.*
 - *Also included, is \$3 million for the design of the conversion of the City facility, formerly leased to the regional library, to an Arts Facility, with dedicated studio and exhibit spaces for the City's burgeoning artist community.*
 - *The Budget allocates \$64 million for transportation funding, including the following projects:*
 - *\$10.2 million to continue funding construction on SE 1st Street – 177th Ave to 192nd Avenue, to fund the second phase of the urban arterial upgrade of an existing 2-lane rural road to increase safety, mobility and livability, and meet future subarea needs;*
 - *\$16.1 million for funding 137th Ave Corridor – 49th to Fourth Plain Blvd.;*
 - *\$10.2 million to replace Main Street between 5th and 15th Streets;*
 - *\$5 million to replace Jefferson Street, from Evergreen to Mill Plain Blvd; Three new complete streets projects are funded for design over the next biennium, incorporating new pedestrian and bike capacity consistent with the City's Complete Streets Plan;*
 - *Various other traffic management projects and street and sidewalk improvements.*
 - *Parks and Trails capital program totaling \$32 million, four times higher than in 2021-2022, including park acquisitions in districts 2 & 4 using the City's Park Impact Fee resources, and major renovations and expansions at parks including Oakbrook, Vancouver Innovation Center, Bagley, anticipated to be funded by ARPA, Evergreen parks and others. A total of \$3.5 million for playgrounds replacement and a new \$1 million appropriation to fund a new City program and a new FTE to design, and implement over time, connections between various regional and City trails, creating a safe infrastructure for unimpeded movement of pedestrians and bikes across City and reducing their reliance on vehicles.*

The 2023-2024 Budget addresses the top priorities of the community while exercising a high level of fiscal constraint in its use of City resources. The budget is balanced by using ongoing revenues, and

one-time expenses are funded by existing cash. The budget sets initiatives in place that will bear financial savings in future biennia and will temper the growth in city expenditures.

Request: On November 21, 2022, subject to second reading and public hearing, approve the ordinance.

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

Motion by Councilmember Paulsen, seconded by Councilmember Hansen, and carried unanimously to approve Ordinance M-4393.

Communications

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

Climate Strategies Framework

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

Adjournment

8:22 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

From: [Holmes, Eric](#)
To: [Dollar, Sarah](#)
Subject: FW: Business consortium comments re: city budget
Date: Monday, November 21, 2022 1:13:06 PM
Attachments: [Business consortium materials re City of Vancouver Budget.pdf](#)

FYI – delivered direct to Council.

Eric J. Holmes | City Manager

CITY OF VANCOUVER

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

From: Sean Philbrook <[REDACTED]>
Sent: Monday, November 21, 2022 12:10 PM
To: McEnerny-Ogle, Anne <A.McEnerny-Ogle@cityofvancouver.us>; Stober, Ty <T.Stober@cityofvancouver.us>; Hansen, Bart <B.Hansen@cityofvancouver.us>; Paulsen, Erik <E.Paulsen@cityofvancouver.us>; Fox, Sarah <S.Fox@cityofvancouver.us>; Perez, Diana <D.Perez@cityofvancouver.us>; Harless, Kim <K.Harless@cityofvancouver.us>; Holmes, Eric <Eric.Holmes@cityofvancouver.us>
Cc: Delapena, Amanda <Amanda.Delapena@cityofvancouver.us>; [REDACTED]
[REDACTED] 'Kenny, Steve' [REDACTED]
Subject: Business consortium comments re: city budget

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

Mayor, City Council and City Manager --

Please accept the attached letter and related materials on behalf of a broad-based business consortium regarding the 2023-24 proposed city budget.

See attached and reply with questions or comments.

Sean Philbrook

--

Sean Philbrook, Vice President of Programs
Clark County
[REDACTED]

November 21, 2022

Anne McEnery-Ogle, Mayor
Councilmembers
Eric Holmes, City Manager
PO Box 1995
Vancouver, WA 98668-1995

Dear Mayor, Councilmembers and City Manager:

As a supplement to a business consortium memorandum dated October 24, 2022, (attached) we wish to add the following information.

First is a summary of a poll of businesses conducted last week. With just one-in-three respondents aware of this proposal, and with broad resistance to the license and surcharge schedule, the situation merits further exploration of options. This is especially true because these charges rely upon the honor system.

Second is a summary of potential options. We recognize time is limited for an updated budget proposal, but that better solutions could be addressed through a supplemental budget which likely will be necessary regarding either approval or rejection of the Prop 2 Affordable Housing program in February 2023.

Potential options:

1. Revert back to the consensus business license and surcharge coming out of the Stronger Vancouver program. This was a \$90 surcharge, increasing at \$10 a year. If adjusted to the 1,664 hours, then the effective surcharge should be adjusted to \$72, with \$8 increments, reflecting that it counts about 1.25 FTE for every true full-time equivalent employee. Refine the budget to match resulting revenues.
2. Limit the business license surcharge to rates outlined in #1, supplementing through the use of a utility tax. A 3.25% tax rate increase was envisioned in the Stronger Vancouver package, raising about \$3.8M a year. This could take considerable pressure off the business license surcharge mechanism while spreading modest increases in city-owned utility taxes across more households and businesses.
3. Table the business license components until after the Proposition 2 Affordable Housing vote in February 2023, at which time a supplemental budget will be necessary. Engage in significant dialogue with business leaders between December and January to further discuss needs and funding options, inclusive of how to better collect from employers in Oregon, and other mechanisms such as a payroll tax approach.

Sincerely,
(On behalf of the consortium)



Ron Arp, President
Identity Clark County



Steve Kenny, Chair
Identity Clark County

BUSINESS LEADERS POLL

City of Vancouver Budget and Business Tax Reform November 17-20, 2022

In all, 133 business executives took time to respond to our poll about the City of Vancouver proposed budget. Highlights:

Just 31% were aware (vs. 69% unaware) of components and the schedule of the city budget leading to a council public hearing November 21.

Regarding key components of the business license and surcharge reform:

- 89% do not support (vs. 4% support) redefining the definition of full-time equivalent from 2080 to 1664 hours.
- 89% do not support (vs. 4% support) increasing the surcharge from \$90 to \$104 in 2023, reaching \$244 by 2030.
- 74% do not support (vs. 10% support) increasing the base per location fee from \$200 to \$300 in 2023, reaching \$422 by 2030
- Respondents were mixed on a lower license rate for <\$50K businesses, a nonprofit exemption, and five-year exemption for employers bringing 200 higher wage jobs.

Overall, 80% of respondents oppose the business license reform package (vs. 9% support) that would raise \$18-20M a year by 2030 versus \$6M in 2022.

Primary reasons for opposition:

- Business already pays significant taxes through property, sales and utilities (n=89)
- Sends a negative message to businesses looking to relocate or expand here (85)
- Bad timing, headed into recession, inflation, many other new taxes (80)
- City does not have a structural deficit, should live within its means (67)
- Items being funded (e.g. park maintenance, transportation, police infrastructure) benefit and should be paid by all (66)
- Haven't received enough information to know appropriateness of fees and purpose (24)

Sample verbatim:

Current process by City staff ensures that Council is not engaged in an official discussion with the community until the same meeting where it will (presumably) be approved. Isn't there a better way for the business community to engage with Council on this obviously important topic?

Primary reasons for support:

- Keeps a local B&O tax option off the table (12)
- Sets a schedule through the 2020s (7)
- If city staff/council feels there is a need, we should accept their recommendation (3)
- The city has the authority to raise these fees and taxes (2)

Sample verbatim:

Due to the state imposed funding mechanisms, the city operates in a structural deficit. Additional funds must come from local sources to support the necessary services. When compared to cities of like size, Vancouver ranks very favorably.

October 24, 2022

Eric Holmes, City Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

Dear Mr. Holmes:

Special thanks to you, Natasha Ramras, Lisa Brandl and Lon Pluckhahn for meeting with a consortium of about 30 private sector business leaders regarding the draft 2023-24 City of Vancouver budget and plan. We recognize that preparing a budget document is a large and complex undertaking. Therefore, we wish to present a thematic overview of our concerns and suggestions in hopes we can arrange 1-2 more meetings to further discuss the proposal particularly as it pertains to business taxation with staff and councilmembers.

Here are our concerns:

Overall, we express caution with a 17 percent increase in the city budget as we are heading into what is widely considered to be recessionary conditions. In addition to inflation and lingering supply chain disruption, the federal spike in interest rates is thought to already be creating a chilling effect on construction, housing, consumer spending and assessed values. Additionally, employers need time to adjust to escalation in state Climate Commitment Act costs, minimum wage rates, family and medical leave shortfalls, long term care and additional transportation costs. We encourage focusing on core services with fewer aspirational dimensions, which is in keeping with citizen feedback you received through polling.

The overall package reflects a far larger tax burden than was envisioned just two years ago in the Stronger Vancouver package. The city is trending to approximately double the revenue increases contemplated for the 2020s in the Stronger Vancouver package, when factoring in multiple property tax levies, three sales tax increases, real estate excise taxes, car registration fees and restoring car license fees. Businesses certainly participate in all of these taxes, so we feel there should not be a sense of urgency to significantly boost specific business license fees and surcharges at this time.

The business license and surcharge proposal is unwieldy, both in financial and administrative terms. It proposes steeper and faster rate increases compared to the Stronger Vancouver package, resulting in a tripling of expected revenue from employers in just six years. We also find that business license fees are onerous for those employers who rely upon part-time and seasonal staff, which includes many small businesses and start-up enterprises operated by those with diverse backgrounds. The current per-FTE approach makes for less administrative work, but we seek to partner with city leaders to explore simplified models that are even easier to understand and administer and involve a broader and more equitable range of contributors.

Recognizing you have limited time before needing to secure approval, we would like to schedule time for a more complete discussion. Alternatively, because the city budget was amply funded and there is no

structural deficit on the immediate horizon, perhaps we postpone any changes in business taxes that would risk slowing the robust community transformation underway until a more suitable proposal can be developed and introduced in a supplemental budget.

Sincerely,
(On behalf of the consortium)

A handwritten signature in black ink, appearing to read 'Ron Arp', with a stylized flourish at the end.

Ron Arp, President
Identity Clark County

A handwritten signature in black ink, appearing to read 'Steve Kenny', with a long horizontal line extending to the right.

Steve Kenny, Chair
Identity Clark County

From: [Holmes, Eric](#)
To: [Dollar, Sarah](#)
Subject: FW: Vancouver Clinic Feedback on the Proposed City Budget
Date: Monday, November 21, 2022 11:29:25 AM
Attachments: [image001.png](#)
[Vancouver Clinic Feedback on Proposed City Budget.pdf](#)

FYI – delivered direct to Council.

Eric J. Holmes | City Manager

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From: Melody Urban <murban@tvc.org> **On Behalf Of** Mark Mantei
Sent: Monday, November 21, 2022 11:07 AM
To: McEnerny-Ogle, Anne <A.McEnerny-Ogle@cityofvancouver.us>; Hansen, Bart <B.Hansen@cityofvancouver.us>; Stober, Ty <T.Stober@cityofvancouver.us>; Paulsen, Erik <E.Paulsen@cityofvancouver.us>; Fox, Sarah <S.Fox@cityofvancouver.us>; Perez, Diana <D.Perez@cityofvancouver.us>; Harless, Kim <K.Harless@cityofvancouver.us>; Holmes, Eric <Eric.Holmes@cityofvancouver.us>
Subject: Vancouver Clinic Feedback on the Proposed City Budget

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

Good Morning,

Attached is a letter regarding Vancouver Clinic's feedback on the proposed City budget. Thank you for taking the time to review and consider.

Sincerely,
Mark Mantei

Mark Mantei
CEO, Vancouver Clinic

360-397-5520 OFFICE

Office: [REDACTED], Vancouver, WA 98682

Mailing: [REDACTED] Ave., Vancouver, WA 98664

[m](#)



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VANCOUVER CLINIC[®]

November 19, 2022

City Council and Administrative Leadership
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

Dear Councilors and City Leadership:

I am writing on behalf of Vancouver Clinic, PS, a 450-clinician medical group serving over 200,000 residents of Clark County. Our concerns have to do with the proposed City budget and, in particular, the proposed increase in the per FTE surcharge on the business licenses issued for Vancouver.

As one of the largest for profit businesses in Vancouver, I must convey that this business tax increase could not come at a worse time for our healthcare organization which has served this community for over 86 years. As you know, we were put front and center in terms of managing a pandemic that has claimed over 1M lives and continues to threaten our livelihood and quality of life.

Vancouver Clinic was the first to stand up reliable COVID testing and vaccination services in our community. We reached out to our most vulnerable populations in skilled nursing facilities and when there was an outbreak of COVID in a fruit processing facility in Vancouver, we stood up a special clinic with Spanish speaking physicians to test and treat those affected. We continue to take care of the poor and disenfranchised with over 12% of our patients in this category while not being advantaged by significant tax breaks that other healthcare organizations are afforded.

All of us in healthcare are under significant financial pressure as we emerge from this devastating time. A study of Washington hospitals showed that the average hospital experienced a 10% operating margin loss in the first half of this year alone. Vancouver Clinic has also experienced significant losses as we deal with staff shortages, supply chain issues, and general inflation. Unlike most businesses, we rely on payment from the government and insurers, all of whom have fixed our payment for several years. Passing on cost increases like the FTE surcharge is not an option for us.

I understand the City's aspirations and Vancouver Clinic has been a huge supporter of those efforts. I personally dedicated many hours to the Stronger Vancouver initiative and saw firsthand that our City is progressing and well run. However, in those discussions regarding Stronger Vancouver, we did not envision a pandemic and as aggressive a budget increase (almost 17%) post pandemic by the City. With our economy teetering on a recession, now is not the time to pass such a major change to taxing businesses in Vancouver.

I urge you to scale back your plans and not increase the per FTE surcharge as proposed. Such a shift in policy will force Vancouver Clinic to make adjustments that will not be in the City's long term best interest, including scaling back on who we can serve and moving jobs outside the City limits.

Thank you for your attention. If you have any questions, please do not hesitate to contact me at mmantei@tvc.org.

Sincerely,

Mark E Mantei
Chief Executive Officer

From: [Dollar, Sarah](#)
To: [Cook, Nena](#); [Dollar, Sarah](#)
Subject: FW: Support for renewal of Affordable Housing Levy (Agenda #8)
Date: Monday, November 21, 2022 12:01:58 PM

Please see the below public testimony for Council.

Sarah Dollar | Assistant to the City Council
CITY OF VANCOUVER, WASHINGTON
City Manager's Office
Pronouns: She/Her/Hers
www.cityofvancouver.us

From: Peter L. Fels <plfels@gmail.com>
Sent: Monday, November 21, 2022 11:50 AM
To: City Council <council@cityofvancouver.us>
Subject: Support for renewal of Affordable Housing Levy (Agenda #8)

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

Dear Mayor and Council,

I encourage you to approve the Property Tax Affordable Housing Levy for 2023, item #8 on tonight's City Council Agenda.

Vancouver has been forward thinking in addressing the unhoused residents of our City. Funds raised by the Affordable Housing Levy have been significant and well used to create new resources for our houseless community. This ordinance will actually result in a reduced tax rate due to increases in property assessed values, but will still raise the same revenue annually.

I urge you to vote YES to renew the levy.

Thank you.

Peter Fels
Vancouver

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Harris, Rep. Paul](#); [Dollar, Sarah](#)
Subject: Cancer causing vaccines
Date: Saturday, November 19, 2022 3:58:00 PM

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WATCH at 9pm ET - MODERN DAY ROBBER BARONS | Cancer-Causing Vaccines & Depopulation | GMO | Genocide | Geoengineering www.propaganda-exposed.com/ep7

From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#); [Harris, Rep. Paul](#); electmichellebelkot@gmail.com
Subject: covid jabs
Date: Saturday, November 19, 2022 10:56:20 PM

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<https://usawatchdog.com/cv19-vax-destroys-hearts-brains-of-billions-of-people-dr-sucharit-bhakdi/>

Send this to the city council members and Dr. Melneck, please. Send me confirmation you did.

From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#); electmichellebelkot@gmail.com; [Harris, Rep. Paul](#)
Subject: Fwd: Reiner Fuellmich latest on the carona investigative committee
Date: Sunday, November 20, 2022 3:26:50 PM

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

From: **rcoones102** <[REDACTED]>
Date: Sat, Nov 19, 2022 at 8:43 AM
Subject: Reiner Fuellmich latest on the carona investigative committee
To:

Reiner Fuellmich latest on the carona investigative committee

<https://www.bitchute.com/video/6ZuWg4S82bD8/?list=notifications&randomize=false>
Announcement for the new format ICIC International Crimes. Telegram
<https://t.me/ICICCommittee>
website
<https://icic.law/>

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

Please give this to the council members and Dr. Melneck. Also put this on public record so the public can hear about the toxic experimental vaccines and the lawsuits on them. Check out www.childrenshealthdefense.org has many lawsuits for the deaths and injuries caused by the jabs. Also you should take down "GET YOUR BOOSTER" on the city and county websites. Read Clark County Today online news. Many articles are there about the killing jabs you recomend to take. Fire Dr. Melneck should be your first course of action. Please confrim you got did this. We all the news about lawsuits and injuries, you need to stop recommending these jabs. I hope you are all bonded.

Thank you
Wynn Grcich

From: [Wynn Grich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#); electmichellebelkot@gmail.com
Subject: Fwd: Fluoridation Weekly Review
Date: Sunday, November 20, 2022 4:15:36 PM

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

From: **Wynn Grich** <[REDACTED]>
Date: Sun, Nov 20, 2022 at 4:10 PM
Subject: Fwd: Fluoridation Weekly Review
To: Harris, Rep. Paul <[REDACTED]>

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

From: **Fluoride Action Network** <[REDACTED]>
Date: Sun, Nov 20, 2022 at 3:33 PM
Subject: Fluoridation Weekly Review
To: <[REDACTED]> Send this to the city councils and Dr. Melneck. Put this on public record. Vancouver will have lots of water pie issues on the agenda tomorrow. Fluoride is very corrosive and rots pipes. Confirm you sent this to them, please.
Thanks
Wynn Grich

[Image](#)



Image



Fluoride Exposure From Water Associated With Higher White Blood Cell Counts In Children

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

[Read More](#)

Image



Image



Vermont Water Superintendent Resigns To Protest Fluoridation

The Richmond, Vermont water superintendent whose concern for public health kept the fluoride level in Town water at 0.3 mg per liter, less than half the level recommended by federal and state health bureaucrats, has resigned in protest after the Town decided to increase the fluoride level to 0.7 mg per liter.

[Read More](#)

1940s Documents Show Sugar Industry Captured Dentistry, Pushed Fluoride

An examination of the records of the American Dental Association has revealed the key role of business interests in converting dentistry from a guild that opposed fluoride and a diet rich in refined carbohydrates to one that favored both, according to a new paper by University of Washington Dental School professor P.P. Hujoel in the *Nutrients* journal.

[Read More](#)

Image



Image



Canary Islands Study Finds Cold Brew Coffees Can Make Significant Contribution Of Fluoride To Diet There

In an example of how fluoride in water can cause processed foods and drinks to have high levels of fluoride, researches from the University of La Laguna report the fluoride content of several ready-to-drink cold brew coffee preparations sold there, and note that regular consumption of these products adds a significant amount of fluoride to the diet.

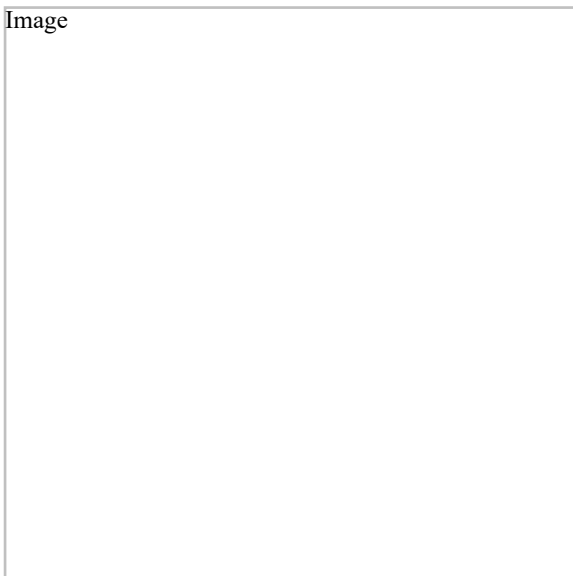
[Read More](#)

Mouse Study Finds Intestinal Damage From Fluoride Enhanced In Estrogen Deficient

Writing out of concern over what they call the “fluoride contamination crisis,” investigators from Henan University of Science and Technology report that mice who are deficient in estrogen because their ovaries were removed, when given sodium fluoride in drinking water, suffered greater damage to their intestinal lining.

[Read More](#)

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

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Katherine Whitney

11/14/2022

GOD'S HOME OF LOVE AND LIGHT

Idea: To create a place for people who have been spiritually broken, for a God healing journey, with a safe home, that they participate in building and keeping. The purpose is healing the trust in God and themselves. Creating an understanding that all healing can happen, because all who do God Law, will Reap with God's abundance.

5 plantations for living, learning, and earning in the love and light of God.

1st Plantation will be for healing the trauma that created the need to come to our God's Home of Love and Light.

2nd Plantation will be for remembering the peace of quiet. Remembering the gift of privacy without the feeling of abandonment.

Desiring to do the work was instilled in spirit during the 1st plantation. In that training a good home is created in private, with self-control, understanding what it takes to have a home and enjoy the peace of a calm life.

3rd Plantation is for residents who have decided to make this their permanent home, and all that is required to sustain a healthy life in a community from birth to death.

4th Plantation is for the Green Houses, spices and vegetation to be grown and tended, the clinic and hospital for times of body trauma, and a healing spa for the health kept in all of the community.

A meeting hall for those who are in permanent residents for the communication always needed for community to be run with calm and love in and for each other.

5th Plantation is for a Flea, Vender and Farmer Market

A place for all in residence to work in some way, either with a paid for booth, using community money for the booth.

This business venture will require a rotating board of directors.

Time requirement for being a board of directors has yet to be determined, as there needs to be the participants known before this portion can be created in Real Time.

It is the hope that those who invest and support the building of the Healing Home will be wise enough to advise as to what is needed in this area, the skilled in handling something this big, God will bring.

Praying on it. Praying on this a lot.

I like trade much better than currency, unfortunately society has created the need for the American dollar.

First Plantation

Building is a longhouse type of structure or a big cabin that all new community members live in for a period of time together.

With an understanding of working together in unity comes trust in loving ways, healing with other humans of like minds.

There will be a sleeping area that is bunk beds, with an understanding that when they graduate from this first plantation, they will have privacy and solitude that will be in great abundance.

Giving a goal that will be accomplished, creates an understanding in self that success can be achieved and is good.

As each reason will be different, given that God made all of us different, we can't possibly understand all the reasons that someone may need privacy, or how that privacy needs to be for them and earned.

That will be addressed on an individual bases with understanding specific excuses are off the list of ability to use.

**GETTING CLEAN of SUBSTANCE NOT GOOD
FOR BODY, AND GIVING OF YOURSELF
IN SERVICE is required
UNCONDITIONALLY**

First phase: Program graduation documentation from previous community required upon arrival.

There will be two living plantations.

Plantation A will be a none smoking of marijuana.

Plantation B will be smoking of marijuana if that is the need of the resident.

There are proven studies, legitimate reasons how the flower of marijuana is and does help with some mental issues, and pain without loss in quality of life.

Proof of one full year showing a clean UA of all with the exception of THC.
7 days a week lab results.

Every Day for 1 full year a UA will be taken, and found clean of all chemicals that are not naturally in the body by God, with the exception of THC & CBD.

Flower only, the chemicals in dabs and such are not allowed as they also are toxic. Creating butter for baking so that those who need to consume with eating for the medicinal quality, will be allowed.

Program documentation must include proof of an understanding of God's word, scripeter and verse. If unable to read, the community will help by either teaching new arrival how to read, or teaching an understanding of the required reading with truth of God's Light and Love.

Upon arrival to God's Healing Home, Each Person will be given the community Holy Book, and Each Person comes home with an understanding that it will be a requirement to memorize our Healing Home's God book, written by all in community members, current and from the beginning.

Upon arrival they will submit the bible verse from whatever word of God they have learned from birth, and will submit for addition to the community Holy Book, the words of the verse that has helped them survive in this body, in this world, on this earth.

Each person who arrives will be a part of our community spiritual understanding of truth, helping to create our God Laws.

Having their truth become a part of the whole, helps to heal the wounds of the past, and builds a God foundation that was given to our home, through our new brother and sister, as they come, sharing their truth of God, Creating a stronger and more solid foundation with each addition to our community.

Each new community member will provide proof of volunteering and community service, 5 days a week, assigned by the Gospel Mission, or whatever community service agency is available for volunteer work, for one full year.

The reason is to teach the pain of others, showing they are not alone, and to show hope in healing, by creating their helping in the healing of others, creating healing for self.

Reminding that we reap what we sow.

That's why there is a requirement to show proof of service in community new resident arrived from.

Second Phase: Introduction to community living.

All who are willing to walk in God's Love and Light are welcome.

All will have to understand that we have to learn to work together.

All who choose to work our program, being the gift for and in return receiving of our community, agreed to live in a community Long House or Giant Cabin at the start of their Healing Journey.

The day will begin with prayer and meditation first.

Then food preparation.

All meals will be served in the dining room, with discussion of what is needed to be done, and ideas of how to help those who will be coming, communication of God's plan, that is already in motion.

There will be two meditation times during the day.

The first prayer and meditation will begin at Sunrise, before food prep and will be led by someone who takes the group on a God Journey, showing that truly in our souls, in our minds, and in our love for and from God, we all have peace and freedom, no matter where we are, or in what circumstance.

After the meal and cleanup will be one hour of meditation.

Quiet sitting, no talking, if quiet music is needed to help God's message, that will be shown by God and allowed only during those instances.

The point of the meditation is to have God tell how each task is to be done, for the betterment of all, in God's love and light only. We have to be quiet to hear God.

Sign up sheets will be posted along a wall. All are required to volunteer for work in one or more of the divisions of need. Garden, medical clinic, Spa, Energy, and other needs for the community to live comfortably in good health.

TV, and cell phones are not available or allowed in the First plantation.

A computer will be available without any Wi-Fi or internet. This will be a tool for writing and printing, no google search as we will be creating something different.

No social media! The tourists will do enough of that at the 5th plantation.

There will be available ways for calls if needed.

There will be US Postage, giving the understanding that the written word is a very good way to talk.

In taking the time to think about what will be written, taking the tools, the pen and paper, the time to think and then write down thought, shows worth of time in self, as well as the worth shown to the person being written to. It shows they are worth that time taken to write to them as well. In a letter comes inner truths.

In receiving a letter, knowing that there will be a letter coming, there is an anticipation that is created, and then love happens when they're shown they were worth the time it took to write a letter. Such a simple thing can mean so much.

If a letter is Not returned, then the community is witness to that pain, and will pick up where the world outside has left off, creating the healing that was shown needed in our family member's heart.

Cleaning and sanitizing of community area will be done by all.

Those in residents will show those who have newly arrived, alongside with those who are about to graduate.

Each new arrival will be assigned someone in residence, someone safe in times that communication is needed, for the needs of the new arrival to be met.

Residents will show new arrivals all daily chores and living requirements after second meditation.

The required work in the different divisions of 4th plantation, that All in Community will be required to sign up for, in some area of interest.

If no interest or sign up done voluntarily, then job and chore assignment will be assigned and required, until each chore and job has been done, creating the new arrivals knowing and understanding what chore they want to do the most. Their calling in the work needing to be done. We each have a purpose; this work time is a good way for God to show us our working purpose.

Third Phase: Teaching an understanding of the job of Introducing new arrivals to the long house or Cabin community for the first week of their arrival, as this will

always be replaced as graduates move to the second plantation, creating a rotation for the new arrivals to learn, then to teach other new arrivals. Teaching the community requirements of love and light, giving light and love in all tasks, accomplished together, in the joy and love of God. The student becomes the teacher. Self-Worth is created within for All.

Kitchen: There will be a full industrial kitchen with all equipment and utensils to accommodate any 5-star restaurant.

Maybe Gordon Ramsey can have the time and willingness to consult and instruct in this field, or some professional as they are brought by God for their healing, and community benefits in their skills loved.

As I am not an expert in this field, this area will be open for improvement as more skilled culinary artists are brought to God's Healing Home.

Those with a gift and drive to be in a kitchen are welcome to entertain their gifts, while enjoying the ability to teach others who are drawn to feed the community, taking a liking to the preparation, and enjoyment of a meal well prepared.

All those who are in the kitchen will be responsible for all sanitization, cleaning, prep and tear down.

Those who wish to work in the kitchen are required to commit for the whole day, Breakfast, Lunch, Dinner, and snacks in between.

In having the responsibility to feed the community for the day, there is also an opportunity to create a full menu.

Menu creations can be used by any who enjoy the combinations of food, both to prepare and to enjoy with the community, as well as being used as a learning tool, for anyone who has a desire to see if culinary arts is their gift.

Dining area will be Rows of Picnic tables, with high backed chairs, whoever has not chosen to work in the culinary arts will be taking orders, and serving meals. Preparing the dining area for meals. Each person will be responsible for bussing own table when done with meal. Those who prepare dining area receive meal order first. Those who prepare the meal eat first to make sure edible our tasters for the community, then all will help with dining area clean up, sweeping floor, wipe down tables, make sure chairs are clean, on a rotation list, as all chores will be on a rotation list.

Sleeping area will be an open room, Long House. Each Bed will have curtains that gives a bit of privacy, while still hearing the activities in the community, between and around each sleeping area, with an understanding of respect be shown, by adhering to the 11:00 PM curfew, unless otherwise planned for reason unknown at this time.

Energy for community. It is my hope to build by a hot earth area, that has a geyser, for creating energy to light and power the community with basic electric and heating needs. In this area I hope to hire my long-time friend Richard Hutchins, who has expertise in these areas.

In this technology it is the wish to have a filtering system set up, for filtering both water and air, while leaving the essential minerals needed to sustain a healthy happy life, for both our Mother Earth and our bodies.

Forth Phase: Graduation ceremony from long house, for a private tiny home reward.

Choosing Private Home in Second Plantation

This phase will be done after new arrivals have been in residence for 6 months, to a year time, sometimes longer if needed of community understanding.

Graduation depends on how long it takes for God's person, our brother and sister, to heal. There has to be an understanding that all are made different, and each is a personal journey, brought to us for help to heal.

During graduation from completion of first plantation, each graduate will have a period of time, to tell all, their story, so we can witness for God, the healing we all go through, showing they are each different, and personal, and that we All have a story. A Good Story at graduation, from the healing, and light turned back on in spirit, professed by graduate.

Second Plantation

Choice of one out of 50 sheds that have been turned into fully functional tiny home, for those who graduate from first plantation, for privacy and ability to gain control of own life, with an understanding that same rules still apply.

The ability to Earn a flatbed truck to put tiny home on, because of want to be free and travel, will happen if that is needed, by the work in the Flea Market/Farmers Market paying the expenses it takes for creating that desired flatbed truck home with Wheels.

For those who wish to stay at the Healing Home of God, continuing growth and learning, are given a home, either with a partner they came with or met. Or alone.

As always, we are all different so the requirement of each will be different.

Small organic garden that all residents in second plantation are allowed to plant in their area, for ability to do own cooking, or community cooking in second plantation.

If the person wants to continue cooking in the Kitchen for all residents who wish to eat in the Long House, are welcome to continue with their desire to work in the Kitchen, with the understanding of rotation with all divisions in plantation 4 is still required.

Morning community discussion and prayer will be at 8:00 AM

Meditation following.

Residents will have the ability to eat in own home.

Discussion for needs to be brought to light in the group upon arrival at the morning meeting.

Prayer will then be done from the needs brought to light.

Meditation for an hour, of quiet silence unless God instructs for quiet music, for a clear message to be given, from God will come instructions, meditation to be done in an area created for this meditation.

Those who work the greenhouse and, in the garden, rotate duties as needed in that area.

The Hospital and Clinic, will be blessed with healers, they will also be an area of training and rotation. All are able to volunteer for the area most interested in.

Third Plantation

Ability to design and build on land that will never be required to be moved from, and inherited by the family as people get called back to God, unless God has us living forever and ever happily. Never know.

Materials and building will be provided by the community with an understanding that this is a community that helps each other, always, in all ways.

The amount of property will depend on need of single person, a couple, or a family unit.

Earning the ability to stay and make this community a permanent home, creates a benefit in skills and talents that the community will reap from, with God's child loving our home, being a contribution in love and blessings.

Stick houses as well as tiny homes are available, with land to work. Amount of land will depend on what God provides moving forward.

This plantation will have the permanent homes created first, by those who want to build this, and have the dream to make it happen, with the understanding they never have to leave. When one of the beautiful homes is picked as a home, they understand the work that is expected by the whole community for this beautiful with out worry of expense.

Fourth Plantation

Community needs energy for lights, heat, cooking food and other things for comfortable living.

Building in an area that has geyser activities, using the engineering used in Switzerland and Iceland, Trapping and creating Steam energy.

With the ability to control the expelling of the gas that has built up in our Mother Earth, it is the hope that some of the warming can begin to turn around.

Filtering the exhaust of the energy, with a cleansing created that replaces the minerals we have stolen out of our mother earth and our atmosphere.

Health Spa with a Mineral Swimming Pool, Steam Bath and Sauna.

Garden large enough to sustain and feed all in residents in all plantations. All community members will be required to work in the fields and the green houses, 2 hours of each day, in some way, learning how to grow the food they will eat.

Health clinic for small medical needs. To be built by those with a better education of supplies and needs. It is the hope that Sadaf in Pakistan will lead in this endeavor.

Hospital for the larger needs of the community. It is the hope that Sadaf will have a connection with those who have the ability to build and run a hospital.

Invite interns to do residency with an understanding of being paid a lump sum, including partial payment is having the ability to live at the community, all needs met, with contractual agreement for a period of time, all needs that are required be met.

Diagnosed, tested, and treated in whatever manner best fits the issues, creating the best possible result for all in the community.

That way the Doctors and Nurses, all the help in these facilities can be actual healers, without insurance companies creating a dollar amount for a life value, when a life is priceless and the most valuable thing there is on earth.

All needs for comfortable living will be available to find on this plantation. If need is not able to be met, community will come together to find a solution, to build and provide what is needed.

Fifth Plantation

This land will have a barn big enough for inside sale with a flea/farmers' market for winter time selling.

Outside will have a BBQ area for grilling, with picnic tables and seating, meant to help enjoying the day for those who come to purchase from our community. A resting spot with shade that has nourishment.

10X10 spaces with tables will be available for community residents as each resident who is not working in the Hospital, clinic, kitchen, or garden in some way will be required to make marketable items to sell.

All in resident is required to work in some way.

God makes us all to do a purpose, working in some way, creates our doing what we were created to do for God.

In this work, Healing with a sense of accomplishment is achieved.

CITY OF VANCOUVER 2023 State Legislative Priorities

I-5 Bridge Replacement | Budget Item

During the 2022 legislative session, the Washington State Legislature passed the Move Ahead Washington transportation package, which included \$1 billion to fund Washington's share of the anticipated costs needed to complete the Interstate Bridge Replacement (IBR) program. As of November 2022, Oregon and Washington have committed a combined \$100 million for program planning efforts: \$55 million from Oregon and \$45 million from Washington. An additional \$97.2 million is committed through Connecting Washington for improvements to the Mill Plain Boulevard interchange that are assumed to be needed as part of the future IBR program. The IBR program anticipates a \$1 billion contribution from Oregon to be considered during the upcoming 2023 legislative session. The IBR has identified \$137 million from Washington during the 2023-2025 biennium as necessary funds to advance this project and City of Vancouver urges the WA legislature to allocate those funds.

32nd Avenue Extension | Future Budget Item

The 32nd Avenue Extension project is critical to relieving local and regional congestion, reducing air pollution in the City's most economically disadvantaged neighborhood, creating safer multimodal connections, and allowing for continued economic growth at the Port of Vancouver and nearby industrial areas. This project will create a new freight corridor that will provide a more reliable and direct connection to reach the City's industrial hub, catalyze development of industrial-zoned lands and increase safety.

Vancouver Heights | Future Budget Item

In 2017 the City purchased nearly 12 acres of the shuttered former Tower Mall in one of the community's oldest neighborhoods, Vancouver Heights. Adjacent to vacant property already under City ownership, this strategic purchase created an unprecedented opportunity to revitalize a 63 acre area of the City that - passed over by market forces - has seen decades of decline. The City's vision for the site's redevelopment is built around connectivity, equity, climate action and economic opportunity. The Heights will become a vibrant and diverse neighborhood center that includes engaging public spaces, safe and affordable housing, business retention and expansion and multimodal travel options. Infrastructure construction is poised to begin in 2024 and the full redevelopment will be completed over several phases. In addition to significant City funding, this project will require investments by the state in the form of capital and transportation funds, the federal government, and private stakeholders.

Property Tax Cap | Policy Item

The City supports changes to the existing 1% property tax cap to allow for factoring in both population growth and inflation.

Ranked-Choice Voting | Policy Item

The City supports the Ranked-Choice Voting Local Options Bill, which will allow the City to conduct elections using Ranked-Choice Voting as allowed under the city charter.

Homelessness Response Support Policy Item

As cities continue to assume increased responsibility for responding to the homelessness crisis in the state, the City supports the creation of an additional 0.25 % councilmanic Real Estate Excise Tax or similar tool for the express purpose of providing direct homelessness response.

Housing Availability and Affordability Policy Item

Recognizing that the housing crisis is a statewide issue needing a statewide approach, the City supports the AWC proposed package to increase housing availability and affordability by creating a statewide baseline while still allowing cities to have the flexibility to implement additional local solutions.

Annexation | Policy Item

The City believes that annexation laws should encourage the incorporation of urban areas designated under the GMA. This supports logical development and expansion of cities to provide for a healthy and growing local economy and efficient and effective provision of urban services. There are approximately 180,000 residents living in the unincorporated urban area of Vancouver that, under the City's and County's adopted GMA plans, are intended to be annexed by the City. Vancouver supports adaptation of RCW 84.14.410, or other similar legislative change, to apply to Vancouver and Clark County to facilitate annexation of existing urbanized Urban Growth Areas (e.g., long-term incentives) for both cities and the counties.

Climate Funding Mechanism | Policy Item

The City requests that a percentage of Climate Commitment Act funds be made available to local jurisdictions with adopted climate action plans or frameworks to support local efforts towards achieving local and state emission reduction goals.

Climate Incentives | Policy Item

The City supports policies that would incentivize property owners, consumers, and businesses to move towards lower carbon solutions. These include allowing public utilities to offer incentives for customers to switch fuel types (e.g., from methane gas to electric power) for building heating and cooling; for State augmentation of federal incentives available under the Inflation Reduction Act for low- and moderate-income residential property owners and commercial building owners who convert their building heating and cooling to high-efficiency electric heat pumps; additional point-of-sale rebates on the purchase of electric vehicles, especially if the owner is converting from medium- and heavy-duty vehicles; and rebates for alternative fuel vehicle conversions and retrofits that modify existing vehicles to use cleaner fuel sources (for example, converting a diesel truck to run on propane.)

Main Street Program Amendment Technical Fix

The City will partner with the Washington State Department of Revenue (DOR) to address a technical correction related to the tax credit provision in SB 5617, the City's Main Street bill from last session. The DOR has ensured that our local program has not been disrupted prior to this proposed legislative remedy moving forward.



One of Vancouver's
Safe Stay Communities



Regional Police Training Facility Capital Budget Item

The City supports the creation of regional police training facility in Clark County. This facility will serve all SW Washington law enforcement agencies, including Clark, Cowlitz, Skamania and Wahkiakum Counties. These 4 counties include nearly 20 different law enforcement agencies serving a population of nearly 650,000 residents. In the next 5-10 years, these law enforcement agencies anticipate large numbers of new officers requiring basic police training. Recruiting and retaining law enforcement officers has become more difficult in the past few years. Having a state of art facility sends a strong signal to our future public safety officers the State of Washington is invested in community safety. A centralized facility also allows for a standardized approach to instructing required I-940 training.

VFD Logistics Facility Capital Budget Item

The City is requesting \$848,590 to assist with a remodel construction project at Fire Station 5 to secure equipment inside and in a climate-controlled environment. Currently the fire department logistics division has resorted to storing expensive firefighting equipment, as well as regional technical rescue equipment in an outside covered area, or in steel storage containers. This is not good for the equipment and is somewhat unsecure from theft. The funds requested would allow the fire department to enclose a large, covered area of the building that is currently open on 3 sides and allow for secure and dry equipment storage.

Clark County Transportation Alliance

Support the 2023 Policy Statement of the Clark County Transportation Alliance, including:

- Support for the I-5 bridge replacement and influence area improvements
- NW 32nd Ave Industrial Corridor (\$125 million): planning, engineering, environmental review, and construction for new north-south freight arterial.
- NW 18th St at 138th to 192nd Ave (\$40 million): arterial widening and multi-modal upgrade; leverages significant private sector investments.
- SR-500/Fourth Plain/SR-503 (\$20 million): following recent planning study, provide funds for initial intersection improvement to address congestion.
- I-205/SR-500 to Padden Parkway (\$50 million): add auxiliary lanes to address congestion hotspot.
- Public Transit (\$10 million): help fund construction of C-TRAN's extension of the Fourth Plain BRT line that will interconnect with its Mill Plain BRT line.





Association of Washington Cities' Top Priorities

The City supports the Association of Washington Cities' top priorities, including:

- Respond to the *Blake* decision
 - Support clarification around the crime of possessing a controlled substance so that individuals, law enforcement, and treatment providers can respond appropriately
 - Revise the current system of two referrals prior to criminal charges, so it can be more effectively administered across the state
 - Support additional investments to help cities with the costs stemming from the *Blake* decision on how possession of controlled substances is handled by the criminal justice system
- Address vehicle pursuits for public safety
 - Clarify the ability for law enforcement to conduct vehicle pursuits using a reasonable suspicion standard in specific circumstances
- Ensure basic infrastructure funding
 - Fully fund the Public Works Assistance Account (PWAA), allow the current revenue diversions to sunset at the end of fiscal year 2023, and refrain from further fund transfers or diversions to other infrastructure programs or non-infrastructure accounts
- Expand state funding opportunities to assist with maintenance and operations of local infrastructure
- Increase housing availability & affordability
 - Support a proactive approach that creates new tools, incentives, and revenues that cities can use to help increase housing supply and address affordability
- Provide behavioral health resources
 - Create greater access to community-based behavioral health services to include substance use disorder treatment and dual diagnosis treatment facilities
 - Support continued state funding to help communities establish alternative response programs like co-responder programs, diversion programs, and others that provide options beyond law enforcement for responding to situations that involve individuals suffering from behavioral health issues

For More Information

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brian@arbutusllc.com | 360-489-8121

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2023 Legislative Agenda



Brian Enslow

Principal, Arbutus Consulting

w/ Aaron Lande

Policy and Program Manager

2023 State Legislative Priorities

- I-5 Bridge Replacement
- 32nd Avenue Extension
- Vancouver Heights
- Property Tax Cap
- Ranked-Choice Voting
- Homelessness Response Support
- Housing Availability and Affordability
- Annexation
- Climate Funding Mechanism
- Climate Incentives
- Main Street Program Amendment
- Regional Police Training Facility
- Fire Department Logistics Facility



CITY OF VANCOUVER 2023 State Legislative Priorities

I-5 Bridge Replacement | Budget Item

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32nd Avenue Extension | Future Budget Item

The 32nd Avenue Extension project is critical to relieving local and regional congestion, reducing air pollution in the City's most economically disadvantaged neighborhood, creating safer multimodal connections, and allowing for continued economic growth at the Port of Vancouver and nearby industrial areas. This project will create a new freight corridor that will provide a more reliable and direct connection to reach the City's industrial hub, catalyze development of industrial-zoned lands and increase safety.

Vancouver Heights | Future Budget Item

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Property Tax Cap | Policy Item

The City supports changes to the existing 1% property tax cap to allow for factoring in both population growth and inflation.

Ranked-Choice Voting | Policy Item

The City supports the Ranked-Choice Voting Local Options Bill, which will allow the City to conduct elections using Ranked-Choice Voting as allowed under the city charter.

Transportation Budget Priorities



I-5 Bridge Replacement

- Ensure sufficient funding is available as needed in 2023-25.

32nd Avenue Extension

- Critical to relieving local and regional congestions as well as reducing air pollution in the City's most economically disadvantaged neighborhood.

Support the Clark County Transportation Alliance Policy Statement

- A strong, united voice increases the chances that our region will receive funding for critical transportation projects.

Vancouver Heights: Future Budget Item

The City's vision for the site's redevelopment is built around connectivity, equity, climate action and economic opportunity.

The Heights will become a vibrant and diverse neighborhood center that includes engaging public spaces, safe and affordable housing, business retention and expansion and multimodal travel options.

In addition to significant City funding, this project will require investments by the state in the form of capital and transportation funds, the federal government, and private stakeholders.

Capital Budget Priorities

Regional Police Training Facility

- The City supports a regional police training facility in Clark County and ongoing operating funds for the facility. This facility will serve all SW Washington law enforcement agencies, including Clark, Cowlitz, Skamania and Wahkiakum Counties.

Fire Department Logistics Facility

- The City is requesting \$850K to assist with a remodel construction project at Fire Station 5 to secure equipment inside and in a climate-controlled environment. This is in addition to the initial state support the City received last year.



Homelessness Response Support

- The City supports the creation of an additional 0.25% councilmanic Real Estate Excise Tax or similar tool for the express purpose of providing direct homelessness response.

Housing Availability and Affordability

- The City supports the AWC proposed package to increase housing availability and affordability by creating a statewide baseline while still allowing cities to have the flexibility to implement additional local solutions.



Climate Funding Mechanism

- The City requests that a percentage of Climate Commitment Act funds be made available to local jurisdictions with adopted climate action plans or frameworks to support local efforts towards achieving local and state emission reduction goals.

Climate Incentives

- The City supports policies that would incentivize property owners, consumers, and businesses to move towards lower carbon solutions.
- Such as: public incentives for energy efficient heating, assistance to low-income households for heat pump conversions, electrification of fleets and fleet conversion, etc.

Main Street Technical Fix

- The City will partner with the Washington State Department of Revenue (DOR) to address a technical correction related to the tax credit provision in SB 5617.

Ranked Choice Voting

- The City supports the Ranked-Choice Voting Local Options Bill, which will allow the City to conduct elections using Ranked-Choice Voting as allowed under the city charter.

Property Tax Cap

- The City supports changes to the existing 1% property tax cap to allow for factoring in both population growth and inflation.

Annexations

- The City believes that annexation laws should encourage the incorporation of urban areas designated under the GMA. This supports logical development and expansion of cities to provide for a healthy and growing local economy.

Association of Washington Cities' Top Priorities

Respond to the Blake Decision: Funding for local costs, clarification and a statewide approach to a refer system.

Address Vehicle Pursuit

Ensure Basic Infrastructure Funding: Fully fund the Public Works Assistance Account

Increase Housing Availability and Affordability: Create additional tools, incentives and revenue for cities.

Provide Behavioral Health Resources: Create additional community resources, support funding for co-responder programs and diversion programs.

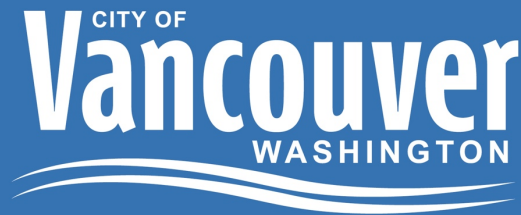
Next Steps:

This is a “Living” Document:

- Over the course of the Legislative session input will be needed on key issues such as a climate policy and middle housing proposals as the details of the specific proposals emerge.
- Please consider participating on the Legislative Policy Advisory Board.

Thank You

brian@arbutusllc.com



What is Middle Housing and why is it needed?

Middle housing is a range of housing options that fall between a detached single-family home and a multi-family housing development. Middle housing types include Accessory Dwelling Units (ADUs), duplexes, triplexes, cottage clusters, or townhomes.

Vancouver has been underproducing housing for its growing population and many types and sizes of housing options and new units are needed throughout the city. Currently, most of the city's land is zoned for single-family structures and vacant land is difficult to find. Vancouver needs to undertake multiple strategies to affect housing availability and affordability; allowing middle housing development is one strategy to grow the supply and variety of housing options available.

AFFORDABLE

- Because this housing is smaller in size, and the cost of land is split between a few households, it is less expensive than single-family housing.
- Townhomes and cottage clusters increase ownership options for first-time and moderate-income buyers.
- Infill housing can tap into existing infrastructure, rather than developing new, more expensive infrastructure for vacant land development.

CLIMATE-FRIENDLY

- Middle housing will reduce sprawl, allowing more homes in existing neighborhoods that are already served by public infrastructure.
- Adding housing to urban areas leaves more land available for open and greenspace.
- More housing within walking distance of services, employment, and transit means less reliance on cars.
- Because middle housing is smaller in size and/or shares common walls, units are inherently more energy-efficient than a stand-alone house.

INCLUSIVE

- Middle housing will help people remain in, or move to, neighborhoods they want to live in.
- Hard-working moderate-income families want an opportunity to predict their housing costs and build wealth through home ownership, but the current market offers little in the way of entry-level homes.
- New middle housing would develop slowly and be compatible with other housing in the neighborhood.
- Eliminating restrictive zoning requirements leads to more balanced, inclusive communities by helping to reduce areas of concentrated poverty and wealth.
- Allows homeowners to potentially generate income from their property or age in place with friends or family living independently but on-site for support.

What actions are needed?

Middle housing will begin to develop where it is allowed. It is important to have zoning that allows greater density in single-family areas to allow middle housing development throughout residential zones. Additionally, land use regulations such as parking requirements, lot area requirements and setbacks should be reviewed to facilitate middle housing. Other barriers, such as long-term liability for condominiums and building code requirements for smaller developments should be reformed to make development more feasible while still protecting tenants and buyers. Finally, support for small-scale developers can boost middle housing development. While large, well-staffed developers undertake large multi-family development, smaller developers with less staff capacity may be interested in building middle housing if provided with additional technical assistance and resources to help undertake smaller, more affordable housing projects.

Why now?

In 2022, the Washington legislature considered a middle housing bill, which didn't pass. It is anticipated that the legislature will consider another bill in 2023 that will facilitate middle housing by requiring cities across the state to allow more than one housing unit on single-family residential parcels.

- Housing availability and affordability is a statewide problem and should be addressed at the state level.
- As a leading voice in the state, Vancouver should support policies that increase housing choice and affordability.
- Allowing middle housing statewide will re-set the floor for single-family density so that all communities begin to incrementally add modest multi-unit housing.
- Making middle housing available statewide will ensure that all jurisdictions are contributing to a statewide solution to a statewide problem.

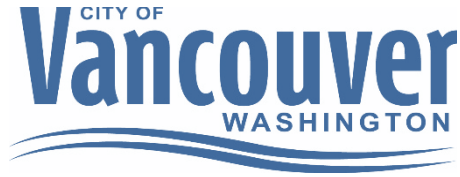
Organizations supporting Middle Housing

Many local, state and national organizations have expressed support for increased middle housing options.

- Clark County Commission on Aging
- Local housing partners including Evergreen Habitat for Humanity, Vancouver Housing Authority, Proud Ground, and Second Step Housing
- Clark County Association of Realtors
- Washington Association of Realtors
- Coalition for More Housing Choices
- AARP Washington
- Up for Growth
- Futurewise
- Sightline Institute

To request other formats, please contact:

Sophie Banner | 360-487-8631 | TTY: 360-487-8602 | sophie.banner@cityofvancouver.us



DATE: December 7, 2022

TO: Anne McEnerny-Ogle, Mayor
City Council

FROM: Eric J. Holmes, City Manager

RE: **Community Communication Forums and 2023 Council Calendar Workshop**

Summary

To follow up on the Dec. 5 dialogue on Community Communication Forums, staff has prepared a summary of outstanding issues to aid in your follow up discussion.

Policy Amendment

Community forums are currently called for in Policy 100-32 (Council Meetings). Should the Council wish to change the current approach of open forums on consent night to a seasonal forum focused on current issues or projects, an appropriate amendment to this policy would be as follows:

10.11 Community Member Forum

A Community Member Forum will be held four times per year, approximately coinciding with the last Consent Agenda meeting in each quarter of the year and at additional meetings as noticed and announced. The format of these Community Member Forums, and at additional meetings as noticed and announced, may vary from quarter to quarter and will be conducted in accordance with Ground Rules announced in advance of the meeting notice and/or by the Presiding Officer at the beginning of the meeting.

Considerations and Recommendation

Given other planned community engagement projects, the amount of staff time required to plan, promote and produce these kinds of forums will require re-prioritizing currently planned workload. An initial assessment indicates this may include the delay of planning for the direct mail newsletter, full implementation of Zen City, and rollout of tactile printer/training are among the projects that will be reprioritized to plan and execute the forums.

As mentioned in the memo dated Nov. 23, there are significant staffing and technical challenges to conducting both a regular Council Meeting and a Community Forum on the same night. Going forward,

Community Forums will be held as a standalone meetings with no Council business being conducted on a forum evening.

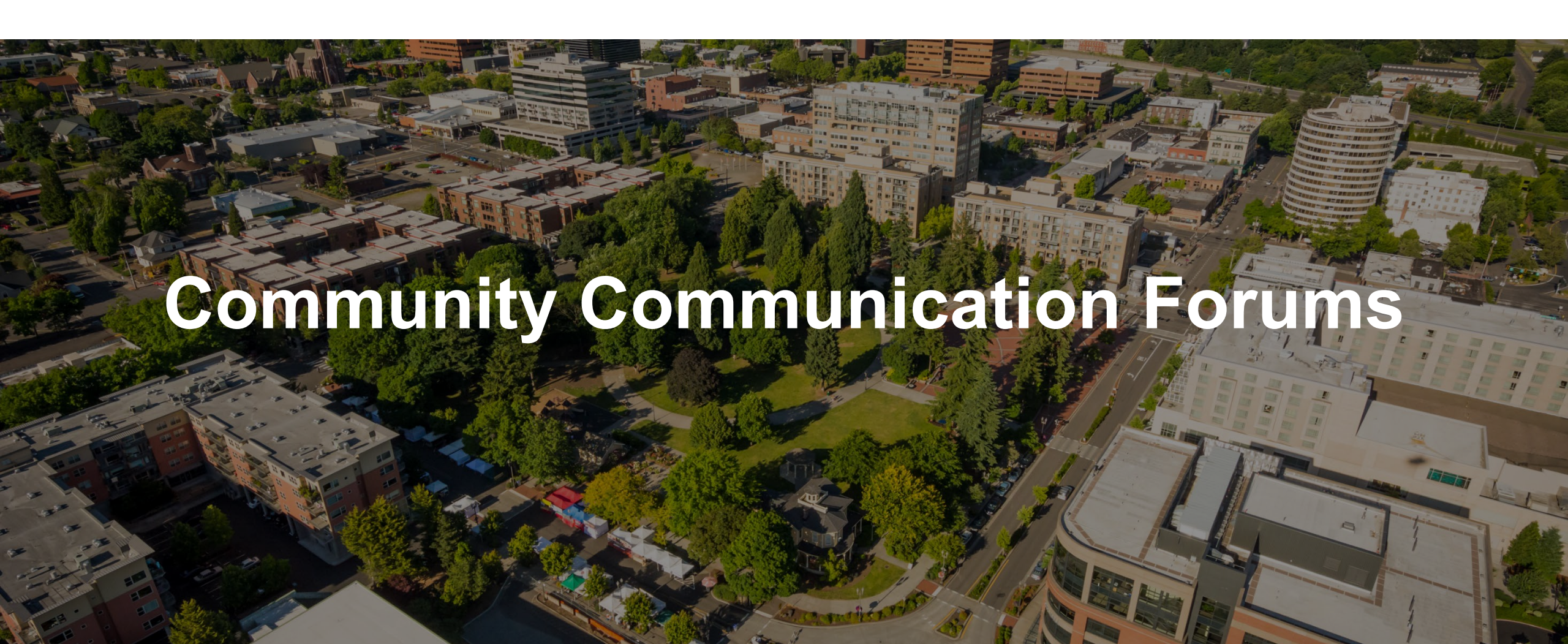
Staff recommends the following dates for the forums:

- March 27
- June 12
- September 25
- December 12*

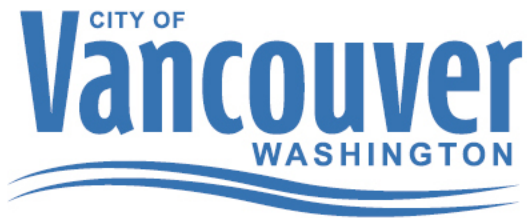
Planning and executing a community forum in Q4 that includes several major holidays that will compete with the City's ability to secure a location and the attention of a busy public may make this very challenging. The draft policy amendment provides flexibility to forego a Q4 forum if experience from the first 3 quarters combined with scheduling and logistics warrant. Staff looks forward to discussion and direction at the December 12 workshop on this scheduling dynamic.

At the end of the proposed series of forums, staff will provide a summary to help inform Council in the decision to continue this type of engagement on an ongoing basis.

Pending direction from Council at the December workshop, staff is prepared to return both a modified Council calendar for 2023 and a resolution to amend the Council Meetings Policy 100-32 for consideration.



Community Communication Forums



Laura Shepard
Communications Director
City Manager's Office



Agenda



**Proposed Policy
Amendment**



Considerations



Next Steps

Proposed Policy Amendment

Community Forums

- Called for in Policy 100-32 Council Meetings

Proposed Amendment

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A Community Member Forum will be held four times per year, approximately coinciding with the last Consent Agenda meeting in each quarter of the year and at additional meetings as noticed and announced. The format of these Community Member Forums, and at additional meetings as noticed and announced, may vary from quarter to quarter and will be conducted in accordance with Ground Rules announced in advance of the meeting notice and/or by the Presiding Officer at the beginning of the meeting.



Considerations

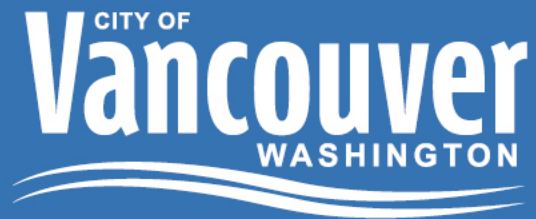
- **Reprioritize planned work, may cause delay to several projects including**
 - Planning for direct mail newsletter
 - Operationalization of Zen City/community listening tool
 - Roll out of tactical printer and affiliated training
- **Significant staffing and technical issues**
 - Recommend holding forums as standalone meetings with no Council business conducted on a forum evening
- **Recommended forum dates**
 - March 27
 - June 12
 - September 25
 - December 12*

Next Steps

Pending Council direction

- Return with modified 2023 Council calendar
- Resolution to amend Council Meeting Policy 100-32 for consideration

Discussion





Staff Report: 201-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/12/2022

SUBJECT Continued use of C-101091: WA State DES Contract 03920 for purchasing Freightliner cab and chassis. Manufacture specific parts and services also included

Key Points

- The City contracts with Gordon Truck Centers for purchasing Freightliner cab and chassis along with goods and services Fleet Services uses for repairs.
- Purchases from this contract will exceed the City's \$300,000 purchasing threshold.
- The City has ongoing equipment repairs and replacement needs.
- The contract is set to expire February 28, 2025.
- The original contract was competitively bid and conforms to the bidding requirements set forth by Washington State DES and the City of Vancouver.

Strategic Plan Alignment

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

Present Situation

Over the lifespan of this contract, seven pieces of equipment that have a Freightliner cab and chassis as its foundation will be due for replacement. This contract also provides price discounts for parts and services needed for maintenance and repairs. Since these purchases will exceed the current contract's \$300,000 spending threshold, we are proactively asking that this contract be amended for purchases to be made according to the departments' current authorized budget in place of setting a new spending threshold. In keeping with Fleet Service's effort to streamline the City's fleet, staff is requesting the ability to purchase from this contract and take advantage of the contract pricing.

Advantage(s)

1. The equipment purchased through this contract match the current City standard.
2. The vendor covered under this contract has continuously provided high quality, dependable equipment and service that help maintain uniformity in the City fleet and the operational

needs of multiple City maintenance departments.

3. The approval for continued use of this contract will enable Fleet Services to order the required replacement equipment while taking advantage of the contract's competitive pricing.

Disadvantage(s)

None

Budget Impact

The City will utilize the contract for purchasing high priority essential equipment and will stay within the current authorized budget.

Prior Council Review

None

Action Requested

Authorize the City Manager or their designee to approve purchases under C-101091: WA State DES Contract 03920 for the life of the contract with Gordon Truck Centers up to the current authorized budget.

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

ATTACHMENTS:

- ▣ Gordon Trucks Category A and C
- ▣ Gordon Trucks Category B and D



COOPERATIVE MASTER CONTRACT FOR CATEGORIES A& C (PURCHASE OF VEHICLE)

No. 03920

CAB & CHASSIS TRUCKS

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

GORDON TRUCK CENTERS CENTERS, INC

Dated February 18th,2022

COOPERATIVE MASTER CONTRACT FOR CATEGORY A& C

No. 03920

CAB & CHASSIS TRUCKS

This Cooperative Master Contract (“Cooperative Master Contract”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Gordon Truck Centers Inc, a Washington Corporation (“Contractor”) and is dated and effective as of March 1st, 2022.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish Cooperative Master Contracts for goods and/or services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these Cooperative Master Contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).
- B. Pursuant to its statutory authority, Enterprise Services is establishing Cooperative Master Contracts, by category, for certain specified Cab and Chassis Trucks as well as parts and service/repairs pertaining to such Cab and Chassis Trucks. The Cooperative Master Contracts are designed to enable eligible purchasers to procure such goods/services from awarded Contractors in a cost-effective, efficient manner using the terms and conditions of a Cooperative Master Contract. The Cooperative Master Contract is limited to the above-referenced categories. To maximize state resources, awarded Contractors for Category A and C must utilize Washington’s Contract Automobile Request System (CARS) to list and sell Cab and Chassis Trucks to eligible purchasers.
- C. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 03920 dated November 22nd, 2021. The Competitive Solicitation was structured to meet purchaser needs and designed to result in multiple awards, by manufacturer, for specified Cab and Chassis Trucks.
- D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder.
- E. Enterprise Services has determined that entering into this Cooperative Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- F. The purpose of this Cooperative Master Contract is to enable eligible purchasers to purchase the Goods and/or Services as set forth herein.

AGREEMENT

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

- 1. TERM.** The term of this Cooperative Master Contract is thirty-six (36) months, commencing March 1st, 2022 and ending February 28th, 2025; *Provided*, however, Enterprise Services may extend the term of the Cooperative Master Contract, by written amendment, for up to thirty-six (36) additional months. Such extension amendment shall be on the same terms and conditions as set forth in this Cooperative Master Contract. To earn the performance-based Cooperative Master Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Cab & Chassis Trucks Turn around:	Contractor shall deliver 90% of vehicles within 15 days of original estimated delivery.
Insurance Endorsements:	Timely provide to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Cooperative Master Contract. <i>See Exhibit C – Insurance Requirements</i> at § 4.

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Vendor Management Fee:	Timely remit to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). <i>Note:</i> Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Cooperative Master Contract term, Contractor will not be eligible for a performance-based extension.
Cooperative Master Contract Sales Reports:	Timely provide to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Cooperative Master Contract quarterly sales reports. <i>Note:</i> Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Cooperative Master Contract term, Contractor will not be eligible for a performance-based extension.

- 2. ELIGIBLE PURCHASERS.** This Cooperative Master Contract may be utilized by any of the following types of entities (each an eligible "Purchaser"):
- 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
 - 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education in Washington:

- State universities – i.e., University of Washington & Washington State University;
- Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
- Evergreen State College;
- Community colleges; and
- Technical colleges.

2.3. **MCUA PARTIES.** Any of the following types of entities that have executed a Cooperative Master Contract Usage Agreement with Enterprise Services:

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

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

3.1. **CONTRACT SCOPE.** Pursuant to this Cooperative Master Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in *Exhibit A – Included Cab and Chassis Trucks* for the prices set forth in *Exhibit B – Prices*. Contractor shall not represent to any Purchaser under this Cooperative Master Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in *Exhibit A – Included Cab and Chassis Trucks*.

- (a) **Goods.** For purposes of this Cooperative Master Contract, “Goods” means all equipment, materials, supplies, ancillary parts, accessories, components and other items purchased by Purchaser pursuant to this Cooperative Master Contract and as identified in the Purchase Order.
- (b) **Services.** For purposes of this Cooperative Master Contract, “Services” means all services of any nature ordered by Purchaser pursuant to this Cooperative Master Contract and as identified in the Purchase Order.
- (c) **Specifications.** Where applicable, specifications for Goods and/or Services are detailed in this Cooperative Master Contract and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.

3.2. **STATE’S ABILITY TO MODIFY SCOPE OF COOPERATIVE MASTER CONTRACT.** Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Cooperative Master Contract; *Provided*, however, that any such

modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Cooperative Master Contract.

- 3.3. **MODEL YEARS.** Contractor will be allowed to add new model year Cab and Chassis Trucks to the contract and once this addition occurs, contractor shall notify the procurement coordinator. Options shall be added or deleted as available from the manufacturer. This information shall be made available on the Contract Automobile Request System (CARS).
 - 3.4. **PRICE CEILING.** Although Contractor may offer lower prices to Purchasers, during the term of this Cooperative Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services*.
 - 3.5. **COOPERATIVE MASTER CONTRACT INFORMATION.** Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Cooperative Master Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Cooperative Master Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.
- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Cooperative Master Contract and at the time any order is placed pursuant to this Cooperative Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
 - 4.2. **TAXES.** Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
 - 4.3. **LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS.** Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Cooperative Master Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Cooperative Master Contract.
 - 4.4. **SUSPENSION & DEBARMENT.** Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

- 4.5. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Cooperative Master Contract and the three (3) year period immediately preceding the award of the Cooperative Master Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- 4.6. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4.7. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.8. WASHINGTON SMALL BUSINESS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor qualifies as a Washington Small Business as defined and set forth in Contractor's Bidder's Certification.
- 4.9. CERTIFIED VETERAN-OWNED BUSINESS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor qualifies as a Certified Veteran-Owned Business as defined and set forth in Contractor's Bidder's Certification.
- 4.10. VEHICLE RESELLER BUSINESS LICENSE. Contractor represents and warrants, as previously certified in Contractor's Bidder Certification, that Contractor is licensed to sell vehicles in the state of Washington. Contractor shall maintain this license for the duration of the Cooperative Master Contract.
- 4.11. AUTHORIZED DEALER/DISTRIBUTOR/SERVICE REPRESENTATIVE. Contractor represents and warrants, as previously certified in Contractor's Bidder Certification, that Contractor is an authorized Dealer and Service Representative for a Manufacturer of Cab and Chassis Trucks. Contractor shall maintain this certification for the duration of the Cooperative Master Contract. Upon request by Enterprise Services, Contractor shall provide evidence of its status as an authorized service provider or product reseller.
- 4.12. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Cooperative Master Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity

(federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.

- 4.13. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.
- 4.14. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Cooperative Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.15. **WASHINGTON'S STATEWIDE PAYEE DESK.** Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 4.16. **COOPERATIVE MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Cooperative Master Contract with eligible Purchasers and to ensure that those entities that utilize this Cooperative Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.17. **CONTINGENT FEES.** Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Cooperative Master Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 4.18. **FINANCIALLY SOLVENT.** Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Cooperative Master Contract.
- 4.19. **OPERATIONAL CAPABILITY.** Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Cooperative Master Contract.
- 4.20. **COOPERATIVE MASTER CONTRACT TRANSITION.** Contractor represents and warrants that, in the event this Cooperative Master Contract or a similar contract, is transitioned to another contractor (e.g., Cooperative Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60)

calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Cooperative Master Contract for the sixty (60) day period immediately before such transition.

5. QUALITY; WARRANTY; REMEDIES.

- 5.1. **GOODS WARRANTY.** Contractor warrants that, for a period of twelve (12) months from the date when the Goods are put into use, or eighteen (18) months after delivery of the Goods, whichever is later (“Goods Warranty Period”), the Goods: (a) are free from defects in design, material, and workmanship; (b) are fit and safe for the intended purposes and appropriate for the specified application(s) (if any); (c) are consistent with recognized industry quality standards; (d) comply with the requirements, specifications, drawings, standards, and descriptions included in this Cooperative Master Contract; and (e) are produced and delivered in full compliance with applicable law (“Goods Warranty”). Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser’s property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.
- 5.2. **GOODS REMEDY.** If Goods do not comply with the Goods Warranty or any defects develop during the Goods Warranty Period under normal use, at Purchaser’s election, Contractor promptly shall remedy the defect by removing, repairing, correcting, or replacing, and/or reinstalling any defective Goods. Contractor’s Goods Warranty support shall include, at Contractor’s sole expense, all technical support, parts, materials and equipment, and labor, including freight and “in/out” costs required to address the defect. If, in Purchaser’s judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys’ fees and costs.
- 5.3. **SERVICES WARRANTY.** Contractor warrants that: (a) Services will be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry (“Services Warranty”). The Services Warranty will survive for a period of twelve (12) months after the date when Services are completed (“Services Warranty Period”).
- 5.4. **SERVICES REMEDY.** If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser’s election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.
- 5.5. **IT WARRANTY.** Contractor warrants, that all hardware, software, and firmware associated with Goods or Services (“IT Goods” and “IT Services”, respectively) will not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door,

or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty will expire twelve (12) months after the date IT Goods are delivered or IT Services are complete, as applicable.

- 5.6. IT REMEDY. If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly will: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Goods.
- 5.7. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser will offset the costs incurred from amounts owing to Contractor.
- 5.8. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.

6. SAFETY; SECURITY. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

- 6.1. REGULATORY REQUIREMENTS/SAFETY. Goods/Services supplied by Contractor shall meet all OSHA and other safety-related federal, state, local, and/or tribal regulatory requirements applicable to the Goods/Services.
- 6.2. MATERIAL SAFETY DATA SHEETS. As applicable, Contractor shall provide Purchaser with all appropriate Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of Goods which requires such compliance and/or and for materials used by Contractor while performing Services and any updates of the same.
- 6.3. CLEAN-UP. If Contractor, its agents, employees, or subcontractors perform onsite Services, Contractor, at its cost, will remove all excess materials, equipment, packaging, and garbage within the scope of its performance of Services and leave that portion of the premises in which the work was performed in a clean condition. Should Contractor fail to clean up a Site after completion of work, Purchaser will have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.

- 6.4. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly will report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist in any Purchaser investigation of incidents.
- 6.5. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, and other security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises will be adequately trained and at all times comply with Purchaser's requirements.
- 6.6. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which will be made available to Contractor upon request.

7. SUBCONTRACTORS.

- 7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Cooperative Master Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Cooperative Master Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Cooperative Master Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Cooperative Master Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).
- 7.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) will include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.
- 7.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Cooperative Master Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser will pay such subcontractor directly.

8. USING THE COOPERATIVE MASTER CONTRACT – PURCHASES.

- 8.1. CONTRACT AUTOMOBILE REQUEST SYSTEM (CARS). Contractor shall list authorized Cab and Chassis Trucks on Washington's Contract Automobile Request System (CARS), or, if replaced, the then current platform, and Eligible Purchasers shall purchase such Cab and Chassis Trucks through CARS. Contractor shall not sell any Cab and Chassis Trucks pursuant to this Cooperative Master Contract outside of CARS.
- 8.2. ORDERING REQUIREMENTS. Eligible Purchasers shall order Goods and/or Services from this Cooperative Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Cooperative Master Contract number. The terms of this Cooperative Master Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Cooperative Master Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Cooperative Master Contract.
- 8.3. PERFORMANCE AND DELIVERY REQUIREMENTS. Contractor must ensure that the Goods/Services are delivered or provided as required by this Cooperative Master Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all deliveries:
- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor.
 - (b) Contractor shall ship all Goods and/or Services purchased pursuant to this Cooperative Master Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the Goods and/or Services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
 - (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Cooperative Master Contract shall be identified by the Cooperative Master Contract number set forth on the cover of this Cooperative Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
 - (d) Contractor must be available to take calls and respond to e-mails, Monday through Friday, during the hours of 8 a.m. to 5 p.m. PST
- 8.4. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or Services purchased under this Cooperative Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and

refuse acceptance of Goods and/or Services that are not in accordance with this Cooperative Master Contract and Purchaser's Purchase Order. If there are any apparent defects in the Goods and/or Services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged Goods and/or Services or, at Purchaser's option, Purchaser may note any such damage on the receiving report, decline acceptance, and deduct the cost of rejected Goods and/or Services from final payment. Payment for any Goods and/or Services under such Purchase Order shall not be deemed acceptance.

- 8.5. TRAINING. Equipment Supplier shall provide on-site instructor(s) to conduct eight (8) hours of operator training per unit delivered and eight hours of repair technician training per unit delivered if requested. During the eight-hour training period, the length and number of the training session(s) required may vary based on the equipment's complexity and personnel experience levels. Training session(s) may be less than eight (8) hours should the WSDOT on-site supervisor, or Equipment Training Manager determines that all personnel have completed training and the Supplier's training obligation has been fulfilled. The training session(s) shall include, but not be limited to, the below-listed items.
- (a) Operator training will be designed to familiarize personnel with the controls, safety features, operating characteristics, and operator checks and services.
 - (b) Operator training may include teaching operators shifting, acceleration, and braking techniques to maximize operational effectiveness of the unit's power train configuration for equipment so configured.
 - (c) Mechanic training shall be designed to familiarize service and repair technicians with preventative maintenance checks and services, system diagnostics procedures, repairs, adjustments, and any unique requirements associated with the entire unit.
 - (d) All training shall be scheduled and coordinated with the ship-to address. Coordination will include dates, times, location, number of students per session, number of sessions required, facilities, training equipment, and material.
 - (e) Qualified individuals shall conduct training sessions. "Qualified" means that the trainer must have a high level of knowledge and experience relating to the type of equipment offered or purchased.
 - (f) Person(s) conducting the operator training session(s) must have a minimum of one year of experience operating the unit for which training is being conducted or a factory/manufacture certified trainer.
 - (g) Person(s) conducting repair technician training session(s) must have at least one year of experience in preventive maintenance and repair performance on the unit for which the training is being conducted or a factory/manufacture certified trainer.
 - (h) An on-site Supervisor or the Equipment Training Manager will evaluate training sessions, who shall determine whether or not the training was adequate. If the training is deemed inadequate, the Supplier agrees to conduct additional training sessions, at no cost to the customer, to the satisfaction of the customer.

9. INVOICING & PAYMENT.

- 9.1. **CONTRACTOR INVOICE.** Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Goods and/or Services delivered under this Cooperative Master Contract. Such invoices shall itemize the following:
- (a) Cooperative Master Contract No. 03920.
 - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
 - (c) Contractor's Federal Tax Identification Number;
 - (d) Date(s) of delivery;
 - (e) Applicable Goods and/or Services;
 - (f) Invoice amount; and
 - (g) Payment terms, including any available prompt payment discounts.

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

- 9.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices*, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 9.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.
- 9.4. **ADVANCE PAYMENT PROHIBITED.** Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Cooperative Master Contract.
- 9.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.

- 9.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Cooperative Master Contract. Failure to do so shall constitute breach of this Cooperative Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

10. CONTRACT MANAGEMENT.

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

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

Enterprise Services

Attn: Gideon Simukonda
Washington Dept. of Enterprise
Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-9286
Email:
DESContractsTeamMaple@des.wa.gov.

Contractor

Attn: Doug Wakefield
Gordon Truck Centers, Inc
277 Stewart Rd. SW
Pacific, WA 98047
Tel: (800) 523-8014
Email:
doug.wakefield@westernstarnw.com

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

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

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

Enterprise Services

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

Contractor

Attn: Doug Wakefield
Gordon Truck Centers, Inc
277 Stewart Rd. SW
Pacific, WA 98047
Tel: (800) 523-8014
Email:
doug.wakefield@westernstarnw.com

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

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

- 11.1. **COOPERATIVE MASTER CONTRACT SALES REPORTING.** Contractor shall report total Cooperative Master Contract sales quarterly to Enterprise Services, as set forth below.
- (a) **Cooperative Master Contract Sales Reporting System.** Contractor shall report quarterly Cooperative Master Contract sales in Enterprise Services' Cooperative Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
 - (b) **Data.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Cooperative Master Contract. If there are no Cooperative Master Contract sales during the reporting period, Contractor must report zero sales.

- (c) Due dates for Cooperative Master Contract Sales Reporting. Quarterly Cooperative Master Contract Sales Reports must be submitted electronically by the following deadlines for all Cooperative Master Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER ENDING	COOPERATIVE MASTER CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

- 11.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.5 percent on the purchase price for all Cooperative Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

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

Amount owed to Enterprise Services = Total Cooperative Master Contract sales invoiced (not including sales tax) x .015.

- (b) The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Cooperative Master Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference this Cooperative Master Contract number, the year and quarter for which the VMF is being remitted, and Contractor’s name as set forth in this Cooperative Master Contract, if not already included on the face of the check.
- (d) Contractor’s failure to report accurate total net Cooperative Master Contract sales, to submit a timely Cooperative Master Contract sales report, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend Contractor or terminate this Cooperative Master Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor’s failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum

of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

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

- 11.3. ANNUAL COOPERATIVE MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Cooperative Master Contract sales report. Such report shall include, at a minimum: the Goods/Services sold (including, as applicable, item number or other identifier), per unit quantities sold, items and volumes purchased by Purchaser, shipment/delivery locations by Purchaser, and Cooperative Master Contract price. This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Cooperative Master Contract.

12. RECORDS RETENTION & AUDITS.

- 12.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Cooperative Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Cooperative Master Contract or final payment for any order placed by a Purchaser against this Cooperative Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Cooperative Master Contract or Purchase Orders placed by a Purchaser under this Cooperative Master Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Cooperative Master Contract or final payment for any order placed by a Purchaser against this Cooperative Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Cooperative Master Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be

required to pay to Enterprise Services \$500 x 1.25 = \$625); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

13. INSURANCE.

- 13.1. **REQUIRED INSURANCE.** Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods/Services and no additional payment shall be made to Contractor.
- 13.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Cooperative Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Cooperative Master Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

14. CLAIMS.

- 14.1. **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Cooperative Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Cooperative Master Contract, even if not attributable to negligence by Contractor or its agents.
- 14.2. **THIRD-PARTY CLAIMS; GENERAL INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Cooperative Master Contract; *Provided*, however, that no right to indemnity will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of Enterprise Services or Purchaser. The parties agree that if there are any limitations of Contractor's liability, including a limitation of

liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

- 14.3. **INTELLECTUAL PROPERTY INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods or Services provided, or the use of the Goods or Services under this Cooperative Master Contract. If Purchaser's use of Goods or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods or Services with substantially similar and functionally equivalent non-infringing Goods or Services.

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

16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

- 16.1. **TERMINATION.** This Cooperative Master Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Cooperative Master Contract; and (c) as otherwise expressly provided for in this Cooperative Master Contract. This Cooperative Master Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Cooperative Master Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.
- 16.2. **TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW.** Enterprise Services may suspend or terminate this Cooperative Master Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the

terms of this Cooperative Master Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser will reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser will have no obligation or liability to Contractor.

- 16.3. **TERMINATION FOR PUBLIC CONVENIENCE.** Enterprise Services, for public convenience, may terminate this Cooperative Master Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- 16.4. **PURCHASER OBLIGATIONS – EXPIRATION.** Upon expiration of this Cooperative Master Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Cooperative Master Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Cooperative Master Contract that is executed prior to expiration of this Cooperative Master Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Cooperative Master Contract.
- 16.5. **CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION.** Upon expiration or termination of this Cooperative Master Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods or Services sold hereunder and all provisions of the Cooperative Master Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Cooperative Master Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Cooperative Master Contract.
- 16.6. **DEFAULT.** Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Cooperative Master Contract:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Cooperative Master Contract;
 - (b) Contractor fails to timely report contract sales;
 - (c) Contractor fails to timely pay the vendor management fees when due; or
 - (d) Contractor breaches any representation or warranty provided herein.
- 16.7. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Cooperative Master Contract immediately by written cure notice of any default. Suspension shall continue until the default

is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Cooperative Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Cooperative Master Contract, until such obligations have been fulfilled.

16.8. REMEDIES FOR DEFAULT.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Cooperative Master Contract are in addition to all other available remedies.
 - (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Cooperative Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.
- 16.9. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section will in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Cooperative Master Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Cooperative Master Contract. Any limitation of either party's obligations under this Cooperative Master Contract, by delivery slips or other documentation is void.
- 16.10. SUSPENSION/TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Cooperative Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.
- 16.11. PURCHASER PURCHASE ORDERS. Purchaser Orders may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; and (c) as otherwise expressly provided for in the applicable Purchase Order. Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written

notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

17. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

- 17.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Cooperative Master Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 17.2. CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.
- 17.3. ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following: Enterprise Services' Public Records Officer will review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify Contractor, at the address provided in the Cooperative Master Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

18. GENERAL PROVISIONS.

- 18.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Cooperative Master Contract.
- 18.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Cooperative Master Contract.

- 18.3. ENTIRE AGREEMENT. This Cooperative Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 18.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Cooperative Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 18.5. AUTHORITY. Each party to this Cooperative Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Cooperative Master Contract and that its execution, delivery, and performance of this Cooperative Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 18.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Cooperative Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 18.7. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Cooperative Master Contract. Contractor and its employees or agents performing under this Cooperative Master Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington will not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 18.8. ASSIGNMENT. Contractor may not assign its rights under this Cooperative Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Cooperative Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Cooperative Master Contract notwithstanding any prior assignment of its rights.
- 18.9. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Cooperative Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in

Washington for the purpose of carrying out Contractor's obligations under this Cooperative Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

- 18.11. **FEDERAL FUNDS.** To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Cooperative Master Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods/Services to Purchaser.
- 18.12. **SEVERABILITY.** If any provision of this Cooperative Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Cooperative Master Contract, and to this end the provisions of this Cooperative Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Cooperative Master Contract.
- 18.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Cooperative Master Contract, nor shall any purported oral modification or rescission of this Cooperative Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 18.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Cooperative Master Contract shall survive and remain in effect following the expiration or termination of this Cooperative Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 18.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Cooperative Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 18.16. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Cooperative Master Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 18.17. **ATTORNEYS' FEES.** In the event of litigation or other action brought to enforce this Cooperative Master Contract, each party shall bear its own attorneys' fees and costs.
- 18.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Cooperative Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve

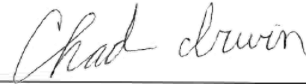
the objectives and purposes of this Cooperative Master Contract. Each party hereto and its counsel has reviewed and revised this Cooperative Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Cooperative Master Contract. Each term and provision of this Cooperative Master Contract to be performed by either party shall be construed to be both a covenant and a condition.

- 18.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Cooperative Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Cooperative Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Cooperative Master Contract.
- 18.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Cooperative Master Contract in their entirety.
- 18.21. CAPTIONS & HEADINGS. The captions and headings in this Cooperative Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Cooperative Master Contract nor the meaning of any provisions hereof.
- 18.22. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Cooperative Master Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Cooperative Master Contract or such other ancillary agreement for all purposes.
- 18.23. COUNTERPARTS. This Cooperative Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Cooperative Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Cooperative Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By:



Chad Irwin

Its:

Procurement Supervisor

GORDON TRUCK CENTERS, INC, A
WASHINGTON CORPORATION

By:



Doug Wakefield

Its:

Authorized Representative

INCLUDED GOODS/SERVICES

Technical Requirements. (ICE) Freightliner



Exhibit B-1
Technical Requirements

Technical Specifications Western Star WA DOT 47X



Exhibit B-1
Technical Specifications

Technical Specifications Western Star WA DOT 49X



Exhibit B-1
Technical Specifications

PRICES FOR GOODS/SERVICES

Category A Internal Combustion Engine

		4x2 (% Discount Total)	6x4 (% Discount Total)	4x4 (% Discount Total)
Freightliner	Class 6	40.10%		
Freightliner	Class 7	40.10%		
Freightliner	Class 8	40.10%	40.25%	40.10%
Western Star	Class 7	38.65%		
Western Star	Class 8	38.65%	38.65%	38.65%

Category C Electric Vehicle

		4x2 (% Discount Total)	6x4 (% Discount Total)	4x4 (% Discount Total)
Freightliner	Class 6	40.75%		

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Cooperative Master Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance written under ISO Form CG 00 01 with minimum limits of \$5,000,000 per occurrence and in the aggregate for each one-year policy period. This coverage may be any combination of primary, umbrella, or excess liability coverage affording total liability limits of not less than \$5,000,000 per occurrence and in the aggregate. The Commercial General Liability Insurance policy shall include coverage for: (a) blanket contractual liability; (b) premises operations; and (c) products and completed operations for a period of five (5) years following acceptance of the work / expiration or termination of the Cooperative Master Contract.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Cooperative Master Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Cooperative

Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Cooperative Master Contract number stated on the cover of this Cooperative Master Contract.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Cooperative Master Contract
Insurance Certificate
Cooperative Master Contract No. 03920 – Cab and Chassis Trucks
Attn: Gideon Simukonda
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-141

Email: DESContractsTeamMaple@des.wa.gov
Note: For Email notice, the Email Subject line must state:
**Cooperative Master Contract Insurance Certificate –
Cooperative Master Contract No. 03920 – Cab and Chassis Trucks**

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such

written notice shall include the Cooperative Master Contract number stated on the cover of this Cooperative Master Contract.

9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Cooperative Master Contract.

* * * END OF INSURANCE REQUIREMENTS * * *



COOPERATIVE MASTER CONTRACT FOR CATEGORY B & D (PARTS AND SERVICES)

No. 03920

CAB & CHASSIS TRUCKS

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

GORDON TRUCK CENTERS, INC

Dated February 18, 2022

COOPERATIVE MASTER CONTRACT CATEGORY PARTS AND SERVICES

No. 03920

CAB & CHASSIS TRUCKS

This Cooperative Master Contract ("Cooperative Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Gordon Truck Centers, Inc, a Washington Corporation ("Contractor") and is dated and effective as of March 1st, 2022.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish Cooperative Master Contracts for goods and/or services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these Cooperative Master Contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).
- B. Pursuant to its statutory authority, Enterprise Services is establishing Cooperative Master Contracts, by category, for certain specified Cab and Chassis Trucks as well as parts and service/repairs pertaining to such Cab and Chassis Trucks. The Cooperative Master Contracts are designed to enable eligible purchasers to procure such goods/services from awarded Contractors in a cost-effective, efficient manner using the terms and conditions of a Cooperative Master Contract. The Cooperative Master Contract is limited to the above-referenced categories. To maximize state resources, awarded Contractors for Category A and C must utilize Washington's Contract Automobile Request System (CARS) to list and sell Cab and Chassis Trucks to eligible purchasers.
- C. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 03920 dated November 22nd, 2021. The Competitive Solicitation was structured to meet purchaser needs and designed to result in multiple awards for parts and services.
- D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder.
- E. Enterprise Services has determined that entering into this Cooperative Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- F. The purpose of this Cooperative Master Contract is to enable eligible purchasers to purchase the Goods and/or Services as set forth herein.

AGREEMENT

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

1. **TERM.** The term of this Cooperative Master Contract is thirty-six (36) months, commencing March 1st, 2022 and ending February 28th, 2025; *Provided*, however, Enterprise Services may extend the term of the Cooperative Master Contract, by written amendment, for up to thirty-six (36) additional months. Such extension amendment shall be on the same terms and conditions as set forth in this Cooperative Master Contract. To earn the performance-based Cooperative Master Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Parts turnaround time:	1. 80% of parts are to be available within 5 business days of starting repair. 2. 99% of parts are to be available within 30 business days of start repair
Insurance Endorsements:	Timely provide to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Cooperative Master Contract. <i>See Exhibit C – Insurance Requirements at § 4.</i>
Vendor Management Fee:	Timely remit to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). <i>Note:</i> Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Cooperative Master Contract term, Contractor will not be eligible for a performance-based extension.
Cooperative Master Contract Sales Reports:	Timely provide to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Cooperative Master Contract quarterly sales reports. <i>Note:</i> Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Cooperative Master Contract term, Contractor will not be eligible for a performance-based extension.

2. **ELIGIBLE PURCHASERS.** This Cooperative Master Contract may be utilized by any of the following types of entities (each an eligible "Purchaser"):

- 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
- 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education in Washington:
- State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
- 2.3. MCUA PARTIES. Any of the following types of entities that have executed a Cooperative Master Contract Usage Agreement with Enterprise Services:
- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Cooperative Master Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in *Exhibit A – Included Cab and Chassis Trucks* for the prices set forth in *Exhibit C – Prices*. Contractor shall not represent to any Purchaser under this Cooperative Master Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in *Exhibit A – Included Cab and Chassis Trucks*.
- (a) Goods. For purposes of this Cooperative Master Contract, “Goods” means all equipment, materials, supplies, ancillary parts, accessories, components and other items purchased by Purchaser pursuant to this Cooperative Master Contract and as identified in the Purchase Order.
 - (b) Services. For purposes of this Cooperative Master Contract, “Services” means all services of any nature ordered by Purchaser pursuant to this Cooperative Master Contract and as identified in the Purchase Order.
 - (c) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Cooperative Master Contract and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.
- 3.2. STATE’S ABILITY TO MODIFY SCOPE OF COOPERATIVE MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Cooperative Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and

Provided further, that any such modification must be within the scope of the Competitive Solicitation for this Cooperative Master Contract.

- 3.3. ECONOMIC ADJUSTMENT. The Cooperative Master Contract prices are the maximum prices the Contractor may charge. Pricing shall remain firm and fixed for one (1) year from the Cooperative Master Contract's effective date. Contractor may request an annual price adjustment by written notice to the Contract Administrator
 - 3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Cooperative Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services*.
 - 3.5. COOPERATIVE MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Cooperative Master Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Cooperative Master Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.
4. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Cooperative Master Contract and at the time any order is placed pursuant to this Cooperative Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
 - 4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
 - 4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Cooperative Master Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Cooperative Master Contract.
 - 4.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
 - 4.5. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Cooperative Master Contract and the three (3) year period immediately preceding the award of the Cooperative Master Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

- 4.6. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4.7. EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS. Contractor represents and warrants, as previously certified in Contractor’s Bidder’s Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.8. WASHINGTON SMALL BUSINESS. Contractor represents and warrants, as previously certified in Contractor’s Bidder’s Certification, that Contractor qualifies as a Washington Small Business as defined and set forth in Contractor’s Bidder’s Certification.
- 4.9. CERTIFIED VETERAN-OWNED BUSINESS. Contractor represents and warrants, as previously certified in Contractor’s Bidder’s Certification, that Contractor qualifies as a Certified Veteran-Owned Business as defined and set forth in Contractor’s Bidder’s Certification.
- 4.10. VEHICLE RESELLER BUSINESS LICENSE. Contractor represents and warrants, as previously certified in Contractor’s Bidder Certification, that Contractor is licensed to sell vehicles in the state of Washington. Contractor shall maintain this license for the duration of the Cooperative Master Contract.
- 4.11. AUTHORIZED DEALER/DISTRIBUTOR/SERVICE REPRESENTATIVE. Contractor represents and warrants, as previously certified in Contractor’s Bidder Certification, that Contractor is an authorized Dealer and Service Representative for a Manufacturer parts. Contractor shall maintain this certification for the duration of the Cooperative Master Contract. Upon request by Enterprise Services, Contractor shall provide evidence of its status as an authorized service provider or product reseller.
- 4.12. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Cooperative Master Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.
- 4.13. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers’ employees.

- 4.14. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Cooperative Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.15. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 4.16. COOPERATIVE MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Cooperative Master Contract with eligible Purchasers and to ensure that those entities that utilize this Cooperative Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.17. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Cooperative Master Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 4.18. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Cooperative Master Contract.
- 4.19. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Cooperative Master Contract.
- 4.20. COOPERATIVE MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Cooperative Master Contract or a similar contract, is transitioned to another contractor (e.g., Cooperative Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Cooperative Master Contract for the sixty (60) day period immediately before such transition.

5. QUALITY; WARRANTY; REMEDIES.

- 5.1. **GOODS WARRANTY.** Contractor warrants that, for a period of twelve (12) months from the date when the Goods are put into use, or eighteen (18) months after delivery of the Goods, whichever is later ("Goods Warranty Period"), the Goods: (a) are free from defects in design, material, and workmanship; (b) are fit and safe for the intended purposes and appropriate for the specified application(s) (if any); (c) are consistent with recognized industry quality standards; (d) comply with the requirements, specifications, drawings, standards, and descriptions included in this Cooperative Master Contract; and (e) are produced and delivered in full compliance with applicable law ("Goods Warranty"). Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser's property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.
- 5.2. **GOODS REMEDY.** If Goods do not comply with the Goods Warranty or any defects develop during the Goods Warranty Period under normal use, at Purchaser's election, Contractor promptly shall remedy the defect by removing, repairing, correcting, or replacing, and/or reinstalling any defective Goods. Contractor's Goods Warranty support shall include, at Contractor's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 5.3. **SERVICES WARRANTY.** Contractor warrants that: (a) Services will be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty will survive for a period of twelve (12) months after the date when Services are completed ("Services Warranty Period").
- 5.4. **SERVICES REMEDY.** If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser's election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.
- 5.5. **IT WARRANTY.** Contractor warrants, that all hardware, software, and firmware associated with Goods or Services ("IT Goods" and "IT Services", respectively) will not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright,

trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty will expire twelve (12) months after the date IT Goods are delivered or IT Services are complete, as applicable.

- 5.6. IT REMEDY. If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly will: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Goods.
- 5.7. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser will offset the costs incurred from amounts owing to Contractor.
- 5.8. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.

6. PERFORMANCE REQUIREMENTS: Contractor represents and warrants that in performing this Cooperative Master Contract, Contractor shall:

- 6.1. All parts used by contractor must be Original Equipment Manufacturer (OEM), unless expressly approved by purchaser. Service under this contract shall be in accordance with OEM standards retaining original warranty.
- 6.2. All parts used for repair must be new, unless otherwise authorized by purchaser
- 6.3. All parts used for repair must be new, unless otherwise authorized by purchaser.
- 6.4. Contractor shall provide ASE certified mechanics for all needed repairs and maintenance. Parts and workmanship shall meet OEM standards
- 6.5. Within 24 hours of service request contractor shall schedule a service appointment.
- 6.6. Vehicles being repaired under this contract shall not sit more than 24 hours when parts needed for repair are available

7. SAFETY; SECURITY. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

- 7.1. REGULATORY REQUIREMENTS/SAFETY. Goods/Services supplied by Contractor shall meet all OSHA and other safety-related federal, state, local, and/or tribal regulatory requirements applicable to the Goods/Services.

- 7.2. MATERIAL SAFETY DATA SHEETS. As applicable, Contractor shall provide Purchaser with all appropriate Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of Goods which requires such compliance and/or and for materials used by Contractor while performing Services and any updates of the same.
- 7.3. CLEAN-UP. If Contractor, its agents, employees, or subcontractors perform onsite Services, Contractor, at its cost, will remove all excess materials, equipment, packaging, and garbage within the scope of its performance of Services and leave that portion of the premises in which the work was performed in a clean condition. Should Contractor fail to clean up a Site after completion of work, Purchaser will have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.
- 7.4. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly will report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist in any Purchaser investigation of incidents.
- 7.5. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, and other security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises will be adequately trained and at all times comply with Purchaser's requirements.
- 7.6. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which will be made available to Contractor upon request.

8. SUBCONTRACTORS.

- 8.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Cooperative Master Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Cooperative Master Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Cooperative Master Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Cooperative Master Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).
- 8.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) will include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.

- 8.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Cooperative Master Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser will pay such subcontractor directly.

9. USING THE COOPERATIVE MASTER CONTRACT – PURCHASES.

- 9.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Goods and/or Services from this Cooperative Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Cooperative Master Contract number. The terms of this Cooperative Master Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Cooperative Master Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Cooperative Master Contract.
- 9.2. DELIVERY REQUIREMENTS. Contractor must ensure that the Goods/Services are delivered or provided as required by this Cooperative Master Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all deliveries:
- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor.
 - (b) Contractor shall ship all Goods and/or Services purchased pursuant to this Cooperative Master Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the Goods and/or Services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
 - (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Cooperative Master Contract shall be identified by the Cooperative Master Contract number set forth on the cover of this Cooperative Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- 9.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or Services purchased under this Cooperative Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of Goods and/or Services that are not in accordance with this Cooperative Master Contract and Purchaser's Purchase Order. If there are any apparent defects in the Goods and/or Services at the time of delivery, Purchaser promptly will notify Contractor. At

Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged Goods and/or Services or, at Purchaser's option, Purchaser may note any such damage on the receiving report, decline acceptance, and deduct the cost of rejected Goods and/or Services from final payment. Payment for any Goods and/or Services under such Purchase Order shall not be deemed acceptance.

9.4. TRAINING. Equipment Supplier shall provide on-site instructor(s) to conduct eight (8) hours of operator training per unit delivered and eight (8) hours of repair technician training per unit delivered if requested. During the eight (8) hour training period, the length and number of the training session(s) required may vary based on the equipment's complexity and personnel experience levels. Training session(s) may be less than eight (8) hours should the WSDOT on-site supervisor, or Equipment Training Manager determines that all personnel have completed training and the Supplier's training obligation has been fulfilled. The training session(s) shall include, but not be limited to, the below-listed items.

- (a) Operator training will be designed to familiarize personnel with the controls, safety features, operating characteristics, and operator checks and services.
- (b) Operator training may include teaching operators shifting, acceleration, and braking techniques to maximize operational effectiveness of the unit's power train configuration for equipment so configured.
- (c) Mechanic training shall be designed to familiarize service and repair technicians with preventative maintenance checks and services, system diagnostics procedures, repairs, adjustments, and any unique requirements associated with the entire unit.
- (d) All training shall be scheduled and coordinated with the ship-to address. Coordination will include dates, times, location, number of students per session, number of sessions required, facilities, training equipment, and material.
- (e) Qualified individuals shall conduct training sessions. "Qualified" means that the trainer must have a high level of knowledge and experience relating to the type of equipment offered or purchased.
- (f) Person(s) conducting the operator training session(s) must have a minimum of one year of experience operating the unit for which training is being conducted or a factory/manufacture certified trainer.
- (g) Person(s) conducting repair technician training session(s) must have at least one year of experience in preventive maintenance and repair performance on the unit for which the training is being conducted or a factory/manufacture certified trainer.
- (h) An on-site Supervisor or the Equipment Training Manager will evaluate training sessions, who shall determine whether or not the training was adequate. If the training is deemed inadequate, the Supplier agrees to conduct additional training sessions, at no cost to the customer, to the satisfaction of the customer.

10. INVOICING & PAYMENT.

- 10.1. **CONTRACTOR INVOICE.** Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Goods and/or Services delivered under this Cooperative Master Contract. Such invoices shall itemize the following:
- (a) Cooperative Master Contract No. 03920;
 - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
 - (c) Contractor's Federal Tax Identification Number;
 - (d) Date(s) of delivery;
 - (e) Applicable Goods and/or Services;
 - (f) Invoice amount; and
 - (g) Payment terms, including any available prompt payment discounts.

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

- 10.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices*, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 10.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.
- 10.4. **ADVANCE PAYMENT PROHIBITED.** Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Cooperative Master Contract.
- 10.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.
- 10.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Cooperative Master Contract. Failure to do so shall constitute breach of this Cooperative Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due

by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

11. CONTRACT MANAGEMENT.

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

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

Enterprise Services

Attn: Gideon Simukonda
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-9286
Email:
DESContractsTeamMaple@des.wa.gov.

Contractor

Attn: Doug Wakefield
Gordon Truck Centers, Inc
277 Stewart Rd. SW
Pacific, WA 98047
Tel: (800) 523-8014
Email:
doug.wakefield@westernstarnw.com

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

- 11.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Cooperative Master Contract.
- 11.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

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

Contractor

Attn: Doug Wakefield
Gordon Truck Centers, Inc
277 Stewart Rd. SW
Pacific, WA 98047
Tel: (800) 523-8014
Email:
doug.wakefield@westernstarnw.com

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

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

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

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

QUARTER	FOR SALES MADE IN CALENDAR QUARTER ENDING	COOPERATIVE MASTER CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

12.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all Cooperative Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

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

Amount owed to Enterprise Services = Total Cooperative Master Contract sales invoiced (not including sales tax) x .015.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Cooperative Master Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Cooperative Master Contract number, the year and quarter for which the VMF is being remitted, and Contractor's name as set forth in this Cooperative Master Contract, if not already included on the face of the check.
- (d) Contractor's failure to report accurate total net Cooperative Master Contract sales, to submit a timely Cooperative Master Contract sales report, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend Contractor or terminate this Cooperative Master Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (e) Enterprise Services reserves the right, upon thirty (30) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Cooperative Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

12.3. ANNUAL COOPERATIVE MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Cooperative Master Contract sales report. Such report shall include, at a minimum: the Goods/Services sold (including, as applicable, item number or other identifier), per unit quantities sold, items and volumes purchased by Purchaser, shipment/delivery locations by Purchaser, and Cooperative Master Contract price. This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Cooperative Master Contract.

13. RECORDS RETENTION & AUDITS.

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

- 13.2. **AUDIT.** Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Cooperative Master Contract or Purchase Orders placed by a Purchaser under this Cooperative Master Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Cooperative Master Contract or final payment for any order placed by a Purchaser against this Cooperative Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 13.3. **OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES.** Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Cooperative Master Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

14. INSURANCE.

- 14.1. **REQUIRED INSURANCE.** Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods/Services and no additional payment shall be made to Contractor.
- 14.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Cooperative Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Cooperative Master Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

15. CLAIMS.

- 15.1. **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Cooperative Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Cooperative Master Contract, even if not attributable to negligence by Contractor or its agents.
- 15.2. **THIRD-PARTY CLAIMS; GENERAL INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Cooperative Master Contract; *Provided*, however, that no right to indemnity will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of Enterprise Services or Purchaser. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.
- 15.3. **INTELLECTUAL PROPERTY INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods or Services provided, or the use of the Goods or Services under this Cooperative Master Contract. If Purchaser's use of Goods or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods or Services with substantially similar and functionally equivalent non-infringing Goods or Services.

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

17. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

- 17.1. **TERMINATION.** This Cooperative Master Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Cooperative Master Contract; and (c) as otherwise expressly provided for in this Cooperative Master Contract. This Cooperative Master Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Cooperative Master Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.
- 17.2. **TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW.** Enterprise Services may suspend or terminate this Cooperative Master Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Cooperative Master Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser will reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser will have no obligation or liability to Contractor.
- 17.3. **TERMINATION FOR PUBLIC CONVENIENCE.** Enterprise Services, for public convenience, may terminate this Cooperative Master Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- 17.4. **PURCHASER OBLIGATIONS – EXPIRATION.** Upon expiration of this Cooperative Master Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Cooperative Master Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Cooperative Master Contract that is executed prior to expiration of this Cooperative Master Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Cooperative Master Contract.
- 17.5. **CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION.** Upon expiration or termination of this Cooperative Master Contract, Contractor shall: (a) continue to fulfill its warranty obligations

with respect to any Goods or Services sold hereunder and all provisions of the Cooperative Master Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Cooperative Master Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Cooperative Master Contract.

17.6. DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Cooperative Master Contract:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Cooperative Master Contract;
- (b) Contractor fails to timely report contract sales;
- (c) Contractor fails to timely pay the vendor management fees when due; or
- (d) Contractor breaches any representation or warranty provided herein.

17.7. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Cooperative Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Cooperative Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Cooperative Master Contract, until such obligations have been fulfilled.

17.8. REMEDIES FOR DEFAULT.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Cooperative Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Cooperative Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

17.9. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section will in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Cooperative Master Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Cooperative Master Contract. Any limitation of either party's obligations under this Cooperative Master Contract, by delivery slips or other documentation is void.

17.10. SUSPENSION/TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods

and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Cooperative Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

- 17.11. PURCHASER PURCHASE ORDERS. Purchaser Orders may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; and (c) as otherwise expressly provided for in the applicable Purchase Order. Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

18. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

- 18.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Cooperative Master Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 18.2. CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.
- 18.3. ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following: Enterprise Services' Public Records Officer will review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify Contractor, at the address provided in the Cooperative Master Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure,

Enterprise Services will release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

19. GENERAL PROVISIONS.

- 19.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Cooperative Master Contract.
- 19.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Cooperative Master Contract.
- 19.3. ENTIRE AGREEMENT. This Cooperative Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 19.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Cooperative Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 19.5. AUTHORITY. Each party to this Cooperative Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Cooperative Master Contract and that its execution, delivery, and performance of this Cooperative Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 19.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Cooperative Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 19.7. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Cooperative Master Contract. Contractor and its employees or agents performing under this Cooperative Master Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington will not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 19.8. ASSIGNMENT. Contractor may not assign its rights under this Cooperative Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Cooperative Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise

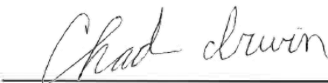
agreed, Contractor guarantees prompt performance of all obligations under this Cooperative Master Contract notwithstanding any prior assignment of its rights.

- 19.9. **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Cooperative Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 19.10. **ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES.** Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Cooperative Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 19.11. **FEDERAL FUNDS.** To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Cooperative Master Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods/Services to Purchaser.
- 19.12. **SEVERABILITY.** If any provision of this Cooperative Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Cooperative Master Contract, and to this end the provisions of this Cooperative Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Cooperative Master Contract.
- 19.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Cooperative Master Contract, nor shall any purported oral modification or rescission of this Cooperative Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 19.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Cooperative Master Contract shall survive and remain in effect following the expiration or termination of this Cooperative Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 19.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Cooperative Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 19.16. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Cooperative Master Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

- 19.17. **ATTORNEYS' FEES.** In the event of litigation or other action brought to enforce this Cooperative Master Contract, each party shall bear its own attorneys' fees and costs.
- 19.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Cooperative Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Cooperative Master Contract. Each party hereto and its counsel has reviewed and revised this Cooperative Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Cooperative Master Contract. Each term and provision of this Cooperative Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 19.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Cooperative Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Cooperative Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Cooperative Master Contract.
- 19.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Cooperative Master Contract in their entirety.
- 19.21. **CAPTIONS & HEADINGS.** The captions and headings in this Cooperative Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Cooperative Master Contract nor the meaning of any provisions hereof.
- 19.22. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Cooperative Master Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Cooperative Master Contract or such other ancillary agreement for all purposes.
- 19.23. **COUNTERPARTS.** This Cooperative Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Cooperative Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Cooperative Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: 
Chad Irwin
Its: Procurement Supervisor

GORDON TRUCK CENTERS, INC, A
WASHINGTON CORPORATION

By: 
Doug Wakefield
Its: Authorized Representative

PRICES FOR CATEGORY B- PARTS AND SERVICES

	Discount Rate on Parts		Hourly Service Rate
Freightliner	25%	\$	150.00
Western Star	25%	\$	150.00

PRICES FOR CATEGORY D- PARTS AND SERVICES

	Discount Rate on Parts		
Freightliner	25%	\$	150.00
Western Star	25%	\$	150.00

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Cooperative Master Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance written under ISO Form CG 00 01 with minimum limits of \$5,000,000 per occurrence and in the aggregate for each one-year policy period. This coverage may be any combination of primary, umbrella, or excess liability coverage affording total liability limits of not less than \$5,000,000 per occurrence and in the aggregate. The Commercial General Liability Insurance policy shall include coverage for: (a) blanket contractual liability; (b) premises operations; and (c) products and completed operations for a period of five (5) years following acceptance of the work / expiration or termination of the Cooperative Master Contract.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Cooperative Master Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Cooperative Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in

the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Cooperative Master Contract number stated on the cover of this Cooperative Master Contract.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Cooperative Master Contract Insurance
Certificate
Cooperative Master Contract No. 03920 – Cab and Chassis Trucks
Attn: Gideon Simukonda
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-141

Email: DESContractsTeamMaple@des.wa.gov

Note: For Email notice, the Email Subject line must state:

**Cooperative Master Contract Insurance Certificate – Cooperative
Master Contract No. 03920 – Cab and Chassis Trucks**

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Cooperative Master Contract number stated on the cover of this Cooperative Master Contract.

9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Cooperative Master Contract.

* * * END OF INSURANCE REQUIREMENTS * * *



Staff Report: 202-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/12/2022

SUBJECT One Year Health Insurance Stop Loss Policy with Voya

Key Points

- In 2015, the City moved from a fully insured to a self-insured health benefits program for employees in an effort to reduce rising health care costs. The City's goal was to move toward a less costly "unbundled" group of services (TPA, Health network, Stop Loss Insurance).
- The City has continued to be unbundled and wishes to remain so in 2023.
- Sun Life provided the City's Stop Loss coverage for policy year 2022.
- For 2022, Sun Life's renewal terms included increased premium costs.
- During 2022, the City went out to bid for Stop Loss coverage.
- Voya offered favorable and competitive renewal terms for 2023. Voya was the selected bidder.
- We are now ready for Council approval on the Stop Loss policy for the 2023 policy period.
- Stop loss coverage is required by the State of Washington for the City to maintain its self-insured status.

Strategic Plan Alignment

N/A

Present Situation

City staff worked with its broker, Davidson Benefits Planning, to seek stop loss coverage for its self-insured health benefits program. Stop loss coverage protects the City against catastrophic or unpredictable losses that exceed the City's health care coverage. Voya was the successful bidder with competitive renewal terms. Council approval is needed to provide payment on the premium for the policy.

The individual deductible included in the renewed policy remains at \$275,000. The City's self-insurance covers eligible claims below that threshold. The aggregate reimbursement maximum per policy period included in the insurance is \$2 million. The stop loss insurance covers

prescription coverage as well as vision coverage.

Advantage(s)

1. Continue reduced costs from fully insured program.
2. Stop Loss protects the City in the event an employee or their dependent's health costs exceed coverage under our health insurance.

Disadvantage(s)

None

Budget Impact

The cost of the stop loss insurance will be approximately \$1,000,000.00 for one year. Sufficient budget has been included in the 2023-2024 Budget to cover the cost of the insurance coverage.

Prior Council Review

N/A

Action Requested

Authorize the payment of premiums to Voya for Stop Loss coverage.

Lisa Takach, Human Resources Director, 360-487-8611

ATTACHMENTS:

- ▣ 2023 City of Vancouver Excess Risk Schedule
- ▣ City of Vancouver Contract Materials

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

EXCESS RISK SCHEDULE

Your Name: City of Vancouver

Associated Accounts: Vancouver Housing Authority

Your Group No: 73316-4

Contract Period: From January 1, 2023 Through December 31, 2023

Claim Administrator Name: Regence Blue Cross (OR)

In the event of a conflict between the terms, conditions and limitations of this Excess Risk Schedule and the Excess Risk Policy, this Excess Risk Schedule will control.

INDIVIDUAL EXCESS RISK ☒ YES ☐ NO

Washington law requires an Individual Excess Risk Deductible of at least 5% of expected claims or \$100,000, whichever is less.

BENEFITS TO BE COVERED:

☒ Medical ☒ Other (please specify) Prescription Drugs

COVERAGE PERIOD:

☐ Incurred and Paid in 12 months ☐ Incurred in 12 months and Paid in 15 months
☐ Incurred in 15 months and Paid in 12 months ☒ Incurred in 24 months and Paid in 12 months
☐ Paid in 12 months ☐ Other _____

Individual Excess Risk Deductible: \$ 275,000 per Individual

Individuals subject to the Individual Adjusted Deductible as identified in the disclosure process:

Claimant 1 – \$ 375,000

Claimant 2 – \$ 650,000

Claims for individuals subject to the Individual Adjusted Deductible that exceed the Individual Excess Risk Deductible amount are excluded under any Aggregate Excess Risk Insurance.

Benefit Percentage: 100%

MAXIMUM INDIVIDUAL BENEFIT:

Individual Excess Risk Lifetime Maximum: \$ Unlimited

Individual Excess Risk Annual Maximum: \$ Unlimited

Other: N/A

COVERAGE DESCRIPTION:

	Number	Monthly Premium Rate
1. ☐ Composite (Total Number of Covered Persons)		
2. ☒ Single (Covered Persons, no Dependents)	143	\$ 70.54
Family (Covered Persons, with Dependents)	383	\$ 190.83
3. ☐ Other:		

OPTIONAL ENDORSEMENTS:

☐ Individual Terminal Liability ☐ 3 months ☐ 6 months
☒ Individual Advanced Funding
☐ Individual Step-Down Deductible ☐ Kidney Failure ☐ Cancer ☐ Transplant (check all that apply)
☐ Aggregating Individual Deductible \$ N/A (Individual Excess Risk must be elected)
☐ Individual Gapless Renewal (Only available for 12/15 or 12/18)
☒ Plan Mirroring Coordination
☒ Renewal Rate Cap

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

EXCESS RISK SCHEDULE

AGGREGATE EXCESS RISK ☒ YES ☐ NO

Washington law requires an attachment point of at least 120% of expected claims.

BENEFITS TO BE COVERED:

- ☒ Medical ☐ Vision ☒ Prescription Drugs
☐ Dental ☐ Other (please specify) _____

COVERAGE PERIOD:

- ☐ Incurred and Paid in 12 months ☐ Incurred in 12 months and Paid in 15 months
☐ Incurred in 15 months and Paid in 12 months ☒ Incurred in 24 months and Paid in 12 months
☐ Paid in 12 months ☐ Other _____

COVERAGE DESCRIPTION:

	Number	Monthly Aggregate Factor	Aggregate Adjustment Corridor	Monthly Aggregate Corridor
1. ☐ COMPOSITE (Total Number of Covered Persons)				
2. ☒ OTHER:				
Single	143	\$ 730.59	125 %	\$ 913.24
Family	383	\$ 2,158.76	125 %	\$ 2,698.46

Minimum Annual Aggregate Deductible: \$ 11,873,856

Our Limit of Liability: \$ 2,000,000 per Coverage Period

Premium: \$ 5.33 per employee, per month

Group Name: City of Vancouver
Group Number: 73316-4

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

EXCESS RISK SCHEDULE

OPTIONAL ENDORSEMENTS:

- ☒ Plan Mirroring Coordination
☐ Monthly Aggregate Reimbursement
☐ Terminal Liability ☐ 3 months ☐ 6 months

COVERAGE DESCRIPTION (see above):

Aggregate Terminal Liability Factor

1. Composite:
2. Other:

Are retirees covered? ☐ Yes ☒ No
Are retirees age 65 and over covered? ☐ Yes ☒ No

Minimum Enrollment Required for Renewal of Coverage: 100 enrolled Covered Persons Covered for Medical.

Covered Persons are defined in the Employee Benefit Plan with the exception of: N/A

Exclusions and Limitations defined in this policy will apply with the exception of: N/A

Other: N/A

Actively at Work Requirement: N/A

Premium Due Date: Aggregate Excess Risk and Individual Excess Risk are due on the first day of each policy month.

Approved for Us:

Date: October 31, 2022

By:



Group Name: City of Vancouver
Group Number: 73316-4

Welcome to Voya Financial®

Contract Materials Enclosed

Please read your contract materials carefully.



Underwritten by ReliaStar Life Insurance Company, a member of Voya® family of companies. Home and Administrative Office: 20 Washington Avenue South, Minneapolis, MN 55401.

RELIASTAR LIFE INSURANCE COMPANY

Home Office: Minneapolis, Minnesota 55440

POLICY NUMBER: 733164-EXRSK
EFFECTIVE DATE: January 1, 2023
ANNIVERSARY DATE: January 1
PLAN SPONSOR: City of Vancouver

Subject to the terms, conditions and limitations of this Policy, ReliaStar Life Insurance Company ("We", "Our" or "Us") agrees to pay the benefits stated in this Policy when We receive Proof of Loss.

This Policy is issued to the Plan Sponsor ("You" or "Your") shown above in consideration of Your Excess Risk Application, the signed Disclosure Agreement and payment of premiums when due. A copy of Your Excess Risk Application and the Disclosure Agreement are attached to and form a part of this Policy. You own this Policy and have certain rights and obligations as stated in this Policy.

This Policy is effective on the Effective Date shown above. All periods of insurance will begin and end at 12:01 a.m. Central Time.

The first premium is due and payable in full on the Effective Date. Each subsequent premium is due and payable in full on its respective Premium Due Date(s) as shown on the Excess Risk Schedule.

Our obligations under this Policy are limited to the terms, conditions and limitations of this Policy. We are not a party to, responsible for, or a guarantor of, the benefits provided under the Employee Benefit Plan. We are not a Plan Administrator or Fiduciary with respect to the Employee Benefit Plan as those terms are used in the Employee Retirement Income Security Act of 1974, as amended.

This Policy is delivered in the state of Washington and is governed by its laws.

Executed at Minneapolis, Minnesota on October 31, 2022.



President



Registrar



Secretary

This Policy Reimburses the Plan Sponsor Only
Aggregate Excess Risk Insurance
Individual Excess Risk Insurance

Noncontributory

Nonparticipating

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DEFINITIONS

AGGREGATE ADJUSTMENT CORRIDOR means the Aggregate Adjustment Corridor as shown on the Excess Risk Schedule.

BENEFIT MONTH means any calendar month during which this Policy is in force.

CLAIM ADMINISTRATOR means a firm or person which has entered into a written agreement with You to pay claims for the Employee Benefit Plan and who has been approved by Us. The Claim Administrator acts on Your behalf and as Your agent and not as Our agent. The duties of the Claim Administrator under this Policy are described in the Claim Administrator Responsibilities section of this Policy.

CONTRACT PERIOD means the time period as shown on the Excess Risk Schedule that is used in determining a Plan Sponsor's eligibility for benefits under this Policy. The initial Contract Period is shown in Your Excess Risk Application. Subsequent Contract Periods are shown on a separate, subsequent Excess Risk Schedule(s).

COVERAGE PERIOD means the time period as shown on the Excess Risk Schedule.

COVERED DEPENDENT(S) means, subject to the terms, conditions and limitations of this Policy, a Covered Person's dependent who is covered by the terms of the Employee Benefit Plan. If a person becomes a dependent of a Covered Person and such dependent is covered under the terms of the Employee Benefit Plan, coverage will be provided under this Policy for expenses Incurred by You on behalf of such dependent.

COVERED PERSON means a person enrolled in the Employee Benefit plan who is entitled to receive benefits under that Plan while this Policy is in force. A Covered Person includes:

- A. Legally employed covered employees of Yours;
- B. Participating COBRA beneficiaries.

COST CONTAINMENT VENDOR means a third party contracted to reduce or control the cost of services or supplies provided to Covered Persons and Covered Dependents under the Employee Benefit Plan.

ELIGIBLE AGGREGATE EXCESS RISK EXPENSES means Eligible Aggregate Excess Risk Expenses as defined in the Aggregate Excess Risk Expenses section of the Policy if this coverage is elected by the Plan Sponsor.

ELIGIBLE EXCESS RISK EXPENSES means either Eligible Aggregate Excess Risk Expenses or Eligible Individual Excess Risk Expenses.

ELIGIBLE INDIVIDUAL EXCESS RISK EXPENSES means Eligible Individual Excess Risk Expenses as defined in the Individual Excess Risk Expenses section of the Policy.

EMPLOYEE BENEFIT PLAN means a self-funded plan of benefits which the Plan Sponsor provides for eligible Covered Persons and their eligible Covered Dependents. The benefits are described in a written Plan document. A copy of the written Plan document in effect on the Effective Date of this Policy is attached to the Excess Risk Application. Amendments to the Employee Benefit Plan will be covered by this Policy when they become effective under such plan only to the extent provided in the Material Change Provisions section of this Policy.

EXPECTED CLAIMS means the amount of claims that, in the absence of an excess risk policy or other insurance or evidence of coverage, are projected by Us to be Incurred under an employer-sponsored plan covering health care expenses.

MEDICALLY NECESSARY means any services or supplies provided for the diagnosis and treatment of a specific illness or injury which are:

- A. Ordered or recommended by a licensed doctor, dentist, or other medical practitioner who is practicing within the scope of his or her license; and
- B. Required for the treatment or management of a medical condition or symptom; and
- C. the most appropriate supply or level of service to provide safe and adequate care under the Employee Benefit Plan; and
- D. Provided in accordance with approved and generally accepted medical or surgical practice; and
- E. Not for the convenience of You, a Covered Person or a Covered Dependent covered under the Employee Benefit Plan, or a Covered Person's or Covered Dependent's doctor or other provider.

Services and supplies will not automatically be considered Medically Necessary solely because a doctor ordered them.

DEFINITIONS

EXPERIMENTAL OR INVESTIGATIONAL means, for the purpose of determining Eligible Excess Risk Expenses under this Policy, a treatment, device, or drug other than covered off-label drug use that:

- A. Is governed by the United States Food and Drug Administration ("FDA") and the FDA has not approved the treatment, device or drug for the particular condition at the time the treatment, device or drug is provided; or
- B. Is provided as part of an ongoing Phase I or II clinical trial as defined by the National Institutes of Health, National Cancer Institute or the FDA. In the event that an FDA approved drug or device is used for a particular condition during an ongoing Phase I or II clinical trial, and one or more other drugs or devices not FDA approved for such trial are also used, then all FDA approved and FDA non-approved drugs or devices shall be considered experimental or investigational; or
- C. Is documented in published U.S. peer-reviewed medical literature stating that further research, studies, or clinical trials are necessary to determine the safety, toxicity or efficacy of the treatment, device or drug; or
- D. Is any treatment, device, drug or hospital confinement that arises from, relates to, or is provided in connection with the Experimental or Investigational treatment or drug whether or not the treatment, drug or hospital confinement, on their own, are considered standard of care or Medically Necessary.

INCURRED means the date on which services relating to an Eligible Excess Risk Expense were provided to a Covered Person or a Covered Dependent under the Employee Benefit Plan.

INDEPENDENT REVIEW ORGANIZATION means the organization for external review as required under the Patient Protection and Affordable Care Act and as utilized by the Employee Benefit Plan.

INDIVIDUAL ADJUSTED DEDUCTIBLE means either a Covered Person or Covered Dependent whose expenses are excluded under the Policy or an amount applied to Covered Persons or Covered Dependents identified on the Excess Risk Schedule for the Coverage Period who have a deductible separate from the Individual Excess Risk Deductible under the Policy.

MANAGED CARE NETWORK means a Preferred Provider Organization (PPO), Exclusive Provider Organization (EPO), Point of Service Plan (POS), self-funded Health Maintenance Organization (HMO), or any Managed Care Network offered by You.

DEFINITIONS

MONTHLY AGGREGATE CORRIDOR means the Monthly Aggregate Factor multiplied by the Aggregate Adjustment Corridor, as shown on the Excess Risk Schedule.

MONTHLY AGGREGATE FACTOR means the amount of Expected Claims per month per Covered Person. The initial Monthly Aggregate Factor(s) is/are as shown on the Excess Risk Schedule. We will re-determine the Monthly Aggregate Factor on each anniversary of the Effective Date of Your coverage under this Policy and on the effective date of each Material Change to the Employee Benefit Plan.

PAID means the latest of the following dates:

- A. The covered expense is approved by You according to the terms of the Employee Benefit Plan; and
- B. The draft or check is mailed, or the date the wire or other legal electronic transfer of funds has been issued by the Plan Sponsor to the Covered Person or his or her assignee;
- C. Sufficient funds are on deposit on the date the check, draft or electronic transfer is issued to permit the check, draft or electronic transfer to be honored.

PLAN SPONSOR means You, the organization, shown on the face page of this Policy, who is described in the Excess Risk Application and who is approved for coverage by Us under this Policy.

PRESCRIPTION DRUG PLAN means either a benefit provision of the Employee Benefit Plan or a separate employee benefit plan maintained by You, under which prescription drug expenses are Paid independently of other medical expenses.

PROOF OF LOSS means Proof of Loss as defined in the Premium and Claims Provisions section of this Policy.

USUAL AND CUSTOMARY means the usual and customary charge for the locality where the expenses are Incurred.

WORKERS' COMPENSATION means benefit payments to any eligible Covered Person or Covered Dependents as required by state law for accidents or occupational disease arising out of, or in connection with, the Covered Person's or Covered Dependent's employment.

INDIVIDUAL EXCESS RISK INSURANCE

ELIGIBLE INDIVIDUAL EXCESS RISK EXPENSES

Eligible Individual Excess Risk Expenses are those claims Incurred and Paid within the Coverage Period shown on the Excess Risk Schedule.. All such expenses must be eligible expenses under the terms of the Employee Benefit Plan, Medically Necessary, and covered under the terms of this Policy. The Coverage Period and rates for Excess Risk Insurance are shown on the Excess Risk Schedule. A separate Excess Risk Schedule applies to each Coverage Period. Eligible Individual Excess Risk Expenses are the benefits which Our audit has determined to be properly payable by You. Such benefits must be Paid during the Coverage Period to or on behalf of a Covered Person or Covered Dependent according to the terms of the Employee Benefit Plan. However, such expenses are subject to both the Exclusions section of this Policy and the Excess Risk Schedule. Our Claim Audit procedures are contained in the Miscellaneous Provisions of this Policy. Expenses Incurred under a Prescription Drug Plan will be included as Eligible Individual Excess Risk Expenses only if Prescription Drugs are shown on the Excess Risk Schedule..

WHEN BENEFITS WILL BE PAID

Individual Excess Risk benefits will be paid when a Covered Person or Covered Dependent has exceeded the Individual Excess Risk Deductible during the Coverage Period shown on the Excess Risk Schedule, subject to all of the terms, conditions and limitations of this Policy. Upon Our acceptance and approval of Proof of Loss, We will pay benefits to You for Eligible Individual Excess Risk Expenses that exceed the Individual Excess Risk Deductible shown on the Excess Risk Schedule for claims Paid that are:

- A. Incurred while the Employee Benefit Plan is in effect;
- B. Paid according to the terms of the Employee Benefit Plan; and
- C. Incurred and Paid during the Coverage Period shown on the Excess Risk Schedule.

AMOUNT OF BENEFIT PAYABLE

The Individual Excess Risk benefit payable is subject to the Maximum Individual Benefit, if any, shown on the Excess Risk Schedule and shall be equal to the product of:

- A. The Benefit Percentage, multiplied by
- B. The amount of eligible benefits Paid to or on behalf of a Covered Person or a Covered Dependent under the Employee Benefit Plan during the Coverage Period which exceeds the Individual Excess Risk Deductible.

The Benefit Percentage, Individual Excess Risk Deductible and Coverage Period are shown on the Excess Risk Schedule.

TO WHOM BENEFITS WILL BE PAID

Individual Excess Risk benefits will be paid to You. We will not make payment directly to any Covered Person, Covered Dependent, benefit provider or anyone else. You shall not represent Us as the insurer of benefits provided by the Employee Benefit Plan.

AGGREGATE EXCESS RISK INSURANCE

ELIGIBLE AGGREGATE EXCESS RISK EXPENSES

Eligible Aggregate Excess Risk Expenses are claims Incurred and Paid within the Coverage Period as shown on the Excess Risk Schedule. All such expenses must be eligible expenses under the terms of the Employee Benefit Plan, Medically Necessary, and covered under the terms of this Policy. The Monthly Aggregate Factor and claims basis for Excess Risk insurance apply to the Coverage Period shown in the Excess Risk Schedule. A separate Excess Risk Schedule applies to each new Coverage Period. Eligible Aggregate Excess Risk Expenses are benefits which Our audit has determined to be properly Paid by the Plan Sponsor. Such expenses must be Paid on behalf of a Covered Person or Covered Dependent according to the terms of the Employee Benefit Plan. These expenses are subject to all of the terms, conditions and limitations of this Policy, including the Exclusions and Limitations section of this Policy and the Excess Risk Schedule. Our claim Audit Procedures are contained in the Miscellaneous Provisions of this Policy. Expenses Incurred under a Prescription Drug Plan will be included as Eligible Aggregate Excess Risk Expenses only if Prescription Drugs are included on the Excess Risk Schedule and Excess Risk Application.

Eligible Aggregate Excess Risk Expenses do not include:

- A. Benefits payable under any Individual Excess Risk or Excess Risk Insurance issued to You by Us or any other insurer; or
- B. Eligible Individual Excess Risk Expenses in excess of the Individual Excess Risk Deductible; or
- C. Eligible Individual Excess Risk Expenses in excess of the Individual Excess Risk Deductible amount for expenses Incurred by any Covered Person or Covered Dependent who is subject to the Individual Adjusted Deductible.
- D. Any other benefits Paid by any other entity providing the same or similar coverage as the Employee Benefit Plan during the Coverage Period.

WHEN BENEFITS WILL BE PAID

Aggregate Excess Risk benefits will be paid after the end of the Coverage Period if the deductible described below is satisfied, subject to all terms, conditions and limitations of this Policy. Upon acceptance of Proof of Loss, We will pay benefits to You for Eligible Aggregate Excess Risk Expenses that exceed the Annual Aggregate Excess Risk Deductible for claims Paid that are:

- A. Incurred while the Employee Benefit Plan is in force;
- B. Paid according to the terms of the Employee Benefit Plan; and
- C. Incurred and Paid during the Coverage Period shown on the Excess Risk Schedule.

AMOUNT OF BENEFIT PAYABLE

The Aggregate Excess Risk benefit payable is the amount of Eligible Aggregate Excess Risk Expenses Paid which exceeds the Annual Aggregate Excess Risk Deductible for the Coverage Period. In no event will We pay more than Our Limit of Liability as shown on the Excess Risk Schedule under "Aggregate Excess Risk".

ANNUAL AGGREGATE EXCESS RISK DEDUCTIBLE

The Annual Aggregate Excess Risk Deductible for a Coverage Period will be the greatest of:

- A. An amount equal to the sum of 12 monthly amounts for the Contract Period where such monthly amount is equal the Monthly Aggregate Corridor, multiplied by the number of Covered Persons covered under the Employee Benefit Plan on the first day of each month of the Contract Period. If the Contract Period is less than 12 months, the sum of monthly amounts for the months completed will be divided by the number of months completed in the Contract Period and multiplied by 12. If the number of Covered Persons decreases, the decrease in the number of Covered Persons may not be reduced by more than 5% of the previous month's Covered Persons. During any period in which any of Your employees are absent from work due to a strike, lock out, or work stoppage, the number of Covered Persons will remain at the same level as for the month before the disruption began.

AGGREGATE EXCESS RISK INSURANCE

If this Policy terminates during a Contract Period, the deductible will be based on a Contract Period of 12 full months. The Monthly Aggregate Corridor, multiplied by the sum of the monthly amounts for the months completed will be divided by the number of months completed in the Contract Period and multiplied by 12. Calculation of the deductible in this manner will not affect the termination of Aggregate Excess Risk benefits on the date this Policy actually terminates; or

- B. The Monthly Aggregate Corridor multiplied by 100 multiplied by 12; or
- C. The Monthly Aggregate Corridor, as shown on the Excess Risk Schedule for renewal, multiplied by 85% of the number of Covered Persons under the Employee Benefit Plan at the beginning of the eleventh month of the prior Contract Period, multiplied by 12; or
- D. The Minimum Annual Aggregate Deductible shown on the Excess Risk Schedule.

TO WHOM BENEFITS WILL BE PAID

Aggregate Excess Risk benefits will be paid to You. We will not make payment directly to any Covered Person, Covered Dependent, benefit provider or anyone else. You shall not represent that We are the insurer of benefits provided by the Employee Benefit Plan.

EXCLUSIONS AND LIMITATIONS

Eligible Excess Risk Expenses shall not include the following, whether or not such expenses are covered under the Employee Benefit Plan, unless otherwise specifically included in the Excess Risk Schedule:

- A. Any portion of an expense which You are not obligated to pay under the Employee Benefit Plan, or which is reimbursable to You pursuant to or because:
 - 1. Another group health benefit program; or
 - 2. The Covered Person or Covered Dependent is covered under, or eligible for, Medicare, the Railroad Retirement Program, Worker's Compensation, or any similar federal, state or local program or statute; or
 - 3. Any coordination of benefits or non-duplication of benefits provision of the Employee Benefit Plan;
- B. Benefits Paid under the Employee Benefit Plan which are in excess of Usual and Customary charges;
- C. Expenses associated with the administration of the Employee Benefit Plan including, but not limited to, claim payment fees, PPO access fees, premium functions, medical review and consultant fees unless otherwise payable under the Reimbursement of Certain Fees provision;
- D. Expenses Paid by You or the Claim Administrator relating to any litigation concerning the Employee Benefit Plan, including, but not limited to, attorneys' fees, legal or investigative expenses, expert fees, extra-contractual damages, compensatory damages and punitive damages;
- E. Benefits Paid for expenses Incurred outside of the U.S. except in emergency situations. Emergency situations are defined as instances of a serious injury, the onset of a serious condition which requires immediate medical intervention to prevent death, or a serious impairment of health. Emergencies do not include elective care or care of minor illness or injury;
- F. Expenses which are Experimental or Investigational; and
- G. Benefits Paid under the Employee Benefit Plan for individuals who should have been, but were not, included in the most recent Disclosure Agreement.

MATERIAL CHANGE PROVISIONS

MATERIAL CHANGE: You must give Us written notice within 31 days of any Material Change to the Employee Benefit Plan which in Our reasonable judgment may have a material adverse financial, economic or other effect on Our liability under this Policy. **Failure to provide such notice could result in termination of this Policy or denial of benefits payable on behalf of a Covered Person or Covered Dependent.** Notice must be provided to:

Reliastar Life Insurance Company
20 Washington Avenue South
Route 5499
Underwriting Department
Minneapolis, MN 55401

A Material Change includes, but is not limited to, a change to, or of, any of the following:

- A. The information disclosed by You upon which Our assessment of risk was based;
- B. The Employee Benefit Plan;
- C. The Claim Administrator or Managed Care Network;
- D. An increase or decrease in the number of Covered Persons and Covered Dependents that exceeds 15% of the current number covered under the Employee Benefit Plan;
- E. The insolvency or inability to pay obligations of You or the Employee Benefit Plan; or
- F. A merger, acquisition or similar transaction involving You or any of Your affiliates or subsidiaries.

If You amend the Employee Benefit Plan or change Your business so as to result in a material adverse financial, economic or other effect on Our liability or risk under this Policy, We will have the right to (i) recalculate Monthly Aggregate Factor(s) and Individual Excess Risk Monthly Premium Rates as shown on the Excess Risk Schedule and continue this Policy, or (ii) terminate this Policy in accordance with the Policy Termination provision of this Policy. If We elect to continue this Policy, the new Monthly Aggregate Factor(s) and Individual Excess Risk Monthly Premium Rate will be effective on the date specified by Us.

EMPLOYEE BENEFIT PLAN AMENDMENTS: You must give Us written notice of any amendment to the Employee Benefit Plan at least 31 days prior to the effective date of the amendment. If the amendment changes the benefits under the Employee Benefit Plan, Your Monthly Aggregate Factor(s) and Individual Excess Risk Monthly Premium Rate as shown on the Excess Risk Schedule will be recalculated. Any revision to Your Monthly Aggregate Factor(s) or Individual Excess Risk Monthly Premium Rate due to an amendment will become effective on the effective date of the amendment. If We do not receive notice from You prior to the effective date of the Plan amendment, We will determine if benefits are payable based on Your Monthly Aggregate Factor(s) and Individual Excess Risk Monthly Premium Rate calculated (1) without the amendment or (2) with the amendment, whichever is greater.

PREMIUM AND CLAIM PROVISIONS

PAYMENT OF PREMIUMS: You must pay the premium for this Policy to Us on or before the Premium Due Date specified in the Excess Risk Schedule.

GRACE PERIOD: A Grace Period of 45 calendar days will be allowed for the payment of each premium due after the first premium has been paid. This Policy will continue in force during the Grace Period. If a premium is not paid by the end of the Grace Period, this Policy will terminate as of the last date for which premium was paid. We may deduct the amount of any premium due for a Grace Period from any benefit We may owe You under this Policy.

PREMIUM RATES: The initial premium rates are stated in the Excess Risk Schedule. We may change the premium rates:

- A. Whenever You amend or materially change the Employee Benefit Plan; or
- B. When this Policy is amended; or
- C. On any Premium Due Date after the first Contract Period.

PREMIUM DATA: You must provide a report to Us with each premium payment, in a form satisfactory to Us, that lists:

- A. The number(s) of participants in the Employee Benefit Plan on the first day of the Benefit Month, as categorized under Coverage Description on the Excess Risk Schedule; and
- B. The amount of premium paid.

You acknowledge and understand that We use such premium data reports solely to process premium. Such premium data reports do not replace any report required, or which may be required, under the Reporting Requirements provision of this Policy.

PROOF OF LOSS: You or the Claim Administrator must request payment and provide complete and accurate Proof of Loss, in form and content acceptable to Us, to support a claim within 180 calendar days after the end of the Coverage Period. We may deny any claim(s) received after the end of the 180 calendar day period. However, any claim that is either submitted, or that remains incomplete, more than 180 days after the termination of this Policy will be denied.

PAYMENT OF CLAIMS: All benefits payable under this Policy will be paid to You and to no one else.

REPORTING REQUIREMENTS: You are required to provide periodic reports to Us as described below.

For Individual Excess Risk benefit reporting, You or the Claim Administrator must give notice to Us when the total amount of Eligible Individual Excess Risk Expenses Paid by You for a Covered Person or Covered Dependent equals or exceeds 50% of the Individual Excess Risk Deductible, or has the potential to exceed 50% of the Individual Excess Risk Deductible. Your failure to provide prompt notice may result in an adjustment of any Individual Excess Risk benefits payable to You, if any, to reflect any savings We could have obtained had prompt notice been given. Similar reporting shall be required for any Eligible Excess Risk Expenses Paid for a Covered Person or Covered Dependent subject to a deductible separate from the Individual Excess Risk Deductible as an Individual Adjusted Deductible as shown on the Excess Risk Schedule.

You or the Claim Administrator are required to provide Us with notice of any potential Individual Eligible Excess Risk claim within 31 days of the date:

- A. Covered Person's or Covered Dependent's Eligible Incurred Expenses exceed 50% of the Individual Excess Risk Deductible; or
- B. You or the Claim Administrator or Your medical management, utilization review, Prescription Drug Plan, precertification vendors, or any other party acting on Your behalf, are notified that a Covered Person or Covered Dependent has been diagnosed with, or treated for, a catastrophic condition which, if Paid, would result in an Eligible Expense under this Policy that would equal or exceed 50% of the Individual Excess Risk Deductible.

PREMIUM AND CLAIM PROVISIONS

For Aggregate Excess Risk benefit reporting, You or the Claim Administrator are required to provide Us with a monthly report that lists:

- A. The total amount of Eligible Aggregate Excess Risk Expenses Incurred within the Coverage Period by any Covered Person or Covered Dependent and Paid by or on behalf of You during that Benefit Month; and
- B. The number(s) of participants in the Employee Benefit Plan on the first day of the Benefit Month, as categorized under Coverage Description as shown on the Excess Risk Schedule. The Aggregate Benefit Report must be provided to Us within 31 days after the end of each Benefit Month.

TERMINATION AND RENEWAL PROVISIONS

POLICY TERMINATION: This Policy will terminate on the earliest of the following circumstances:

- A. If You fail to pay the required premium by the end of the Grace Period, this Policy will terminate in accordance with the Premiums provision of this Policy.
- B. If the Employee Benefit Plan terminates, this Policy will terminate on the date the Employee Benefit Plan terminates.
- C. If You fail to maintain a minimum of 100 Covered Persons covered under the Employee Benefit Plan at any time during the Contract Period, We may elect to terminate this Policy at the end of the first month during which there are less than 100 enrolled Covered Persons.
- D. This Policy will terminate at the end of the Contract Period unless You and We agree in writing to renew this Policy.
- E. If You or the Claim Administrator fail to satisfy any of its obligations under this Policy, We reserve the right to terminate this Policy by giving You 60 days advance written notice.
- F. We may terminate this Policy at the end of the Contract Period by providing You 45 days advance written notice.

We will not refund any portion of the premium paid by You if this Policy terminates during a Contract Period.

If this Policy terminates prior to the end of the Contract Period, the Contract Period will be revised to end on the date of the effective date of the termination of the Policy and any specified number of months of the Coverage Period as shown on the Excess Risk Schedule will be reduced by the number of months by which the original Contract Period was shortened.

REQUIREMENTS TO RENEW COVERAGE: If this Policy terminates, You may request that it be renewed. This Policy may not be renewed unless We approve Your request for renewal and all of the following conditions are satisfied:

- A. The number of Covered Persons enrolled in the Employee Benefit Plan must equal or exceed the minimum enrollment shown on the Excess Risk Schedule;
- B. You must furnish Us with information showing monthly Paid claims and enrollment data, organized by covered benefit;
- C. You must furnish Us with large claim information, including amount and diagnosis for any Covered Person or Covered Dependent, pursuant to the terms of the Disclosure Agreement;
- D. You must furnish Us with a census of all Covered Persons and Covered Dependents;
- E. You must furnish Us with a summary of the number of Covered Persons by residence zip code; and
- F. You must furnish Us with a summary report of Your Managed Care Networks(s), setting forth the average hospital discounts per day.

Our approval to renew the Policy may be subject to terms, conditions and limitations. If we renew this Policy, We will furnish You with a revised Excess Risk Schedule.

GENERAL PROVISIONS

NON-PARTICIPATING: This Policy does not pay a dividend and shall not be entitled to share in Our surplus earnings.

ENTIRE CONTRACT: The entire contract between You and Us consists of:

- A. The Policy;
- B. Your Excess Risk Application (a copy of which is attached to this Policy when issued);
- C. The Excess Risk Schedule;
- D. The signed Disclosure Agreement (a copy of which is attached to this Policy when issued); and
- E. Any Endorsements included with and made part of this Policy.

All statements made by You shall be deemed representations and not warranties. No such statement shall be used in defense to a claim under this Policy unless it is contained in the written Excess Risk Application or Disclosure Agreement and is signed by You or is attached to this Policy.

MISREPRESENTATION: If:

- A. You make any material misstatement, omission or misrepresentation, whether intentional or unintentional, in the information or documentation that You, the Claim Administrator or any other party acting on Your behalf provide to Us, and which We rely upon during the underwriting of this Policy; or
- B. After this Policy is issued, We learn of any expense or claim that was Incurred or Paid, but not reported to Us during the underwriting of this Policy, then, in such event:

We reserve the right to deny any such claim, rescind this Policy or to revise the premium rates, deductibles, and terms, conditions and limitations of this Policy in accordance with Our underwriting practices in effect at the time the Policy was underwritten. Any such revisions may be made retroactive to the Policy Effective Date.

LEGAL ACTION: Legal action may not be taken to receive benefits until 60 days after the date Proof of Loss is received in accordance with the terms of this Policy. Legal action must be taken within 3 years after the date Proof of Loss is submitted.

This Policy is deemed made in the state in which it was delivered, as shown on the face page of this Policy. Any lawsuits brought by either party against the other related to this Policy must be brought in that state and settled according to its laws.

ASSIGNMENT: You may not assign, pledge or transfer, in whole or in part, this Policy or any interest therein or any benefits payable hereunder without Our prior written consent. Any such action will be void and of no effect.

CLERICAL ERROR: No clerical error, whether made by You, the Claim Administrator, or Us, that relates to recordkeeping, reporting, payment of benefits or premiums, will invalidate coverage otherwise validly in force or continue coverage otherwise validly terminated. However, upon discovery of such error or delay an equitable adjustment of premiums or benefits will be made. In the event that claims data and/or enrollment information furnished to Us is missing or incorrect, We have the right to recalculate the Monthly Aggregate Factor(s) and Individual Excess Risk Monthly Premium Rate as shown on the Excess Risk Schedule using the corrected information.

A clerical error is a mistake in performing a clerical function, such as typing, but does not include Your acts or Your failure to comply with the provisions of the Employee Benefit Plan or this Policy. This paragraph shall not be construed in any way to impair Our rights under the Misrepresentation provision of this Policy.

POLICY AMENDMENTS/CHANGES: We may amend this Policy on any renewal date. No change in this Policy is valid unless it is approved and signed by one of Our designated corporate officers or an Assistant Secretary. Insurance producers do not have the right to change this Policy, waive any of its provisions, or bind Us in any way.

YOUR BANKRUPTCY OR INSOLVENCY: Eligible Excess Risk Expenses will not be affected by Your bankruptcy or insolvency. In the event of Your bankruptcy or insolvency, subject to the terms, conditions and limitations of this Policy, We may pay to Your receiver, trustee, liquidator or legal successor amounts otherwise payable under this Policy.

GENERAL PROVISIONS

We will make such payments only if You have paid all required premiums and have Paid all eligible expenses under the Employee Benefit Plan, and have complied with all Your obligations under this Policy. Nothing in this section shall increase Our liability beyond that which would have existed had You not become insolvent or bankrupt.

INDEMNIFICATION: You agree to indemnify, defend and hold Us harmless from any liability, damages of any kind, interest, penalties, or expenses (including without limitation, attorney's fees) arising from, relating to or concerning in any way whatsoever, any dispute or legal action by or involving a Covered Person, Covered Dependent, or a provider of services to a Covered Person or a Covered Dependent.

CONFORMITY WITH STATE STATUTES: Any provision of this Policy which, on the Effective Date of this Policy, conflicts with any law of the state where this Policy is delivered, shall be deemed to be automatically amended to conform to the minimum requirements of such law.

REIMBURSEMENT: Your rights under the Employee Benefit Plan to recover sums Paid during the Coverage Period on behalf of a Covered Person or Covered Dependent, are assigned by You to Us to the extent of any benefits paid under this Policy. You agree to promptly recover such sums, at Your cost, by initiating legal action or other effective means. Within 10 days of initiating any action or other means for recovery, You shall notify Us, and We shall have the right to intervene in any suit or other proceeding to protect Our reimbursement rights. Any recovery, whether by settlement, judgment, or otherwise, shall be treated as a reduction of Eligible Excess Risk Expenses by You for the Coverage Period during which it was reported and We shall be entitled to receive full reimbursement to the extent of benefits paid under this Policy.

REINSTATEMENT: If this Policy is terminated for non-payment of premium, We reserve the right to reinstate it as of the date it terminated upon payment of all outstanding premium. You must furnish all information requested by Us before We will consider reinstating this Policy. Reinstatement may be subject to terms, conditions and limitations.

NO THIRD PARTY BENEFICIARY: The Policy is issued by Us to You, and to no one else. The provisions of this Policy are not intended to confer any benefits upon any person or entity other than You, and no person or entity is an intended third party beneficiary of this Policy.

PREPARATION OF POLICY: Because You and We are both sophisticated entities, in the event of an ambiguity in or dispute regarding the interpretation of this Policy, interpretation of this Policy shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty or against the drafter, and both You and We expressly agree that in the event of an ambiguity or dispute regarding the interpretation of this Policy, the Policy will be interpreted as if both You and Us had fully participated in the negotiation and preparation of this Policy.

MISCELLANEOUS PROVISIONS

REIMBURSEMENT OF CERTAIN FEES: Eligible Excess Risk Expenses will also include the following fees Incurred and Paid by the Plan Sponsor, if approved **in advance** of claim by Us:

- A. Hospital bill audits;
- B. Access to non-directed provider networks;
- C. Negotiation of out-of-network bills; and
- D. Cost Containment Vendors.

Such fees shall be considered Eligible Excess Risk Expenses only if You can demonstrate to Us that the services that generated the fees resulted in a cost savings to the Employee Benefit Plan and Us. If You can demonstrate such a cost savings, We will consider such fee an Eligible Excess Risk Expense, up to 25% of such cost savings per Covered Person or Covered Dependent.

STATE ASSESSMENT LOADS: State and Federal laws may assess excess risk insurance carriers based on the number of that state's residents who are covered under excess risk policies. We shall have the right to increase premium rates to cover expected state assessment costs, based on the most current applicable assessment rates.

STATE HEALTH CARE SURCHARGES: If You pay a state health care surcharge in connection with the payment of Eligible Excess Risk Expenses, the health care surcharge shall be considered an Eligible Excess Risk Expense provided that the charges were submitted and duly noted as such. Penalties or fines associated with the health care surcharge or the underlying expenses will not be considered Eligible Excess Risk Expenses.

INDEPENDENT REVIEW ORGANIZATION EXTENDED BENEFIT: In the event Eligible Excess Risk Expenses are Paid for a Covered Person or Covered Dependent due to a reversal by an Independent Review Organization of a previous denial of such expenses, and such covered expenses are then Paid after the Coverage Period, the Coverage Period to pay such expenses will be extended for a period not to exceed 12 months. We will consider the date the claim was denied as the "Paid" date under this Policy, provided:

- A. Such expenses are not eligible under any other coverage; and
- B. Such expenses are otherwise payable under the terms of this Policy.

When Eligible Excess Risk Expenses are Paid pursuant to the terms, conditions and limitations of this Independent Review Organization Extended Benefit, such expenses will relate back to the Coverage Period in which they were Incurred and will be excluded from any other Coverage Period.

If You terminate this Policy for any reason prior to 12 months following the Effective Date shown on the Excess Risk Schedule, this provision will not apply.

CLAIM ADMINISTRATOR RESPONSIBILITIES: The Claim Administrator acts on Your behalf of and as Your agent. If claims are Paid by a Claim Administrator, We may require that You provide Us with any information possessed by the Claim Administrator that will assist Us in administering this Policy.

For Individual Excess Risk Insurance this includes but is not limited to:

- A. When expenses, Paid and/or pending, for a Covered Person or Covered Dependent exceed 50% of the Individual Excess Risk Deductible;
- B. Notification, regardless of the deductible amount, of any potential or planned organ transplant;
- C. Claim or claim report for any Covered Person or Covered Dependent who exceeds the Individual Excess Risk Deductible applicable to such Covered Person or Covered Dependent;
- D. Transplant contracts, case management notes, and any other documentation that may be needed in order for Us to properly determine how the Claim Administrator adjudicated the claim. If such items are considered proprietary by the Claim Administrator a written statement from the Claim Administrator providing the substance of the requested items may be accepted

Similar reporting shall be required for any Eligible Excess Risk Expenses Paid for a Covered Person or Covered Dependent subject to a deductible separate from the Individual Excess Risk Deductible as an Individual Adjusted Deductible as shown on the Excess Risk Schedule.

MISCELLANEOUS PROVISIONS

If Aggregate Excess Risk Insurance is included, Claim Administrator's Responsibilities also include, but are not limited to, submitting a monthly report to Us in a format acceptable to Us showing the total amount of claims Paid and enrollment numbers.

You are solely responsible for the actions of the Employee Benefit Plan administrator, the Claim Administrator, and any other agent of Yours. The Claim Administrator acts on Your behalf, and not on Our behalf. The Claim Administrator is not Our agent. We are not responsible for any compensation owed to, or claims by, the Administrator or other insurance producers for services provided to, or on behalf of, You or the Employee Benefit Plan. This Policy does not make Us a party to any agreement between You and the Claim Administrator, nor does it make the Claim Administrator a party to this Policy.

CLAIM AUDIT: We may periodically examine any of Your or the Claim Administrator's records relating to the benefits under this Policy and any claims filed under the Employee Benefit Plan. We have the right to audit all claims with respect to Eligible Excess Risk Expenses Paid under the Employee Benefit Plan, in the event a claim for benefits is made under this Policy.

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

INDIVIDUAL ADVANCED FUNDING ENDORSEMENT

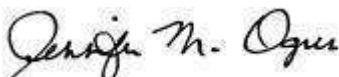
At Your written request, We will advance Our payment of Eligible Individual Excess Risk Expenses that exceed the Individual Excess Risk Deductible ("Advance Funding") provided **all** of the following conditions are met:

- A. The Individual Excess Risk Deductible for a Covered Person or Covered Dependent has been met;
- B. Claims submitted for Individual Advanced Funding must be determined By Us to (i) have been reviewed and fully approved by the Claim Administrator and (ii) be ready for payment;
- C. Each request for Individual Advanced Funding must total more than \$ 20,000 per Covered Person or Covered Dependent;
- D. This Endorsement will not apply during the last month of the Coverage Period.
- E. Any remaining Individual Advanced Funding funds that are not used by You to pay eligible expenses due to any type of discounting, rebating or other type of claim reduction or refund, must be repaid by You to Us within 10 business days after payment of such Eligible Individual Excess Risk Expenses;
- F. We have the right to confirm, with providers, the Claim Administrator, or other claim administrators, the amount and the fact that payments have been made for which Advanced Funding has been requested;
- G. You or the Claim Administrator agree to immediately pay the eligible expenses to the provider of services upon Our determination of Our liability for the Individual Excess Risk claim and notification to You or to the Claim Administrator;
- H. If We request, You agree to send Us copies of proof of payment of eligible expenses; and
- I. Premium must be paid through the month in which the claim was submitted.

All other terms, conditions and limitations of the Excess Risk Policy apply to this Endorsement.

In the event of a conflict between the terms, conditions and limitations of this Endorsement and the Excess Risk Policy, this Endorsement will control.

This Endorsement is made part of the Policy to which it is attached.



Secretary

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

PLAN MIRRORING COORDINATION ENDORSEMENT

Upon receipt of Proof of Loss acceptable to Us, We will reimburse You for payments of Eligible Excess Risk Expenses under Your Employee Benefit Plan that are:

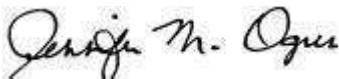
- A. Paid according to the terms of Your Employee Benefit Plan; and
- B. Incurred and Paid during the Coverage Period shown on Your current Excess Risk Schedule.

The expenses Paid by You shall be considered Eligible Excess Risk Expenses, but will be subject to the exclusions A, C, D, E and G of the Exclusions and Limitations section of the Excess Risk Policy.

All other terms, conditions, and limitations of the Excess Risk Policy apply to this Endorsement.

In the event of a conflict between the terms, conditions and limitations of this Endorsement and the Excess Risk Policy, this Endorsement will control.

This Endorsement is made part of the Policy to which it is attached.



Secretary

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota, 55440

RENEWAL RATE CAP ENDORSEMENT

If the Excess Risk Policy is renewed, We guarantee that Your Individual Excess Risk premium rate will not be increased more than 50% over the Monthly Premium Rate shown on the Excess Risk Schedule, provided that:

- A. The Employee Benefit Plan contains no changes that materially alter the risk under Your current Excess Risk Policy issued by Us;
- B. The renewal Excess Risk Policy contains no Material Changes from the current Policy, including, but not limited to, changes to: (i) the length of the Contract Period, (ii) Eligible Excess Risk Expenses, (iii) coverage for retirees, (iv) the Individual Excess Risk Deductible, (v) the Coverage Period, (vi) the Benefit Percentage, (vi) the commission payable, (vii) the Plan Sponsor's Claim Administrator, or (viii) Managed Care Networks, or (ix) the Individual Excess Risk Annual Maximum;
- C. There are no Material Changes between the demographic distribution of the group covered under the Your current Excess Risk Policy and the group covered under the renewal Excess Risk Policy;
- D. No new unit, division, subsidiary, affiliated company or class of Covered Persons or Covered Dependents is added to this Excess Risk Policy; and
- E. There is no change in any assessment or tax levied against Us by the state in which this Excess Risk Policy was delivered.

We reserve the right to determine whether any of the changes described in clauses (A) through (E) above constitute a Material Change. If We determine that any change is material, the Renewal Rate cap will be adjusted by Us accordingly.

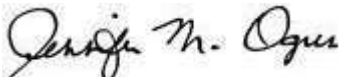
After the initial two Contract Periods, We reserve the right to revise the deductibles and any other terms, conditions and limitations of this Policy.

Upon renewal, We will not apply any new Individual Adjusted Deductible unless requested to do so in writing by You.

All other terms, conditions and limitations of the Excess Risk Policy apply to this Endorsement.

In the event of a conflict between the terms, conditions and limitations of this Endorsement and the Excess Risk Policy, this Endorsement will control.

This Endorsement is made part of the Policy to which it is attached.



Secretary

Privacy Notice



FACTS

WHAT DOES VOYA FINANCIAL DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and account balance • Assets and transaction or loss history • Investment experience and employment information
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Voya chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Voya share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, detect and prevent fraud, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness	No	We don't share
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

To limit our sharing	• Call our toll-free number (855) 685-9519 – our menu will prompt you through your choice Please note: If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
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Questions?	Call the telephone number listed on your statements and other correspondence or go to http://voya.com/contact-us
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Privacy Notice



Page 2

Who we are	
Who is providing this notice?	This notice is provided by certain companies owned by Voya Financial, Inc. A list of these companies is provided at the end of this notice.
What do we do	
How does Voya protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Voya collect my personal information?	We collect your personal information, for example, when you • open an account or give us your contact information • apply for insurance or seek advice about your investments • tell us about your investment or retirement portfolio We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • sharing for affiliates' everyday business purposes – information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with the Voya name; financial companies such as Voya Retirement Insurance and Annuity Company; and nonfinancial companies such as Voya Services Company.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • Voya does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • Voya does not jointly market.
Other important information	
If you live in California or Vermont, we will obtain your affirmative consent to share your personal information with nonaffiliates who do not currently assist us in servicing your account or conducting our business. If you are a participant in a retirement plan sponsored by your current or former employer, our contract with your plan sponsor may contain additional restrictions on the use or sharing of your personal information.	
Voya affiliates	
This notice is provided by: Directed Services LLC; Midwestern United Life Insurance Company; ReliaStar Life Insurance Company; ReliaStar Life Insurance Company of New York; Security Life Assignment Corp.; Security Life of Denver Insurance Company; Voya America Equities, Inc.; Voya Capital Corporation, LLC; Voya Financial, Inc.; Voya Financial Partners, LLC; Voya funds; Voya Funds Services, LLC; Voya Institutional Plan Services, LLC; Voya Institutional Trust Company; Voya Insurance and Annuity Company; Voya Investments, LLC; Voya Investments Distributor, LLC; Voya Retirement Advisors, LLC; Voya Retirement Insurance and Annuity Company	



Staff Report: 203-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/12/2022

SUBJECT Approval of Requests for Paid Time Off (PTO) Cash-out

Key Points

- Claim vouchers are presented for Council's consideration for employee groups that do not have PTO cash-out included in their collective bargaining agreement provisions.
- Office and Professional Employees International, Local 11, AFL-CIO (OPEIU), American Federation of State, City and Municipal Employees, Local 307VC, AFL-CIO (AFSCME) and Joint Labor Coalition consisting of Teamsters, Local #58, IAM District Lodge #W24, Plumbers and Steamfitters and Local #290 (JLC), and Vancouver Fire Department Guild (VFDG), hereinafter "Unions," do not have PTO cash-out provisions in their respective contracts. The City makes a determination whether to allow the cash out annually based on the financial and economic situations for these groups.
- Companion to claim vouchers is a roster of PTO cash-out for Council's approval.
- Employees of the City of Vancouver accrue Paid Time Off (PTO) in accordance with City Policy as a benefit of employment.
- Employee PTO banks represent a future liability that the City has the capacity to pay down at present day values. Payments will be carried out contingent upon City Council approval of the claims voucher.

Strategic Plan Alignment

N/A

Present Situation

Employees of the City of Vancouver accrue Paid Time Off (PTO) in accordance with City policy or their applicable Collective Bargaining Agreement as a benefit of employment. The City's leave policies assist in attracting and retaining exceptionally talented staff. Relative Union contracts do not have PTO cash-out provisions in their respective contracts. Based on the City's financial position at the end of the year, the City makes determination of whether to afford this opportunity to the Union employees on a one-time basis. Approval of PTO cash-outs does not create a precedent and is viewed by both parties as a one-time opportunity. There is an MOU between the

City and the labor groups confirming this understanding. If recommended, the City will bring the PTO cash out requests from these Union groups forward as a single claim voucher request once per year. Doing so has ensured the City's compliance with guidance from the Internal Revenue Service (IRS).

In 2022, the City is recommending to allow for PTO cash-outs to be approved for the respective Union employees. The City's financial position is sound at the end of 2022. Employee PTO banks represent a future liability that the City has the capacity to pay down today, at present day values, in the amounts requested. Approving the requested PTO cash outs at present day values is, therefore, consistent with the City's commitment to 'pay as we go' with sound financial stewardship.

Advantage(s)

Approval of the Resolution buys down future PTO bank liability at present day value and supports making the City of Vancouver an employer of choice for attracting and retaining exceptionally talented staff.

Disadvantage(s)

Approval of the Resolution and payment of the requested PTO Cash Out requests will reduce the City's cash balances. However, PTO banks represent a future liability for the City and capacity exists within the 2022 budget to buy down this future liability at present day salary schedules.

Budget Impact

Approval of this Resolution will result in an unanticipated cost to the City of \$155,150.40. However, it has been confirmed that sufficient budget exists in the 2022 budget to cover the cost associated with this action. No additional budget will be requested to cover this cost.

Prior Council Review

None

Action Requested

Approve Cash Out of the PTO hours specified in the 2022 PTO Cashout Spreadsheet attached to the staff report concurrent with approval of payment vouchers.

Lisa Takach, Human Resources Director, 360-487-8611

ATTACHMENTS:

- ▣ PTO Cash Out Spreadsheet

Attachment A: PTO Cashout Spreadsheet

Employee Count	Employee	Union	Cashout Hours		Employee Count	Employee	Union	Cashout Hours
1	Aske, Cory	OPEIU	64		31	Mairs, Tad	OPEIU	60
2	Atkinson, Marcia	OPEIU	80		32	Margicin, Brandon	OPEIU	70
3	Balhorn, Norman	AFSCME	60		33	McGrath, David	AFSCME	80
4	Batt, Donna	OPEIU	80		34	Meuchel, Andy	OPEIU	80
5	Beach, Robert	AFSCME	80		35	Oftedahl, Matt	OPEIU	40
6	Brodie, Elizabeth	AFSCME	60		36	O'Meara, Daniel	AFSCME	20
7	Brooks, Demetrius	AFSCME	45		37	Parr, Krystle	OPEIU	80
8	Brooks, Rebecca	OPEIU	80		38	Petersen, Lisa	OPEIU	80
9	Brown, Jeff	OPEIU	80		39	Peterson, Daren	AFSCME	80
10	Buckland, Cyle	AFSCME	80		40	Ramirez, Tracie	OPEIU	80
11	Bullinger, James	AFSCME	80		41	Renner, John	AFSCME	80
12	Clukey, Linda	OPEIU	80		42	Salmi, Kevin	OPEIU	80
13	Crane, Stephanie	AFSCME	80		43	Schoessler, Janet	OPEIU	80
14	Crawford, Ian	AFSCME	80		44	Schrantz, Jeanne	AFSCME	80
15	Elliott, Kymberlee	OPEIU	70.78		45	Scott, Toby	AFSCME	80
16	Ellis, Sarah	OPEIU	5.07		46	Shrum, Michael	AFSCME	80
17	English, Dean	AFSCME	80		47	Skucas, Robert	AFSCME	80
18	Fabian, Brian	OPEIU	80		48	Stacks, Russ	AFSCME	80
19	Fung, Alan	OPEIU	80		49	Steinback, Heather	OPEIU	40
20	Grimes, Gary	OPEIU	80		50	Stockdale, Victoria	AFSCME	80
21	Hancock, Giff	OPEIU	80		51	Sweyer, Doug	AFSCME	80
22	Holly, Michael	OPEIU	80		52	Syverson, Julie	OPEIU	80
23	Imbery, Nick	OPEIU	80		53	Taylor, Yvonne	AFSCME	80
24	Jodoin, Tiffany	AFSCME	80		54	Thompson, Amanda	AFSCME	20
25	Krohling, Karen	AFSCME	14.38		55	Tucker, Johnie	AFSCME	80
26	Kuzmin, Leo	OPEIU	80		56	Waters, Roger	OPEIU	80
27	Leedom, Lance	AFSCME	80		57	Weber, Rob	AFSCME	80
28	Lindsley, Jeff	AFSCME	80		58	Wilson, Brian R.	Machinists	80
29	Lund, Kelly	AFSCME	22		59	Wooden, Paul	OPEIU	80
30	Magdaleno, Leticia	OPEIU	80		60	Wright, Carie	OPEIU	21



Staff Report: 204-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/12/2022

SUBJECT Award of grant funds from the Public, Education, and Government Capital Support Fund

Key Points

- Under the terms of the City's cable franchise agreement with Comcast, \$1.00 per month per residential cable subscriber is collected and can be used for grants to support capital equipment purchases by the designated Public, Education and Government (PEG) access providers.
- The City Council is being asked to approve \$359,514.15 in grants to TV ETC and \$229,438.00 to CVTV.

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 franchise agreements between the City of Vancouver, Clark County and Comcast Corporation provide for a capital contribution in the amount of \$1/month per subscriber for support of Public, Education, and Government (PEG) access and monthly transport costs for public I-NET users. This contribution may only be awarded to designated access providers and iNET users.

The Vancouver Educational Telecommunications Consortium ("TV ETC"), the Designated Access Provider for Education and Clark/Vancouver Television ("CVTV"), the Designated Access Provider for Government submitted applications for PEG capital support funds under the requirements established by the City/County Telecommunications Commission ("Commission"). In total, twelve proposals were received totaling \$588,587.47. Estimated funds available for distribution in 2023 are approximately \$600,000. The grant applications were reviewed by outside technical experts and the PEG Committee, a subcommittee of the Commission.

The Telecommunications Commission through Resolution 2022-003 (attached) recommends that Vancouver City Council award PEG Capital Support Funding as follows:

Applicant	Total Amount Requested	Total Amount Funded
TV ETC	\$359,149.47	\$359,514.15
CVTV	\$229,438.00	\$229,438.00
Total PEG Access Capital Grant Funds	\$588,587.47	\$588,952.15

Advantage(s)

1. Provides capital funds which will enhance local access programming on the Vancouver/Clark County Comcast Cable system.
2. Awards funds consistent with the requirement of the cable television franchise agreements with Comcast.
3. Provides a tangible community benefit consistent with objectives of the Telecommunications Commission.

Disadvantage(s)

None

Budget Impact

The PEG Capital Support Fund has approximately \$600,000 available for distribution in 2023. An appropriation for the proposed grant awards is included in the PEG Capital Support Fund, 2023-2024 biennial budget. Remaining unallocated funds will be carried forward for future grant awards.

Prior Council Review

None

Action Requested

On December 12, 2022, adopt a resolution, under the terms of the interlocal agreement between the City of Vancouver and Clark County, awarding from the PEG Capital Support Funds of \$359,514.15 to TV ETC and \$229,438.00 to CVTV. (Note: Under the terms of the Interlocal agreement between the City and the County, both Councils must approve the grants for funds to be awarded.)

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

ATTACHMENTS:

- ▣ 2023 PEG Grant Applications
- ▣ City Council PEG Resolution
- ▣ Telecommunications Resolution #2022-003

2023 PEG Grant Requests		
Project Name	Organization Name	Total Amount Requested
City Hall NDI Switcher Upgrade	CVTV	\$99,566
Clark County PSC NDI Switcher Upgrade	CVTV	78201
CVTV Small Mobile NDI MiniX	CVTV	51,671
McKenzie Stadium Broadcast Facility & Mobile	Evergreen PS	68,421.22
Moutian View High School Studio	Evergreen PS	22,318.43
Evergreen High School Studio	Evergreen PS	28,676.22
Heritage High School Studio	Evergreen PS	29,629.42
Live Event Broadcasting	Battle Ground	22,568.88
VPD TV Studio Update	Vancouver PS	31,572.40
Vancouver iTech Preparatory	Vancouver PS	11,588.89
Sports Broadcasting Expansion	Vancouver PS	118,654.08
TV ETC Control Room Upgrades	TV ETC	25,719.93
		\$588,587

12-12-22

RESOLUTION NO. _____

A RESOLUTION relating to cable television and to the award of Public, Educational and Governmental (“PEG”) capital contribution funds to The Vancouver Educational Telecommunications Consortium (“TV ETC”) and Clark Vancouver Television (“CVTV”) respectively, the designated educational and government access providers for the City of Vancouver.

WHEREAS, the PEG Capital Support Fund, has funds available and appropriated for the purpose of financing PEG capital purchases by designated access providers; and

WHEREAS, the Vancouver/Clark County Telecommunications Commission (“Commission”) adopted criteria for award and administration of PEG capital grants; and

WHEREAS, after review of applications for PEG capital grant awards from TV ETC, and CVTV, the Commission recommended in Resolution 2022-003 to Vancouver City Council an award from the PEG Capital Support Fund of \$359,514.15 to TV ETC and \$229,438.00 to CVTV for purchase of certain capital expenditures; and

WHEREAS, the City of Vancouver and Clark County entered into an interlocal agreement whereby the City administers PEG capital grants, but all grants will require approval by both the City and County Councils.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

RESOLUTION - 1

Section 1. As recommended in the City/County Telecommunications Commission Resolution 2022-003 attached hereto as Exhibit “A”, TV ETC and CVTV are hereby awarded grants to be paid from funds appropriated from the PEG Capital Support Fund for the capital purchases described as follows:

Applicant	Total Amount Requested	Total Amount Funded
TV ETC	\$359,149.47	\$359,514.15
CVTV	\$229,438.00	\$229,438.00
Total PEG Access Capital Grant Funds	\$588,587.47	\$588,952.15

Section 2. Award of the grants described in Section 1 is conditioned upon:

- A. Approval of such grants by the Clark County Council; and
- B. Compliance by TV ETC and CVTV with the PEG grant guidelines and criteria set forth in Vancouver/Clark County Telecommunications Commission Resolution 2022-003.

Section 3. The City Manager or the Manager’s designee is authorized to execute on behalf of the City all necessary agreements with TV ETC and CVTV to ensure compliance with the terms of the grant.

Section 4. Acts taken pursuant to this resolution but prior to its approval are hereby ratified and confirmed.

RESOLUTION - 2

ADOPTED at regular session of the Council of the City of Vancouver, on this 12th day of
December, 2022.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

Attachment: Exhibit “A” – Telecommunications Commission Resolution 2022-003

RESOLUTION - 3

City/County Telecommunications Commission

RESOLUTION 2022 – 003

Regarding Recommendations to Award PEG Capital Support Funds to Designated Access Providers TV ETC and CVTV

Section 1. Findings

- 1.1 Under the terms of the cable television franchise agreements between the City of Vancouver (“City”), Clark County (“County”) and Comcast of Washington V, LLC (“Comcast”) adopted June 2013, funding is available to support Public, Educational and Governmental (“PEG”) Access capital costs and monthly transport costs by public users related to the Institutional Network (“iNET”).
- 1.2 As stated in Section 9.9 “Support for Access Capital Costs” of the franchise, “During the term of this Agreement, Grantee (Comcast) shall provide for a maximum of one dollar (\$1.00) per month, per Residential Subscriber (the “Capital Contribution”) for Public, Educational and Governmental (“PEG”) Access capital.
- 1.3 The City/County Telecommunications Commission (“Commission”) is authorized under Section 5.19.300 of the Vancouver Municipal Code and under Clark County Code 36.12.160 to administer Ordinances and any Franchise granted pursuant to the implementation of Franchise compliance procedures.
- 1.4 The Commission’s authorized duties, pursuant to the codes mentioned in Section 1.3 of this Resolution, include “To have primary responsibility for advising the City and County regarding public, educational and governmental access programming including the development of processes for the selection of designated access providers, and for evaluating their performance, for assigning and designating access channels, for allocating access funds and for making written reports and recommendations to the City and County Councils.”
- 1.5 The Commission Chair appointed a subcommittee of the Commission to review applications from Designated Access Providers and present recommendations to the Commission, which if approved by the Commission, are forwarded to the Vancouver City Council and Clark County Council for review and action.
- 1.6 The Vancouver Educational Telecommunications Consortium (“TV ETC”), the Designated Access Provider for Education and Clark/Vancouver Television (“CVTV”), the Designated Access Provider for Government submitted applications to the Commission for PEG Capital Support Fund consideration.
- 1.7 Grant applications were reviewed by the PEG Committee in concert with outside experts who reviewed the applications from a technical perspective. The PEG Committee also met with each designated access provider to review the proposals.

- 1.8 The Committee presented their recommendations and findings to the Commission in the **Recommendations for the 2023 PEG Capital Support Grants** (Exhibit A) exhibit attached hereto. Estimated funds available for distribution in 2023 are approximately \$600,000.00. The Commission reviewed and approved the recommendations and findings of the PEG Committee as outlined in the report.

NOW, THEREFORE BE IT RESOLVED:

Section 2.

- 2.1 The Commission recommends, barring any substantial issues raised by the City and County governing boards, and upon signing the required PEG Capital Grant agreements, that TV ETC and CVTV be awarded PEG Capital Support Funds as follows:

Applicant	Total Amount Requested	Total Amount Funded
TV ETC	\$359,149.47	\$359,514.15
CVTV	\$229,438.00	\$229,438.00
Total PEG Grant Funds	\$588,587.47	\$588,952.15

The City/County Telecommunications Commission, through this Resolution, adopts the findings and recommendations contained herein and as outlined in Exhibit A: **Recommendations for the 2023 PEG Capital Support Grants**

- 2.2 The Commission directs staff to forward this Resolution and finalized copies of the **Recommendations for the 2023 PEG Capital Support Grants** to the Vancouver City Council and the Clark County Council, as well as to the applicants.
- 2.3 The Commission recommends that the Vancouver City Council and Clark County Council award funds to TV ETC and CVTV as outlined in this Resolution.

Approved (Date): ~~December 7, 2022~~



~~Doug Green, Vice Chair, City/County Telecommunications Commission~~

Robert Hinds

EXHIBIT "A" - Recommendations for the 2023 PEG Capital Support Grants



Staff Report: 205-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/12/2022

SUBJECT 2022 Comprehensive Plan and zoning map and text changes

Key Points

- State law requires local governments to annually review proposed Comprehensive Plan and zoning changes. Comprehensive Plan changes must be reviewed concurrently and only once per year. Zoning changes may be reviewed at any time.
- 2022 proposals consist of three Comprehensive Plan and zoning map changes, one Comprehensive Plan and related zoning text change, and 17 zoning code text changes. All but two were unanimously recommended for approval by the Planning Commission, with limited public testimony except where noted.

Strategic Plan Alignment

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

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

Present Situation

The following are proposed:

Map Change – Stutesman – Commercial/CG to Urban High Density/R-22 on 0.8 acres in the Vancouver Mall Neighborhood. Intended to allow future townhome development. Planning Commission recommended approval with 90-day effective period to allow additional time for existing mobile home residents to relocate.

Map Change - Schwartz – Urban Low Density/R-2 to Community Commercial/CC on 2.1 acres on 1st Street near the City of Camas border. Intended to allow expansion of an existing home business. Planning Commission recommended denial by 3-2 vote based on concerns that commercial zoning within residential area might hinder efficient redevelopment of adjacent large lot residences, would make future higher density residential options less likely, and is premature

given the pending Comprehensive Plan update.

Map Change - Lieser School Redevelopment - Urban Low Density/R-6 to Urban High Density/R-30 on 8.4 acres in the Vancouver Heights neighborhood. Intended to allow a larger school site redevelopment including a fire station, park, approximately 10 townhomes and 100 affordable rental housing units, and an Educational Opportunities for Children and Families (EOCF) early childhood development facility with childcare, offices, and a commercial kitchen.

Text Change - Evergreen, Camas, and Battle Ground School District Capital Facilities Plans - Adoption of the three District Capital Facilities Plans by reference into the City Comprehensive Plan, and adoption of associated School Impact Fees in VMC 20.915.060-1:

School District	Single Family	Multi-Family
Battle Ground	\$6,397 <u>\$10,760</u>	\$2,285 <u>\$3,845</u>
Camas	\$5,371 <u>\$6,650</u>	\$5,371 <u>\$6,650</u>
Vancouver	\$2,880 <u>\$2,786</u>	\$2,381 <u>\$2,486</u>

Additional Zoning Code Text Changes

1. Eliminate Central Park Overlay, VMC 20.503, which prevents properties from redeveloping in alignment with underlying zoning.
2. Update Solid Waste Disposal and Recycling Standards (VMC 20.970), including related changes to Narrow Lot Standards in VMC 20.927 and Cottage Cluster Developments in VMC 20.950, to reflect and codify existing practices.
3. Update and simplify temporary use standards under VMC 20.885.
4. Update VMC 20.960.060 Commercial District Signs to more clearly address signs located at the top of multistory buildings.
5. Update definitions of Residential Care and Adult Care Homes (VMC 20.150.040E and VMC 20.860.020.B.10.c) to increase allowances from 6 to 8 persons consistent with state law.
6. Add a senior housing definition in VMC 20.150.040A.
7. Clarify that Heights Plan District first floor minimum 16-foot requirements under VMC 20.670.040.B.2 apply to commercial and not residential uses.
8. Update and correct subdivision requirements (VMC 20.320.030.B.4.g and VMC 20.320.070.C.1.f).
9. Update Archaeological Resources requirements under VMC 20.710.020.
10. Correct definition of abutting under VMC 20.150.040A.
11. Correct cross reference in Infill Development Standards VMC 20.920.060.
12. Correct cross reference in SEPA standards under VMC 20.790.830.
13. Correct cross reference in Airport Height Overlay under VMC 20.570.
14. Correct outdated reference to Community and Economic Development Department Director in various Title 20 locations.
15. Correct Vancouver Lake Greenway map under VMC Figure 20.450-2 to reflect previously approved zoning map change.
16. Eliminate reference to outdated C-Tran document under VMC 20.430.030-1 footnote 8.
17. Update Planning, Engineering and Fire fees under VMC 20.180.060, 20.180.070, and

20.180.080 to eliminate outdated January 2022 fee listings, clarify language for tenant improvements, and separate out ROW permits for residential and commercial uses. Per City code, these were not reviewed by the Planning Commission. Annual CPI-based increases will be applied in 2023.

Advantage(s)

- Stutesman map change facilitates long term housing at a location near commercial and public services.
- Lieser School map change allows for redevelopment, including affordable housing, educational facilities, a park and fire station.
- Text changes allow for updated School Impact Fees and Capital Facilities Plans to provide for educational facilities, allow for development in the Central Park area to occur consistent with underlying zoning, and provide updated and corrected zoning standards overall.

Disadvantage(s)

- Stutesman map change creates likely future need for relocation of current on-site residents.
- School Impact fee increases will likely increase housing costs.

Budget Impact

Planning, Engineering, and Fire fee changes are estimated to generate approximately \$500,000 in 2023.

Prior Council Review

Council workshops were held on November 14 and November 28, 2022.

Action Requested

On December 12, 2022 approve Ordinance A (Stutesman Map Change), Ordinance B (Lieser School Map Change), and Ordinance C (Text Changes), setting date of second reading and public hearing for December 19, 2022.

Bryan Snodgrass, Principal Planner, 360-487-7946

ATTACHMENTS:

- ▢ Presentation
- ▢ Attachment A - Stutesman Ordinance
- ▢ Attachment B - Lieser Ordinance
- ▢ Attachment C - Fall 2022 Plan and Zone Text Change Ordinance
- ▢ Attachment D - Public Comments Received



Fall 2022 Comprehensive Plan and Zoning Amendments

December 19, 2022
Vancouver City Council
Public Hearing



Bryan Snodgrass
Principal Planner
Community Development Department

Presentation Overview

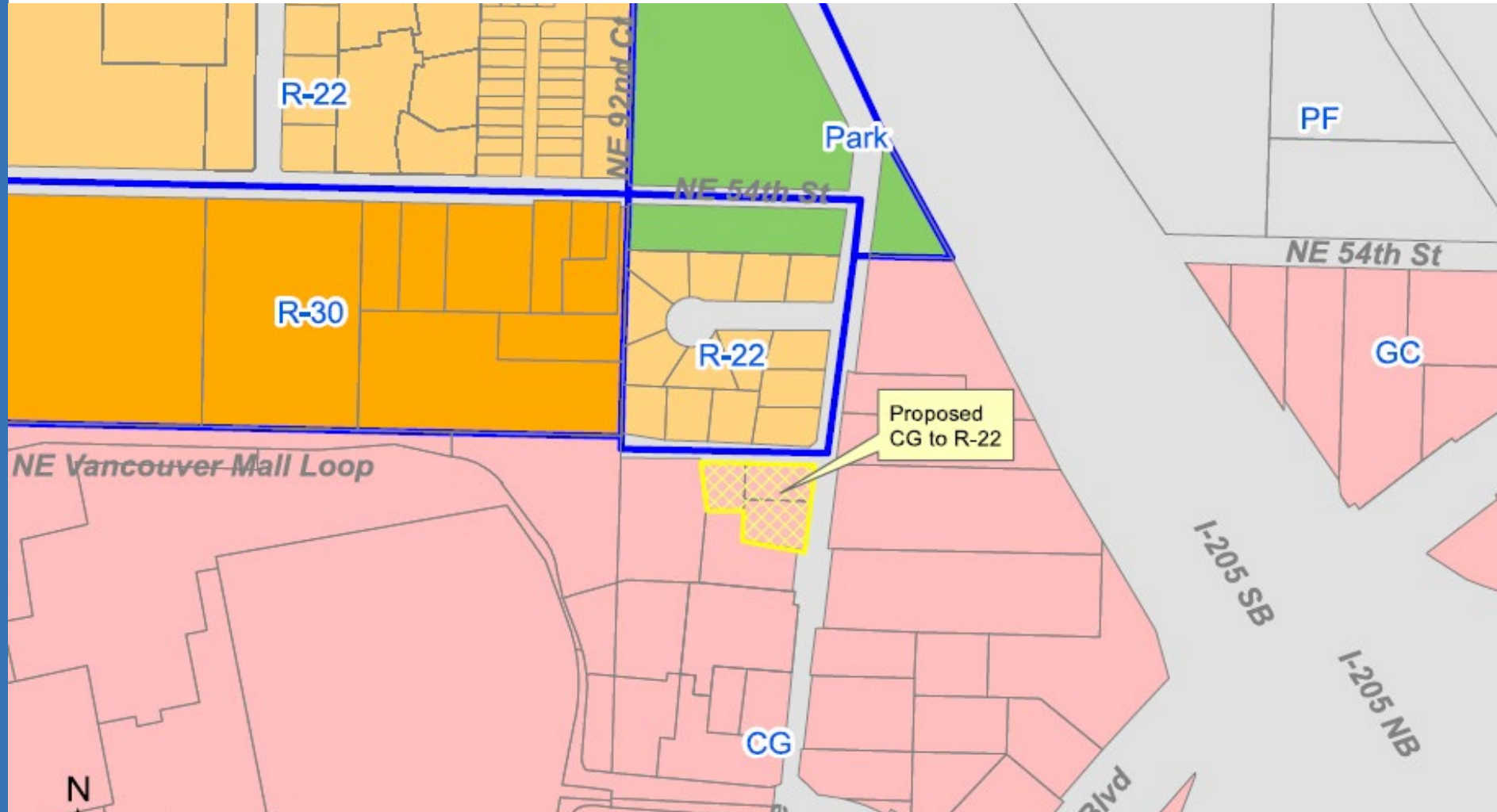
- Council public hearing review of three Comprehensive Plan and zoning map designation change requests, one Comprehensive Plan and associated zoning code text change, and 17 zoning code text changes.
- Separate Council hearing review and vote for each of three map changes, and one hearing review and vote for all text changes
- Unanimous recommendation for approval by Planning Commission on October 11, with two exceptions noted
- City Council workshops November 14 and 28, and first reading December 12



Stutesman
Plan/zone map
change –
CG to R-22
in the Van Mall
Neighborhood,
Intended to allow
11 townhome
units.



Stutesman Plan/zone map change - Vicinity Zoning



Stutesman Plan/zone map change - Background

- Located at a transition point between residential and commercial zoning districts
- Planning Commission recommended for approval:
 - Found site to be a good location to meet long term housing needs;
 - Indicated there is ample commercial zoning and commercial development nearby;
 - Concerns about displacement of existing mobile home tenants can be partially addressed by 90-day period until ordinance effective date to allow additional time for tenants to plan for relocation.
- No public testimony at hearing, one advance letter in opposition

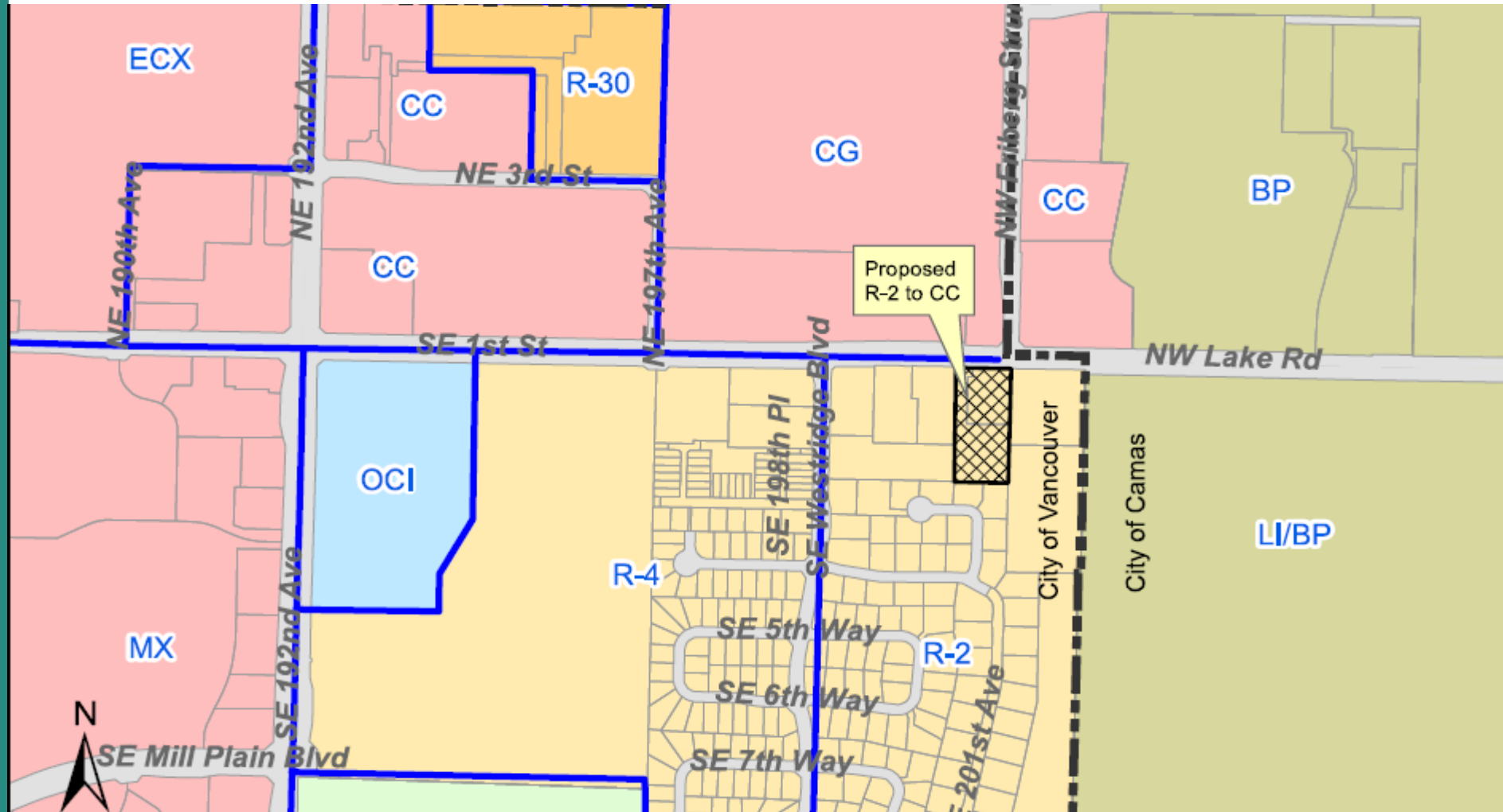
Stutesman Plan/zone map change - Return to Council

- Questions of staff
- Applicant presentation and public testimony
- Council deliberation and decision

**Schwartz
Plan/zone map
change - R-2 to
CC in East
Vancouver,
Intended to allow
expansion of
existing home
business.**



Schwartz Plan/zone map change - Vicinity zoning



Schwartz Plan/zone map change - Background

- Planning Commission recommended denial by 3-2 vote, based on concerns that commercial zoning at this site alone could hinder efficient redevelopment of abutting large homesites, preclude changes to higher density residential zoning, and is premature given pending Comprehensive Plan update.
- Applicant argued that the proposal meets rezone criteria, and 1st Street has developed and is more appropriate for commercial development rather than single family housing.
- No public testimony at hearing, one advance comment in opposition.

Schwartz Plan/zone map change - Vicinity Land Uses



Schwartz Plan/zone map change - Area Home Business Activity

- Old Chicago Street Rods listed by Google Maps at 20019 SE 1st Street east of rezone site
- No Home Occupation permit listings at rezone site or vicinity

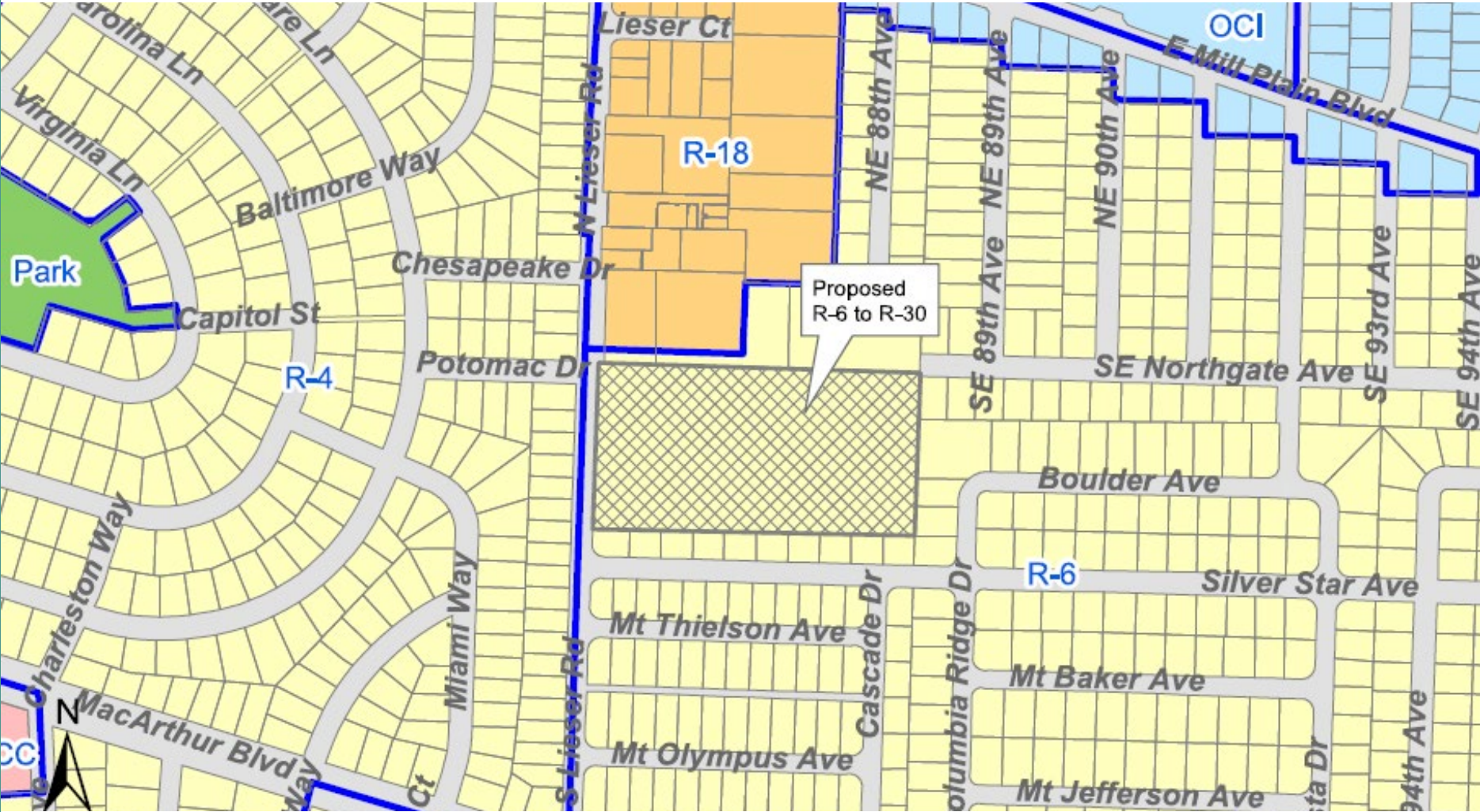
Schwartz Plan/zone map change - Return to Council

- Questions of staff
- Applicant presentation and public testimony
- Council deliberation and decision

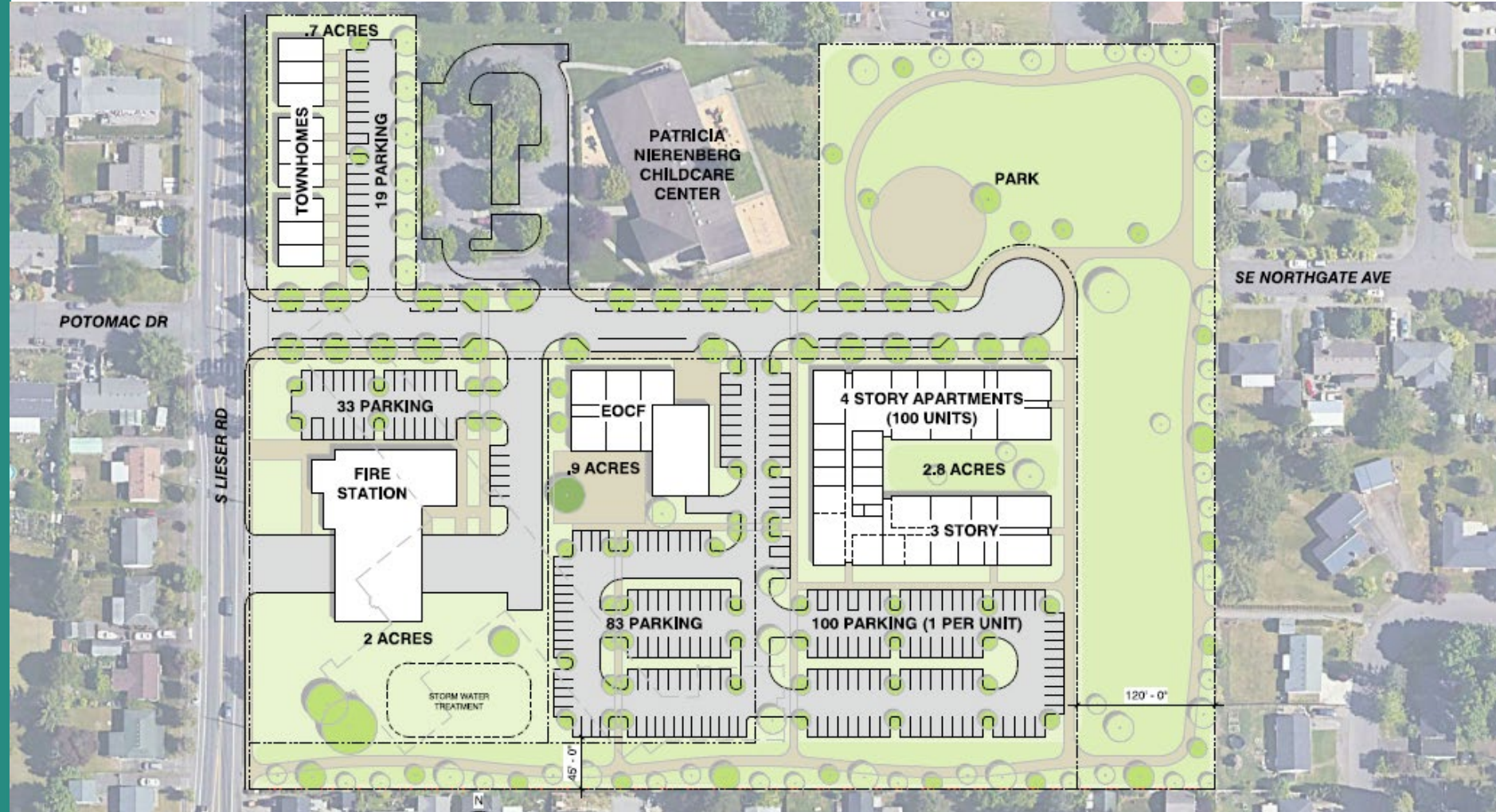
Lieser School -
R-6 to R-30 in
Vancouver
Heights
Neighborhood,
Intended to allow
redevelopment
including park,
fire station,
housing, EOCF
facility.



Lieser School Site -Vicinity zoning



Lieser School Site- Potential Future Site Plan



Lieser School site - Background

- Planning Commission recommended approval based on proposal's provision of affordable housing, on-site public facilities and services, and the various outreach events and activities conducted for the redevelopment proposal.
- Two persons testified at the hearing and one advance comment was received with concerns about traffic, services, neighborhood character, and a desire for additional information.

Lieser School Site – Return to Council

- Questions of staff
- Applicant presentation and public testimony
- Council deliberation and decision

School District capital facility plans and impact fee updates

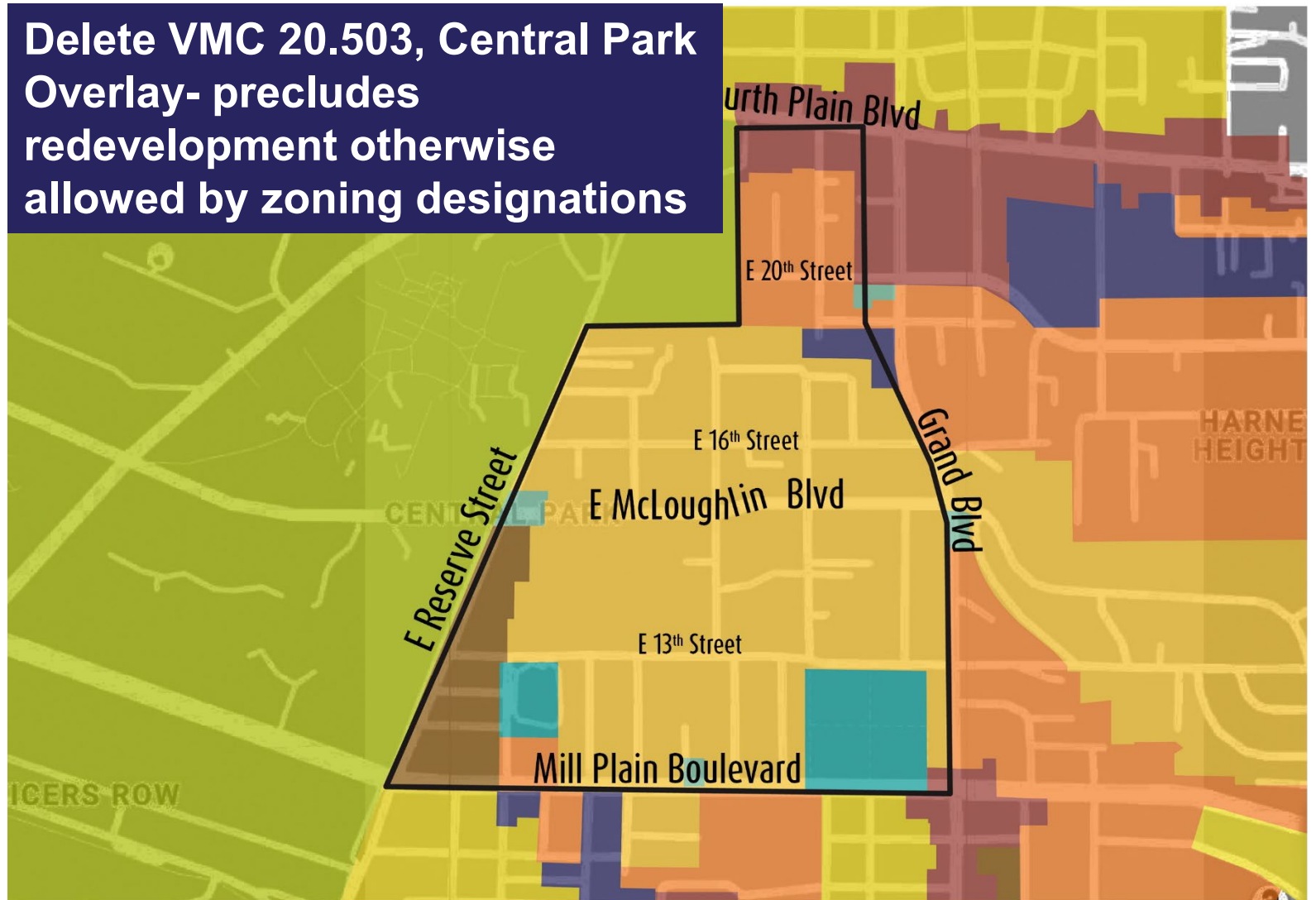
- Updated 6-year Battleground, Camas and Vancouver School Districts capital facilities plans proposed for adoption by reference in Appendix E of the Comprehensive Plan. Associated new School Impact Fees proposed in VMC Table 20.915.060-1:

School District	Single-Family	Multi-Family
Battle Ground	\$6,397 <u>\$10,760</u>	\$2,285 <u>\$3,845</u>
Camas	\$5,371 <u>\$6,650</u>	\$5,371 <u>\$6,650</u>
Vancouver	\$2,880 <u>\$2,786</u>	\$2,381 <u>\$2,486</u>

- No comments received

Zoning Code Text Changes - Central Park Overlay

Delete VMC 20.503, Central Park
Overlay- precludes
redevelopment otherwise
allowed by zoning designations



Zoning Codes



Central Park Overlay - background

- Overlay established in 2000 following request from Central Park N.A. 40% of neighborhood housing units estimated to be multi-family at the time.
- Overlay prohibits adding housing units through redevelopment, which has prevented homesites in multi-family zoned areas from developing as allowed by underlying zoning. Land divisions or ADUs in single family zone comprising most the residential area have been permitted.
- Overlay contains only two provisions. Restriction is unique citywide, and arguably inconsistent with City Comprehensive Plan goals addressing redevelopment and efficient use of land, and housing affordability crisis in recent years
- Residents and owners in Overlay area notified by postcard. Neighborhood Association contacted. Limited public feedback to date.

VMC Title 20 / Zoning Code Text Changes (cont.)

- 20.970, Solid Waste Disposal and Recycling Standards, 20.927, Narrow Lot Standards, and 20.950 Cluster Lot Development – Add solid waste related provisions codifying existing practices
- 20.885, Temporary Uses – Clarify and shorten existing standards
- 20.960, Commercial District Standards – Address signs on top of multi-story buildings
- 20.150, Residential Care Homes, and 20.860, Adult Care Homes – update definition to allow up to 8 persons rather than current 6, consistent with state guidance

VMC Title 20 / Zoning Code Text Changes (cont.)

- 20.150, Definitions – Add a senior housing definition
- 20.670, Heights District – Limit first floor 16-foot height minimum to commercial uses, not residential
- 20.320, Subdivisions – Delete sales history requirements, correct reference and typo
- 20.710, Archaeological Resources – Update Map
- 20.150, Definitions; 20.920, Infill Standards; 20.790, SEPA; 20.570, Airport Overlay; Various – Correct definitions and references

VMC Title 20 / Zoning Code Text Changes (cont.)

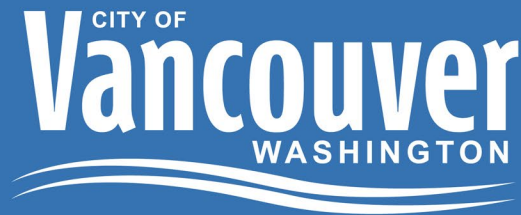
- 20.450. Update map embedded in zoning text to reflect zoning overlay map changes approved in 2021 for Port property near Vancouver Lake
- 20.430. Amend footnote allowance for affordable housing located near transit with 35-minute or less service intervals to eliminate reference to outdated C-Tran document
- 20.180.060, 20.180.070, 20.180.080. Update fees to eliminate outdated January 2022 fee listings, clarify language for tenant improvements, and separate out Right-of-Way permits for residential and commercial uses. Per City Code, VMC 20.180 fee changes were not reviewed by the Planning Commission.

Comprehensive Plan and Zoning Code Text Changes - Return to Council

- Questions of staff
- Applicant presentation and public testimony
- Council deliberation and decision

Questions and Discussion

Bryan Snodgrass, Principal Planner, Community Development Department
bryan.snodgrass@cityofvancouver.us, 360-487-7946



ATTACHMENT A: ORDINANCE FOR STUTESMAN MAP DESIGNATION CHANGE

12/12/22

12/19/22

ORDINANCE NO. M_____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designation for adjacent tax lots 158901000, 604757000, and 159762000, located in the City of Vancouver, Clark County, Washington at 5204 and 5206 NE 94th Avenue, and 9309 NE 52nd Street respectively; providing for severability; and providing for an effective date.

WHEREAS, an application for property-specific changes to Comprehensive Plan and zoning map designations was submitted to the City of Vancouver to change the Comprehensive Plan and zoning map designations on said properties from Commercial and CG to Urban High Density Residential and R-22; and

WHEREAS, the Vancouver Planning Commission reviewed the proposed map designation changes at duly advertised workshops on July 12, 2022 and September 13, 2022, and a duly advertised public hearing on October 11, 2022, and at which the Planning Commission voted 5-0 to recommend approval of the map designation change; and

WHEREAS, the City Council conducted a duly advertised workshop on November 14, 2022, a duly advertised first reading on December 12, 2022, and a duly advertised public hearing December 19, 2022, following which the Council wishes to adopt the Planning Commission recommendation for approval; and

WHEREAS, the cumulative impacts of proposal have been reviewed in conjunctions with other Comprehensive Plan change applications under consideration in 2022; and

WHEREAS, the cumulative environmental impacts of the proposed zoning change have been reviewed and determined to be nonsignificant pursuant to Chapter 43.21C RCW, the State Environmental Policy Act (SEPA) and a Notice of Determination of Non-Significance (DNS) was issued

ORDINANCE - 1

on September 22, 2022, with no comments or appeals to the DNS received; and

WHEREAS, the City Council finds and concludes that the proposed change is consistent with the balance of relevant criteria for Comprehensive Plan and Zoning Map Amendments (VMC 20.285), Mixed Use Master Plans (VMC 20.430.060) and Development Agreements (VMC 20.250) and is consistent with the policies and provisions of the Comprehensive Plan and Strategic Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff report for the October 11, 2022, public hearing, and subsequent deliberation are hereby adopted as the City Council's findings of fact.

Section 2. Comprehensive Plan Map Amendments. The Vancouver Comprehensive Plan Land Use Map, established as part of the Vancouver Comprehensive Plan 2011-2030, adopted through Ordinance M-3994, is amended to change the Comprehensive Plan Land Use Map designation of tax lots 158901000, 604757000, and 159762000, located in the City of Vancouver, Clark County, Washington at 5204 and 5206 NE 94th Avenue, and 9309 NE 52nd Street respectively, from Commercial to Urban High Density Residential.

Section 2 Zoning Code Map Amendments. The City of Vancouver Zoning Map established under VMC 20.130.020 is hereby amended to change the Zoning Map designation of tax lots 158901000, 604757000, and 159762000, located in the City of Vancouver, Clark County, Washington at 5204 and 5206 NE 94th Avenue, and 9309 NE 52nd Street respectively, from CG to R-22.

Section 5. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other

ORDINANCE - 2

person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 6. Effective Date. This ordinance shall go into effect 90 days after adoption.

Section 7. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Council Members

Read Second Time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2022

Anne McEnerny Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 3

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designation for adjacent tax lots 158901000, 604757000, and 159762000, located in the City of Vancouver, Clark County, Washington at 5204 and 5206 NE 94th Avenue, and 9309 NE 52nd Street respectively; providing for severability; and providing for an effective date.

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

ATTACHMENT B: ORDINANCE FOR LIESER SCHOOL REDEVELOPMENT MAP DESIGNATION CHANGE

12/12/22

12/19/22

ORDINANCE NO. M_____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designation for tax lot 37910411 located in the City of Vancouver, Clark County, Washington at 301 S. Lieser Road; providing for severability; and providing for an effective date.

WHEREAS, an application for property-specific changes to Comprehensive Plan and zoning map designations was submitted to the City of Vancouver to change the Comprehensive Plan and zoning map designations on said properties from Public Facility and R-6 to Urban High Density Residential and R-30; and

WHEREAS, the Vancouver Planning Commission reviewed the proposed map designation changes at duly advertised workshops on July 12, 2022 and September 13, 2022, and a duly advertised public hearing on October 11, 2022, and at which the Planning Commission voted 5-0 to recommend approval of the map designation change; and

WHEREAS, the City Council conducted a duly advertised workshop on November 14, 2022, a duly advertised first reading on December 12, 2022, and a duly advertised public hearing December 19, 2022, following which the Council wishes to adopt the Planning Commission recommendation for approval; and

WHEREAS, the cumulative impacts of proposal have been reviewed in conjunctions with other Comprehensive Plan change applications under consideration in 2022; and

WHEREAS, the cumulative environmental impacts of the proposed zoning change have been reviewed and determined to be nonsignificant pursuant to Chapter 43.21C RCW, the State Environmental Policy Act (SEPA) and a Notice of Determination of Non-Significance (DNS) was issued

ORDINANCE - 1

on September 22, 2022, with no comments or appeals to the DNS received; and

WHEREAS, the City Council finds and concludes that the proposed change is consistent with the balance of relevant criteria for Comprehensive Plan and Zoning Map Amendments (VMC 20.285), Mixed Use Master Plans (VMC 20.430.060) and Development Agreements (VMC 20.250) and is consistent with the policies and provisions of the Comprehensive Plan and Strategic Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff report for the October 11, 2022, public hearing, and subsequent deliberation are hereby adopted as the City Council's findings of fact.

Section 2. Comprehensive Plan Map Amendments. The Vancouver Comprehensive Plan Land Use Map, established as part of the Vancouver Comprehensive Plan 2011-2030, adopted through Ordinance M-3994, is amended to change the Comprehensive Plan Land Use Map designation at tax lot 37910411, located in the City of Vancouver, Clark County, Washington at 301 S. Lieser Road, from Public Facility to Urban High Density Residential.

Section 2 Zoning Code Map Amendments. The City of Vancouver Zoning Map established under VMC 20.130.020 is hereby amended to change the Zoning Map designation at tax lot 37910411, located in the City of Vancouver, Clark County, Washington at 301 S. Lieser Road, from R-6 to R-30.

Section 5. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part

ORDINANCE - 2

of this law are hereby declared to be severable.

Section 6. Effective Date. This ordinance shall go into effect 30 days after adoption

Section 7. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Council Members

Read Second Time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2022

Anne McEnerny Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 3

SUMMARY

ORDINANCE NO. M _____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designation for tax lot 37910411 located in the City of Vancouver, Clark County, Washington at 301 S. Lieser Road; providing for severability; and providing for an effective date.

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

**ATTACHMENT C - ORDINANCE FOR COMPREHENSIVE PLAN AND ZONING
TEXT CHANGES**

12/12/22

12/19/22

ORDINANCE NO. M_____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending Appendix E the Vancouver Comprehensive Plan 2011-2030, and VMC 20.130, 20.140, 20.150, 20.180, 20.285, 20.320, 20.430, 20.450, 20.503, 20.570, 20.670, 20.710, 20.790, 20.860, 20.885, 20.920, 20.927, 20.950, 20.960, and 20.970; providing for severability; and establishing an effective date.

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

WHEREAS, the Vancouver Planning Commission reviewed the proposed changes at duly advertised work sessions on July 12, 2022 and September 13, 2022, and a duly advertised public hearing on October 11, 2022, and at that hearing voted to recommend approval of Comprehensive Plan and zoning text amendments described herein for adoption to the City Council; and

WHEREAS, the City Council conducted duly advertised workshops on November 14, 2022 and November 28, 2022 and a duly advertised first reading of the proposed ordinance and public hearing on December 12, 2022 and December 19, 2022, following which the Council agreed with the Planning Commission recommendations, and identified one additional zoning code text change; and

WHEREAS, the cumulative environmental impacts of the proposed 2022 Comprehensive Plan and zoning changes have been reviewed and determined to be nonsignificant pursuant to

ORDINANCE - 1

Chapter 43.21C RCW, the State Environmental Policy Act (SEPA) and a Determination of Non-Significance (DNS) was issued on September 22, 2022 for the proposed text changes, with no SEPA comments or appeals received; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff report for the October 11, 2022 public hearing is hereby adopted as the City Council's findings of fact; and

Section 2. Comprehensive Plan Text Change. Appendix E of the Vancouver Comprehensive Plan 2011-2030, adopted through Ordinance M-3994, is amended as follows:

I. Facilities and Services Plans

- Vancouver Public Schools Capital Facilities Plan ~~2014-2020~~ 2022-28, Evergreen Public Schools Capital Facilities Plan 2019-2025, Battle Ground School District Capital Facilities Plan 2022-28, and Camas School District, Capital Facilities Plan ~~2015-2021~~, 2022-28.

Section 3. Zoning Code Text Changes.

A. VMC 20.130.030, which was adopted by Ordinance M-3643 is amended as follows.

20.130.030 Maintenance of map.

The original signed copy of the Zoning Map containing the zoning districts designated at the time of adoption of this title shall be filed in the office of the city clerk pursuant to RCW 35.63.100 and a duplicate shall be filed in the office of the planning official to keep the maps up to date at all times. Copies of all zoning maps and amendments shall be dated with the effective date of the document adopting the map and amendments and shall be maintained without change, together with the adopting documents, on file in the ~~Community and Economic Development Department~~ Community Development Department.

B. VMC 20.140.020, which was adopted by Ordinance M- 3643 is amended as follows.

VMC 20.140.020 Certificates of Occupancy

A. Purpose. The purpose of this section is to ensure that each new or expanded use of a structure or of a site without a structure, and each new structure or alteration of an existing structure complies with all applicable provisions of this title. Certificates of Occupancy also provide the city with a record of each new or expanded use of a structure or site.

B. Application of Certificates of Occupancy.

3. Record. A record of all Certificates of Occupancy shall be kept on file with the ~~Community and Economic Development Department~~ Community Development Department.

C. VMC 20.150, which was adopted by Ordinance M-3643, and last amended by M-4325, is amended as follows.

~~CED Community and Economic Development~~ CDD Community Development Department

Abutting. Contiguous or adjoining with a common boundary line, except that where two or more lots adjoin only at a corner or corners, they shall not be considered as "abutting" unless the common property line between the two parcels measures 8 feet or more in a single direction. It shall include the terms ~~adjacent,~~ adjoining and contiguous.

Appeal. A request for an impartial review of a land use decision or interpretation of land use-related codes rendered by ~~Community and Economic Development~~ Community Development Department, its employees or any review body of the City of Vancouver.

DAHP Washington State Department of Archaeology and Historic Preservation

~~DAHP. The Washington State Office of Archaeology and Historic Preservation.~~

Planning Official. The city official within ~~the Community and Economic Development~~ Community Development Department charged with administratively approving land use permits or her/his designate.

Residential Care Home. Any state or federally approved dwelling used as a residence for the care or rehabilitation of dependent children, the elderly, and the physically and/or mentally handicapped. Residential care homes shall provide care for ~~six~~ eight or fewer residents

Senior Housing. Housing limited to persons aged 62 years or older

Predictive Model. The classification of property according to the probability of its having archaeological resources. The probability levels are low, low-moderate, moderate, moderate-high, and high, which are based on a combination of information from inventories and predictive models provided by DAHP, other agencies, tribal governments and local permit review. The probability levels within the urban growth boundary of the city are generally shown on maps provided by Clark County Geographic Information Systems.

~~Predictive Model Probability Level A. Regarding archaeological preservation, those areas depicted as such on the Predictive Model map.~~

~~Predictive Model Probability Level B. Regarding archaeological preservation, those areas depicted as such on the Predictive Model map.~~

D. VMC 20.180.010, which was adopted by Ordinance 3643 is amended as follows.

VMC 20.180.010 Purpose.

A. Requirements of the uniform codes and ordinances. The uniform codes and ordinances adopted by the City of Vancouver concerning land use, development, and building require the ~~Community and Economic Development Department~~ Community Development Department to perform certain reviews, approvals, and inspections to support land development, new construction, issue permits, periodically inspect existing occupancies to assure compliance with the codes, and ordinances. Appropriate fees will be collected for these reviews, approvals, and inspections. Any applicant desiring or being required to obtain review, approval, permit issuance or inspections pursuant to the uniform codes, standards, and ordinances adopted by the City of Vancouver shall pay the applicable fees.

E. VMC 20. 180.020, which was adopted by Ordinance 3643 is amended as follows.

VMC 20.180.020 Application and Service Fee Policy

A. Fee policy. It is the general policy of the City of Vancouver that the ~~Community and Economic Development Department~~ Community Development Department adopt application and service fees at a level sufficient to cover the costs or a substantial portion of the costs, associated with conducting reviews, and providing services. Fees for applications or services should generally be collected by the city at the time or as close as possible to the time that costs are incurred. General fund support for certain activities will be provided where necessary.

F. VMC 20.180.060, which was adopted by Ordinance M-3959, and last amended by M-4376, is amended as follows

20.180.060 Planning Fees.

Required planning fees. Fees for planning-related applications, permits, and services are set forth in Table 20.180.060.

Table 20.180.060.

Section	Activity	January 2022	July 2022
1.	Address Changes	\$507.00	\$523.00
2.	Airport Height Combining District	\$723.00	\$746.00
3.	Appeals (to Hearing Examiner, Planning Commission, or City Council)		
A.	Filed by a recognized city neighborhood association	\$154.00	\$159.00
B.	Involving an individual single-family or duplex lot	\$712.00	\$735.00
C.	All other (see SEPA fees for SEPA procedural appeal fee)	\$2,034.00	\$2,099.00
4.	Archaeological Review		
A.	Predeterminations		
1.	Base fee	\$662.00	\$683.00
2.	Plus fee per acre for each acre more than five	\$112.00	\$116.00
B.	Surveys and other special studies	Cost recovery ²	Cost recovery ²

Section	Activity	January 2022	July 2022
5.	Binding Site Plan		
A.	Conceptual – Requiring subsequent site plan review		
1.	Same as comparable short subdivision or subdivision	See short subdivision or subdivision	See short subdivision or subdivision
B.	Detailed – Not requiring subsequent site plan review		
1.	Same as comparable short subdivision or subdivision	See short subdivision or subdivision	See short subdivision or subdivision
2.	Plus 1/2 comparable site plan review	See site plan review	See site plan review
6.	Boundary Line Adjustments		
	Base fee	\$1,068.00	\$1,102.00
	Plus fee per lot for each additional lot more than two	\$346.00	\$357.00
7.	Comprehensive Plan Amendments (includes rezone in conjunction with plan amendment)	\$14,036.00	\$14,485.00
8.	Conditional Use Permit		
A.	Initial (community centers, group meal service, shelters)	\$1,527.00	\$1,576.00
B.	Initial (all others)	\$8,597.00	\$8,872.00
C.	Major modification, Type III	\$1,527.00	\$1,576.00
D.	Minor modification, Type I	\$346.00	\$357.00
9.	Continuance of Public Hearing		
A.	Initiated by applicant after public notice is mailed	\$2,034.00	\$2,099.00
B.	Resulting from inadequate information provided by the applicant. Does not apply in cases where new information is presented at the hearing by staff or	\$2,034.00	\$2,099.00

Section	Activity	January 2022	July 2022
	other parties.		
C.	Hearing examiner reconsideration request	\$2,034.00	\$2,099.00
10.	Covenant Release – Full and Partial	\$9,052.00	\$9,342.00
11.	Critical Areas Permit		
A.	Single-family and duplex lots (fee per applicable critical area)		
1.	Fish and wildlife habitat areas	\$1,527.00	\$1,576.00
2.	Frequently flooded areas	\$306.00	\$316.00
3.	Geologic hazard areas	\$306.00	\$316.00
4.	Wetland areas	\$1,527.00	\$1,576.00
B.	All others (fee per applicable critical area)		
1.	Fish and wildlife habitat areas	\$3,053.00	\$3,151.00
2.	Frequently flooded areas	\$701.00	\$723.00
3.	Geologic hazard areas	\$701.00	\$723.00
4.	Wetland areas	\$3,053.00	\$3,151.00
C.	Minor exception request		
1.	Single-family and duplex lots	\$701.00	\$723.00
2.	All others	\$732.00	\$755.00
D.	Reasonable use request		
1.	Single-family and duplex lots	\$4,477.00	\$4,620.00
2.	All others	\$8,903.00	\$9,188.00
E.	Digitizing critical areas geographic information	Cost recovery ²	Cost recovery ²
12.	Design Review (Downtown)		
A.	Minor exterior reviews only	\$611.00	\$631.00

Section	Activity	January 2022	July 2022
B.	All others, including new buildings	\$2,034.00	\$2,099.00
13.	Development Agreement		
A.	Initial	\$6,843.00	\$7,062.00
B.	Modification	\$3,137.00	\$3,237.00
C.	Extension	\$582.00	\$601.00
14.	Extension of Preliminary Approval	\$712.00	\$735.00
15.	Grading and Erosion Control Permit (includes plan check and inspection)		
A.	50 cubic yards or less and less than 1 foot in depth	No fee	No fee
B.	51 to 100 c.y. or greater than 1 foot in depth	\$133.00	\$137.00
C.	101 to 500 c.y.		
1.	Base fee	\$267.00	\$276.00
2.	Plus fee per 100 c.y. (or fraction thereof) above 500 c.y.	\$18.00 (Note: Maximum total grading and erosion control fee shall be \$362.00)	\$19.00 (Note: Maximum total grading and erosion control fee shall be \$374.00)
D.	Fees resulting from work in progress without a permit	2 × regular fee	2 × regular fee
16.	Home Occupation		
A.	General	\$202.00	\$208.00
B.	Penalty – When application is received after code enforcement action has been initiated	2 × regular fee	2 × regular fee
17.	Impact Fee Deferral for Single-Family Housing (administrative fee per lot)	\$638.00	\$658.00
18.	Joint Use Parking Agreement	\$1,144.00	\$1,181.00
19.	Land Use Permit (single-family residential; sheds; decks; driveways; fences, etc.)	\$53.00	\$55.00

Section	Activity	January 2022	July 2022
20.	Lot Determination		
A.	Base fee (one to two lots)	\$2,229.00	\$2,300.00
B.	Plus per-lot fee over two	\$712.00	\$735.00
21.	Master Plan²		
A.	Conceptual (requiring subsequent site plan review)	\$7,908.00	\$8,161.00
B.	Detailed (not requiring subsequent site plan review)	\$7,908.00 plus 1/2 applicable site plan review fee	\$8,161.00 plus 1/2 applicable site plan review fee
C.	Hybrid (conceptual approval for overall site, plus partial detailed approval)	\$7,908.00 plus 1/2 applicable site plan review fee for area for which detailed approval is sought	\$8,161.00 plus 1/2 applicable site plan review fee for area for which detailed approval is sought
22.	Planned Development		
A.	Residential		
1.	Base fee	\$2,473.00	\$2,552.00
2.	Plus fee per unit	\$112.00	\$116.00
3.	Minimum: Maximum: Subdivision fee reduced by 1/2 when filed simultaneously.	Min. — \$3,536.00 Max. — \$15,990.00	Min. — \$3,649.00 Max. — \$16,502.00
B.	Nonresidential		
1.	Base fee	\$2,441.00	\$2,519.00
2.	Plus fee per sq. ft. — Ground floor	\$0.62	\$0.64
3.	Plus fee per sq. ft. — Upper floors	\$0.28	\$0.29
4.	Minimum: Maximum:	Min. — \$3,632.00 Max. —	Min. — \$3,748.00 Max. —

Section	Activity	January 2022	July 2022
		\$23,904.00	\$24,669.00
C.	Mixed		
1.	Base fee	\$2,441.00	\$2,519.00
2.	Plus fee per sq. ft. – Ground floor	\$0.62	\$0.64
3.	Plus fee per sq. ft. – Upper floors	\$0.28	\$0.29
4.	Minimum: Maximum: No rezone fee. Subdivision reduced by 1/2 when filed simultaneously.	Min. – \$3,632.00 Max. – \$24,070.00	Min. – \$3,748.00 Max. – \$24,840.00
23.	Planning Official Review		
A.	Temporary use		
1.	Seasonal or special event	\$99.00	\$102.00
2.	Temporary sales office, model home, or unforeseen emergency	\$299.00	\$309.00
3.	Temporary use in a commercial or industrial district	\$1,404.00	\$1,449.00
B.	Similar use determination or other	\$1,404.00	\$1,449.00
24.	Plat Alteration	\$6,571.00	\$6,781.00
25.	Post-Decision Reviews		
A.	Post-decision review – Type I	\$346.00	\$357.00
B.	Post-decision review – Type II	\$974.00	\$1,005.00
C.	Post-decision review – Type III	\$1,527.00	\$1,576.00
26.	Preapplication Conference Process		
A.	Preapplication conference request – Single-family and duplex lots	\$306.00	\$316.00
B.	Preapplication conference request - All others	\$1,078.00	\$1,112.00
C.	Preapplication waiver request	\$154.00	\$159.00

Section	Activity	January 2022	July 2022
27.	Zoning Verification Letter (authorizes replacement of destroyed structure)	\$233.00	\$240.00
28.	Reporting (misc. application and permit information)	Cost recovery ²	Cost recovery ²
29.	SEPA Checklist (Environmental Review)		
A.	Grading permit		
1.	Single-family and duplex lots	\$135.00	\$139.00
2.	All other		
a.	Base fee	\$997.00	\$1,029.00
b.	Plus fee per acre of land disturbed by the project	\$18.00	\$19.00
B.	Subdivision or planned development		
a.	Base fee	\$814.00	\$840.00
b.	Plus fee per acre of land disturbed by the project	\$9.30	\$9.60
C.	Site plan review – Residential		
a.	Base fee per unit up to five units	\$202.00	\$208.00
b.	Plus fee per unit more than five	\$20.00	\$21.00
D.	Nonprojects (including rezone and annual review applications)	\$2,237.00	\$2,309.00
E.	All other reviews		
a.	Base fee	\$1,628.00	\$1,680.00
b.	Plus fee per acre of land disturbed by the project	\$54.00	\$56.00
F.	SEPA procedural appeal (See “Appeals – All others” for substantive SEPA appeal fee)	\$132.00	\$136.00
G.	Environmental impact statement (EIS) review	Cost recovery ²	Cost recovery ²
30.	Shoreline Permits		
A.	Shoreline substantial development permit	\$7,119.00	\$7,347.00

Section	Activity	January 2022	July 2022
B.	Shoreline conditional use permit	\$7,832.00	\$8,083.00
C.	Shoreline variance request	\$7,832.00	\$8,083.00
31.	Short Subdivisions		
A.	Preliminary (nine lots or fewer) plats	\$6,917.00	\$7,138.00
B.	Final plat check	\$2,350.00	\$2,425.00
32.	Signs – All Except Sandwich Board Signs	\$346.00	\$357.00
33.	Site Plan Review (Type I)		
A.	Residential	\$299.00	\$309.00
B.	Nonresidential	\$1,404.00	\$1,449.00
C.	Qualifying planned action	Same as Type II site plan review fees	Same as Type II site plan review fees
34.	Site Plan Review (Type II) – Residential		
A.	Base fee	\$1,759.00	\$1,815.00
B.	Plus fee per unit	\$122.00	\$126.00
C.	Maximum fee	\$24,801.00	\$25,595.00
35.	Site Plan Review (Type II) – Nonresidential		
A.	General case		
1.	Base fee	\$4,780.00	\$4,933.00
2.	Plus fee per sq. ft. – Ground floor	\$0.19	\$0.20
3.	Plus fee per sq. ft. – Upper floors	\$0.09	\$0.09
B.	Commercial pad within a previously approved site plan that was not originally reviewed for the proposed specific use or structure	\$3,264.00	\$3,368.00
C.	Land-extensive uses such as a golf course	\$3,935.00	\$4,061.00
D.	Unoccupied commercial and utility structures	\$1,812.00	\$1,870.00

Section	Activity	January 2022	July 2022
36.	Special Valuation – Historic Preservation	\$517.00	\$534.00
37.	Subdivisions – Preliminary		
A.	2 – 9 lots (not qualifying as a short subdivision)	\$7,314.00	\$7,548.00
B.	10 – 22 lots	\$10,576.00	\$10,914.00
C.	23+ Lots		
1.	Base fee (for first 23 lots)	\$10,576.00	\$10,914.00
2.	Plus fee per lot (each lot more than 23)	\$264.00	\$272.00
D.	In conjunction with a planned development	1/2 regular fee	1/2 regular fee
38.	Subdivisions – Final Plat Check	\$5,326.00	\$5,496.00
39.	Tenant Improvement (if exempt from site plan review), including multi-family (if exempt from site plan review)	\$99.00	\$102.00
40.	Tree Plan Review		
A.	Levels 1, 2, 4, 5	\$336.00	\$347.00
B.	Levels 3, 6, 7	\$112.00	\$116.00
41.	Variance (full fee for 1 variance; 1/2 cost for 2nd; \$0.00 for 3rd or more)		
A.	Type I		
1.	Single-family and duplex lots	\$701.00	\$723.00
2.	All other	\$732.00	\$755.00
B.	Type II		
1.	Single-family and duplex lots	\$2,210.00	\$2,281.00
2.	All other	\$5,324.00	\$5,494.00
42.	Zoning Certificates	\$763.00	\$787.00
43.	Zoning Map or Text Change (not involving comprehensive plan amendment)	\$9,170.00	\$9,463.00

1 Fees effective on January 1, 2022, shall be further adjusted as provided for under VMC [20.180.050](#).

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

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

G. VMC 20.180.070, which was adopted by Ordinance M-3643, and last amended by M-4376, is amended as follows

20.180.070 Development Engineering Fees.

Fees for development engineering. Fees for development engineering related applications, permits, and services are set forth in Table 20.180.070:

Table 20.180.070. Development Engineering Fees

Section	Engineering Activity	January 2022	July 2022
1.	Binding Site Plan (in addition to underlying site plan review fee)	See short plat or subdivision	See short plat or subdivision
A.	Conceptual – Requiring subsequent site plan review		
1.	Same as comparable short plat or subdivision	See short plat or subdivision	See short plat or subdivision
B.	Detailed – Not requiring subsequent site plan review		
1.	Same as comparable short plat or subdivision	See short plat or subdivision	See short plat or subdivision
2.	Plus same as comparable site plan review	See site plan	See site plan
2.	Conditional Use Permit		
A.	Stormwater plan review	\$1,025.00	\$1,058.00
B.	Transportation plan review	\$1,378.00	\$1,422.00

Section	Engineering Activity	January 2022	July 2022
3.	Continuance of Public Hearing (applicant-initiated)	\$585.00	\$604.00
4.	Drainage Projects (special)		
A.	Plan review fee	\$520.00	\$537.00
B.	Construction inspection fee	\$533.00	\$550.00
C.	Fees resulting from working without a permit	2 × regular fee	2 × regular fee
5.	Escrow Review and Administration		
A.	\$0.00 to \$10,000 (final city-approved escrow amount)		
1.	Base fee	\$347.00	\$358.00
2.	Plus percentage of final city-approved escrow amount	1.50%	1.50%
B.	\$10,001 to \$100,000 (final city-approved escrow amount)		
1.	Base fee	\$696.00	\$718.00
2.	Plus percentage of final city-approved escrow amount	1.00%	1.00%
C.	Greater than \$100,000 (final city-approved escrow amount)		
1.	Base fee	\$1,391.00	\$1,436.00
2.	Plus percentage of final city-approved escrow amount	1.00%	1.00%
6.	Inspection Fees – Additional		
A.	Construction inspection after normal work hours ¹	Cost recovery²	Cost recovery ²
B.	Construction reinspection during normal work hours	Cost recovery²	Cost recovery ²
7.	Plan Review, Final Engineering – Additional		

Section	Engineering Activity	January 2022	July 2022
A.	Each additional review (beyond three) for either stormwater or transportation	\$540.00	\$557.00
8.	Post-Decision Review – Specifications		
A.	Change specifications prior to submittal	No fee	No fee
B.	Change specifications after first review	1/2 regular fee	1/2 regular fee
C.	Change specifications after final approval	Full regular fee	Full regular fee
9.	Right-of-Way Permits		
A.	City of Vancouver		
	<u>Residential</u>		
1.	<u>Base fee</u>		<u>\$30.00</u>
2.	<u>Plus fee per square foot of sidewalk (after the first 100)</u>		<u>\$0.05</u>
3.	<u>Plus fee per lineal foot of driveway (after the first 10)</u>		<u>\$0.23</u>
	<u>Commercial</u>		
1.	Base fee	\$139.00	\$143.00
2.	Plus fee per lineal foot of improvement (includes all frontage improvements and trenching in right-of-way)	\$2.50	\$2.58
B.	Clark County	Amount per Clark County Code (CCC) Chapter 13.12A as amended	Amount per Clark County Code (CCC) Chapter 13.12A as amended
C.	WSDOT	\$309.00	\$319.00
10.	Site Plans		
A.	Stormwater plan review (includes preliminary and final) ³		

Section	Engineering Activity	January 2022	July 2022
1.	General case		
a.	Base fee	\$1,544.00	\$1,593.00
	Plus charge per square foot of impervious area as follows (including roof area):		
b.	First 1.00 acre	\$0.04	\$0.04
c.	Next 1 to 5 acres	\$0.02	\$0.02
d.	Over 5 acres	\$0.004	\$0.004
2.	Unoccupied commercial and utility structures	\$500.00	\$516.00
3.	Tenant improvements	\$104.00	\$107.00
B.	Transportation plan review (includes preliminary and final) ³		
1.	General case	\$3,944.00	\$4,070.00
2.	Unoccupied commercial and utility structures	\$1,638.00	\$1,690.00
3.	Tenant Improvements	\$145.00	\$150.00
C.	Construction inspection fees (stormwater and transportation)		
1.	Small projects (less than 1 acre of impervious surface)		
a.	Base fee	\$989.00	\$1,021.00
b.	Plus charge per square foot of impervious surface	\$0.01	\$0.01
2.	Medium projects (1.0 to 4.99 acres of impervious surface)		
a.	Base fee	\$1,976.00	\$2,039.00
b.	Plus charge per square foot of impervious surface	\$0.005	\$0.005
3.	Large projects (over 5 acres of impervious surface) – \$10,000 maximum		

Section	Engineering Activity	January 2022	July 2022
a.	Base fee	\$3,951.00	\$4,077.00
b.	Plus charge per square foot of impervious surface	\$0.002	\$0.002
4.	Unoccupied commercial and utility structures	\$330.00	\$341.00
5.	Tenant Improvements	\$104.00	\$107.00
11.	Short Subdivisions (2 – 9 lots)		
A.	Plan review fee (includes preliminary and final)		
1.	Stormwater	\$1,543.00	\$1,592.00
2.	Transportation	\$2,143.00	\$2,212.00
B.	Construction inspection fee		
1.	Stormwater	\$1,345.00	\$1,388.00
2.	Transportation	\$1,345.00	\$1,388.00
12.	Subdivision (2 – 9 lots, not qualifying as short subdivision)	Same as subdivision	Same as subdivision
13.	Subdivision		
A.	Plan review fees		
1.	Stormwater		
a.	Base fee	\$1,391.00	\$1,436.00
b.	Plus per-lot fee		
	1. Less than 23 lots	\$59.00	\$61.00
	2. 23 or more lots	\$53.00	\$55.00
2.	Transportation		
a.	Base fee	\$3,088.00	\$3,187.00
b.	Plus per-lot fee	\$74.00	\$76.00
B.	Construction inspection fees		

Section	Engineering Activity	January 2022	July 2022
1.	Stormwater		
a.	Base fee	\$916.00	\$945.00
b.	Plus per-lot fee	\$90.00	\$93.00
2.	Transportation		
a.	Base fee	\$2,888.00	\$2,980.00
b.	Plus per-lot fee	\$27.00	\$28.00
14.	Street Modification – Transportation		
A.	Prior to public hearing or administrative decision		
1.	Administrative modification Minor modification	\$194.00	\$200.00
2.	Technical (minor) modification	\$1,415.00	\$1,460.00
3.	Design (major) modification Major modification	\$2,810.00	\$2,900.00
B.	After public hearing or administrative decision		
1.	Administrative modification Minor modification	\$194.00	\$200.00
2.	Technical (minor) modification	\$1,776.00	\$1,833.00
3.	Design (major) modification Major modification	\$3,179.00	\$3,281.00
C.	Appeal to hearing examiner	\$1,415.00	\$1,460.00
15.	Traffic Signal Plan Review and Inspection		
A.	Plan review fee	\$4,633.00	\$4,781.00
B.	Civil construction inspection fee	\$2,782.00	\$2,871.00
16.	Transportation Concurrency Review		
A.	Concurrency certificate request evaluation (preliminary scoping) Trip Generation and Distribution Report/Trip Compliance	\$194.00	\$200.00

Section	Engineering Activity	January 2022	July 2022
	<u>Letter/Trip Generation Letter</u>		
B.	Traffic study review	\$386.00	\$398.00
C.	Model maintenance fee per trip (peak hour); \$1,500 maximum	\$59.00	\$61.00
17.	Variance (all cases)		
A.	Stormwater	\$773.00	\$798.00
B.	Transportation	\$1,071.00	\$1,105.00
18.	Right-of-Way Use Permit Fees		
A.	Type A application fee short-term permit	\$32.00	\$33.00
B.	Type B encroachment permit fee	\$32.00	\$33.00
C.	Type C use fee temporary use and occupation permit	\$32.00	\$33.00
D.	Type D long-term ROW use and occupation permit	\$577.00	\$595.00
E.	Type E material encroachment permit	\$2,308.00	\$2,382.00

1 Costs for construction inspection services scheduled after normal business hours solely for the convenience of the contractor (i.e., not resulting from delays caused by the city) shall be reimbursed to the city on a cost recovery basis (see Note 2).

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

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

H. VMC 20.180.180, which was adopted by Ordinance M-3959, and last amended by M-4376, is amended as follows

20.180.080 Fire Review Fees.

Fees payable for fire review. Fees for reviewing and inspecting land development applications and building plans for compliance with the requirements of the International Fire Code are set forth in Table 20.180.080 VMC:

Table 20.180.080. Fire Review Fees

Section	Activity	January 2022	July 2022
1.	Planning and Development Review		
A.	Site plan review		
1.	Type I	\$320.00	\$330.00
2.	Type II	\$889.00	\$917.00
3.	All other site plan reviews (e.g., post-decision review)	\$320.00	\$330.00
B.	Land divisions		
1.	Short subdivision (9 lots or less)	\$889.00	\$917.00
2.	Subdivision (10 lots or more)		
a.	Base fee for first 23 lots	\$1,336.00	\$1,379.00
b.	Plus fee per lot over 23	\$50.00	\$52.00
C.	Planned development		
a.	Base fee for up to 23 lots	\$1,336.00	\$1,379.00
b.	Plus fees for lots over 23	\$50.00	\$52.00
D.	Fire official review	\$262.00	\$262.00
E.	All other land use applications	\$223.00	\$230.00

I. VMC 20.285.030, which was adopted by Ordinance M-3643 and is amended as follows:

20.285.030 Initiation.

A. Proposals reviewed under this chapter may be initiated by property owners or their representatives, the city of Vancouver, or private citizens or groups as follows:

1. Map Changes. Property owners or any individual, group or organization may initiate comprehensive plan and associated zoning map designation changes applying to one or more properties, through submittal of an annual review application and associated fees specified in Chapter 20.180 VMC. Standalone zoning changes not requiring a comprehensive plan change shall be subject to zone change application and associated fees per Chapter 20.180 VMC.

2. Text Changes. Property owners or any individual, group, or organization may initiate comprehensive plan or zoning code text changes through submittal of a text change application and associated fees per Chapter 20.180 VMC.

3. City Initiated Map or Text Changes. The city of Vancouver, on its own behalf or on behalf of an outside individual or group, may initiate Comprehensive Plan or zoning map and/or text changes. City initiation of outside requests for amendments, shall be at city discretion, and generally limited to proposals that are limited in scope and/or clearly warranted in terms of policy implications, and subject to the following:

a. Private parties shall submit a written summary of the amendment proposed to ~~eCommunity and economic dDevelopment dDepartment,~~ an indication of why it is needed, and the potential land use impacts if approved. No application fees shall be assessed.

b. City staff shall maintain a docket listing of private party requests, and shall provide the listing not less than once per year to the planning commission, which shall determine which items shall be scheduled for public hearing review, deferred to future work programs, or discontinued. Requesting parties of discontinued proposals shall have the option of submitting formal applications under this chapter.

J. VMC 20.320.030, which was adopted by Ordinance M-3643 and last amended by M-4179, is amended as follows:

VMC 20.320.030

A. *Application – Fees.* The applicant must submit a completed application form as prescribed by the planning official with applicable fee per Chapter [20.180](#) VMC.

B. *Submittal Requirements.* Applications for preliminary short subdivisions or subdivisions shall be on a scale legible for digital reproduction and shall include the following:

1. *Existing conditions plan.* The existing conditions plan shall include pertinent survey data compiled as a result of a survey made by or under the supervision of a licensed land surveyor in the state of Washington and shall include the following information:

a. A vicinity map showing streets and access points, pedestrian and bicycle pathways, transit stops and utility locations within a 500-foot radius of the site;

- b. The site size, dimensions and orientation relative to true north;
- c. Remaining easements;
- d. The location, name and dimensions of public and private streets adjoining the site, identifying whether the streets are public or private;
- e. Location, dimension, and purpose of existing easements;
- f. The location of existing structures and other improvements on the site, including buildings, driveways, parking, loading, pedestrian and bicycle paths, passive or active recreational facilities or open space and utilities;
- g. Elevation of the site at two-foot contour intervals for grades zero percent to 10 percent and at five-foot contour intervals for grades more than 10 percent;
- h. The location of natural conditions such as:
 - i. Waterbodies, the 100-year floodplain, aquatic habitats, natural drainage courses, wetlands, springs, seeps, closed depression areas, groundwater elevations, aquifers, and wellhead protection areas;
 - ii. Geological hazard areas such as slopes in excess of 15 percent, unstable or weak soils, soils with high erosion potential, rock outcroppings, and areas of healthy native soils and hydraulic conductivity;
 - iii. Existing vegetation including stands of trees and individual trees, additional information necessary to comply with Chapter [20.770](#) VMC, Tree, Vegetation, and Soil Conservation, and areas of wildlife habitat.

2. *Preliminary plat.* The proposed preliminary plat shall include the name of the subdivision or short subdivision which shall not be named the same as an existing plat recorded in Clark County, Washington, along with the following:

- a. The proposed site and its dimensions and area.
- b. Proposed lots, tracts and easements, including dimensions, individual lot areas and total acreage.
- c. Abutting properties or, if abutting properties extend more than 100 feet from the site, the portion of abutting properties within 100 feet of the site, and the approximate location of structures and uses on abutting property or portion of the abutting property.
- d. The location and dimensions of development, including but not limited to the following:
 - i. Streets and other rights-of-way and public or private access easements on and adjoining the site;

- ii. Vehicle, and bicycle parking and pedestrian bicycle and vehicular circulation areas;
- iii. Loading and service areas;
- iv. Active or passive recreational or open space features;
- v. All utilities;
- vi. Existing structures to be retained on the site and their distance from proposed property lines;
- vii. Proposed structures on the site, including signs and fences, and their distance from property lines if known at time of land division;
- viii. The location and type of proposed outdoor lighting and existing lighting to be retained if known at time of land division; and
- ix. Boundary delineation of any wetlands including required buffers and shoreline setback lines if applicable.

3. *Narrative.* The narrative shall include the following:

- a. A comprehensive narrative addressing how the development complies with preliminary plat approval criteria in VMC [20.320.040](#) and the technical standards in VMC [20.320.070](#); other applicable standards of this title and the policies of the comprehensive plan outlined by staff as being applicable to the proposed development;
- b. Description of the uses proposed for the site;
- c. Phasing plan, if applicable;
- d. Any variances requested pursuant to the regulations in Chapter [20.290](#) VMC;
- e. Existing covenants or restrictions and easements, if applicable; and
- f. History of any previous subdivisions and short subdivisions of the property.

4. *Supplementary information.* The following supplemental information shall also be submitted unless otherwise indicated in parentheses:

- a. Environmental checklist that complies with Chapter [20.790](#) VMC, SEPA Regulations (if applicable);
- b. Legal description;

- c. Geotechnical/soils survey, if applicable;
- d. Tree, vegetation, and soil plan that complies with the requirements of Chapter [20.770](#) VMC, Tree, Vegetation, and Soil Conservation;
- e. *Preliminary grading, erosion prevention and stormwater plans.*
- i. Grading Plan indicating areas of soil protection and compaction prevention;
- ii. Erosion Prevention measures as required in Chapter [14.24](#) VMC; and
- iii. Stormwater Site Plan as required in Chapter [14.25](#) VMC.
- f. Archaeological Pre-Determination Report, if applicable, that complies with the requirements of Chapter [20.710](#) VMC, Archaeological Resource Protection;
- ~~g. *Sales history.* A deed history of all applicable properties dating back to 1969 or to the date when a legal lot determination was made.~~
- h. Clark County public health Development Review Evaluation Form or copy of application to the Clark County public health;
- i. *Certified mailing list.* Current Clark County assessor map(s) showing the property(ies) within a 500-foot radius of the site, per the requirements in VMC [20.210.050](#) and [20.210.060](#), decision-making procedures, and two sets of mailing labels with the names and addresses of owners of all properties within the 500-foot radius. Such list shall be certified as accurate and complete by the Clark County assessor or a title company. For non-owner-occupied properties, provide mailing labels addressed to “occupant” as can be determined from available county assessor records (two copies);
- j. Traffic Study or Trip Generation and Distribution Report in compliance with VMC Title [11](#)

K. VMC 20.320.070, which was adopted by Ordinance M-3643 and last amended by M-4354, is amended as follows.

VMC 20.320.070 Technical Standards. {for subdivisions}

A. Subdivision Layout and Required Improvements.

A. Subdivision Layout and Required Improvements.

1. *Principles of acceptability.* The short subdivision or subdivision shall conform to the comprehensive plan. The short subdivision or subdivision shall conform to the requirements of the state law and to the standards established by this title.

a. *Street improvement standards.* All proposed streets and street improvements shall comply with the provisions of VMC Title [11](#) and approved transportation standards details on file with the public works department.

b. *Blocks.* The length, width and shape of blocks shall be designed with due regard to providing adequate building sites for the use contemplated; consideration of the needs for convenient access, circulation, control, safety of motor vehicular, bicycle and pedestrian traffic and recognition of limitations and opportunities of topography.

c. Blocks shall not exceed 1,300 feet in length between street lines, except blocks adjacent to arterial streets or unless a previous adjacent layout or topographical conditions justify variation. The recommended minimum distance between intersections of arterial streets is 1,800 feet. Minimum length of a block shall not be less than 180 feet.

d. *Easements.*

1. *Utility lines.* Easements for sewers, drainage, water lines, electric lines or other public use utilities shall be provided. The size and location of the easement shall be reviewed and approved by the appropriate utility provider.

2. *Watercourses.* If a subdivision is traversed by a watercourse, such as a drainageway, channel or stream, there shall be provided a stormwater easement for the width of the watercourse plus 15 feet on each side of the watercourse. Streets or parkways parallel to a major watercourse may be required.

3. *Pedestrian/bicycle ways in and through residential subdivisions.* In blocks over 800 feet in length, a pedestrian/bicycle way with a minimum width of 16 feet shall be required through the middle of the block when required by the transportation manager for public convenience and safety; 12 feet of the 16-foot corridor shall be paved in a durable material. If unusual conditions require blocks longer than 1,200 feet in length, two pedestrian/bicycle ways shall be required. When required by the transportation manager for public convenience and safety, pedestrian ways shall be required to connect cul-de-sacs or to pass through unusually shaped lots.

e. *Flag lots.* Flag lots may be permitted, provided that the minimum width of the flag stem be 15 feet for a single lot and 20 feet for a shared flag access, and it is in compliance with fire access standards contained in VMC [16.04.150](#). No more than four lots may be accessed from a single flag stem. A private maintenance agreement shall be recorded for driveways which serve more than one lot.

f. *Lot side lines.* Side lines, as far as practical, shall run at right angles to the street on which the lot faces.

g. *Lot frontage.* With the exception of flag lots, all lots shall abut on a public or private street with a minimum frontage of not less than 20 feet.

h. *Parks and playgrounds.* The review authority shall see that appropriate provision is made for parks and playgrounds to serve the proposed subdivision.

i. *Narrow Lot Land Divisions.* Land divisions which contain one or more residential lots having a width or less than 40 feet shall meet the development standards of VMC [20.927.040](#).

j. *Existing trees.* All subdivision developments shall comply with the tree and vegetation management provisions contained in Chapter [20.770](#) VMC, Tree, Vegetation and Soil Conservation.

2. *Procedure for installation.* In addition to other requirements, improvements installed by the developer of the short subdivision or subdivision, either as a requirement of these regulations or at his own option, shall conform to the requirements of this title and improvement standards, specifications, inspections and procedures as set forth by the city and administered by the department of public

works and community and economic development department, and shall be installed in accordance with the following procedures:

- a. Public work shall not commence until civil engineering plans, prepared in accordance with the requirements of the city, have been approved by the city: all required permits have been obtained and a pre-construction conference has been conducted. Public work shall not be commenced until the city has been notified in advance.
- b. If work has been discontinued for any reason, it shall not be resumed until the city has been notified.
- c. Public improvements shall be constructed under the inspection and to the satisfaction of the director of public works or their designee. The city may require changes in typical sections and details in the public interest if unusual conditions arise during construction to warrant the change.
- d. All underground utilities, sanitary sewers and storm drains installed in the streets by the developer of the short subdivision or subdivision shall be constructed prior to the surfacing of streets. Stubs for service connections and underground utilities and sanitary sewers shall be placed to a length precluding the necessity for disturbing the street improvements when surface connections are made.
- e. A plan showing all improvements "as built" shall be filed with the development review services upon the completion of the improvements.
- f. *Public improvements required.* Improvements to be installed at the expense of the owner of the short subdivision or subdivision are as follows:
 - i. All full-width streets, sidewalks, curbs and gutters, including alleys, within or adjacent to the subdivision or short subdivision; streets adjacent but only partially within the short subdivision or subdivision; and the extension of short subdivision or subdivision streets to the intercepting paving line of existing streets with which short subdivision or subdivision streets intersect shall be graded for the full right-of-way width and improved to the city's improvement standards and specifications.
 - ii. *Half-width roads.* In situations where the property being developed does not permit full-width public streets, half roads having a minimum right-of-way or easement and roadway improvement width of one-half of the design width may be permitted when placed adjacent to adjoining property so long as there is no physical obstruction or development constraint prohibiting the completion of the street on such adjoining property; provided, that public street half-width shall be a minimum of 20 feet wide. Public half-width streets serving six or more parcels shall be required to dedicate additional right-of-way as necessary to provide for a minimum of one foot of right-of-way beyond the edge of the sidewalk. Further, additional right-of-way or easement may be required between the edge of the roadway and the property line for construction clearance, slopes or other features. Half-width public streets shall serve a maximum of 200 ADT. If the number of trips generated is greater than 200 ADT, the street shall be widened to full-width standards. Parking shall be prohibited along any half-width street and necessary signs and pavement markings shall be the responsibility of the developer.
 - iii. *Benchmarks.* When required, elevation benchmarks shall be established within the subdivision with elevations to U.S. Geological Survey datum.
 - iv. *Drainage systems.* Surface drainage systems shall be provided within the subdivision or short subdivision. The design of the drainage system within the short subdivision or subdivision shall be in accordance with the standards set forth by Chapter [14.25](#) VMC, as administered by the department of public works.
 - v. *Erosion control and stormwater quality.* Facilities shall be provided within the short subdivision or subdivision to enhance stormwater runoff and protect existing and future drainage facilities. The design of the erosion control and stormwater quality system shall be in accordance with the standards

set forth by the city, pursuant to Chapters [14.24](#) and [14.25](#) VMC, as administered by the department of public works.

vi. *Sanitary sewers.* Sanitary sewers shall be installed to serve the short subdivision or subdivision and to connect the short subdivision or subdivision to existing mains.

vii. *Water system.* Water lines with valves and fire hydrants serving the short subdivision or subdivision and connecting the subdivision or short subdivision to the city mains shall be installed according to specifications of the city, pursuant to VMC Title [14](#), Water and Sewers, as administered by the department of public works.

viii. *Sidewalks.* Sidewalks shall be installed along both sides of each street within and/or adjacent to the short subdivision or subdivision, unless exempted by approval of a roadway modification, by the review authority and along pedestrian ways of the short subdivision or subdivision. Sidewalks shall be installed according to the specifications of the city, pursuant to VMC Title [11](#), Streets and Sidewalks, as administered by the department of public works.

ix. *Street trees.* Street trees shall be planted along both sides of each street within the short subdivision or subdivision and along any portion of the short subdivision or subdivision that fronts upon an existing street. Street trees shall be planted 30 feet on-center and be of a species approved by the city planning official.

x. *Other.* When special conditions are encountered in the plans for improvements such as fill section requiring the placement of guardrails, ditches requiring drainage appurtenances, or other protection against erosion such as slopes requiring use of sod and/or seeding, such improvements shall be considered as an integral part of the improvement construction. Such special improvements shall be approved by the director of public works or transportation manager prior to commencement of construction.

g. *Conditions of agreements.*

i. *Short Subdivisions or Subdivisions.* Before the public works and community and economic development directors' approval is certified on the plat of a subdivision, the developer shall either install required improvements and repair any damage to the existing streets or other facilities damaged due to the development of the subdivision, or at the city's discretion execute and file with the city clerk an agreement between herself/himself and the city specifying a period not to exceed two years in which the required improvements and repairs shall be completed and providing that if work is not completed within the period specified, the city may complete the work and recover the full cost and expense from the subdivider.

ii. *Escrow or other form of security acceptable to the city required – Public improvements.* The city may accept from the developer of any short subdivision or subdivision, in lieu of completion and acceptance of certain approved required public improvements prior to approval of a final plat, an escrow agreement or other form of security acceptable to the city which secures and provides for the actual construction and installation of the improvements of the conditions of plat approval and subject to the following:

A. The use of escrow in lieu of construction completion shall be limited to work items representing end-of-project issues that are generally outside the control of the developer. Examples may include: top layer of pavement, landscaping or sidewalk construction in unfavorable weather seasons, delayed delivery of long-lead-time items like street lighting or traffic signal equipment. The use of escrow shall not be approved for underground utility installation.

B. The developer shall submit a written request and the appropriate forms to the director of public works, or designee, for review, which shall include the following information:

1. A scheduled unit cost breakdown for project work to be completed presented as Exhibit "A," an agreement will not be accepted without an approved unit cost breakdown for the project.

2. A draft of the escrow agreement in a form approved by the city.

3. Any other documents deemed necessary by the city.

4. Applicable processing fee.

C. Upon approval of an escrow or other form of security acceptable to the city, recording of the final plat is allowed, provided all other conditions to be met prior to final plat approval have been satisfied.

iii. *Escrow or other form of security acceptable to the city required – Private improvements.* The city may accept from the developer of any subdivision or short subdivision, in lieu of completion and acceptance of certain approved required private improvements prior to approval of a final plat, an escrow agreement or other form of security, acceptable to the city, which secures and provides for the actual construction and installation of the private improvements or the performance of the conditions of agreement for plat and subject to the following:

A. Use of escrow or other form of security acceptable to the city in lieu of completion and acceptance of such required private improvements shall be limited to:

1. Approved private transportation system improvements, including sidewalks and streetlights, provided emergency access improvements are constructed on site as needed;

2. Approved private stormwater collection and management facilities;

3. Approved landscaping and trees to meet minimum on-site tree density, including installation and maintenance costs.

B. The developer shall submit a written request along with the appropriate forms to the planning official for review.

C. Each escrow or other form of security acceptable to the city request shall include the following:

1. A scheduled cost breakdown for project work to be completed presented as Exhibit "A," an escrow agreement shall not be accepted without an approved unit cost breakdown for the remaining improvements.

2. A draft escrow agreement in a form provided by the city.

3. An irrevocable license signed by the owner of subject property to run with the property which provides the city with the right to allow the employees, agents, or contractors of the city to go on access the subject property for the purpose of inspecting and, if necessary, doing completing the work or making the improvements covered by the escrow or other form of security acceptable to the city.

4. Any other documents deemed necessary by the city.

5. Applicable processing fee.

D. Upon approval of an escrow or other form of security acceptable by to the city, recording of the final plat is allowed, provided all other conditions required to be met prior to the final plat approval have been satisfied.

iv. *Amount of escrow or other form of security acceptable to the city.* Such assurance of full and faithful performance shall be for a sum approved by the planning official as sufficient to cover the cost of the improvements and repairs, including related engineering and incidental expenses.

v. *Failure to carry out agreement.* In the event the developer of the short subdivision or subdivision fails to carry out provisions of the agreement and the city has un-reimbursed costs or expenses

resulting from such failure, the escrow or other form of security acceptable to the city shall be forfeited and the money shall be paid to the city to defray its costs. If the amount of the escrow or other form of security acceptable to the city exceeds the cost and expense incurred by the city, the city shall release the remainder and if the amount of the escrow or other form of security acceptable to the city is less than the cost and expense incurred by the city, the subdivider shall be liable to the city for the difference.

vi. *Guarantee of workmanship and materials.* It shall be required that a 110 percent maintenance bond or bonds be posted to guarantee all workmanship and material for a period of one year from the date of the acceptance of the improvements by the city. This is provided that in the judgment of the Director of Public Works any defects are not the result of public abuse, misuse or acts of God. City inspection does not give relief from the one-year guarantee on workmanship.

vii. *Release of escrow or security.* Upon completion of required improvements, the subdivider shall request in writing that the planning official or director of public works release all or a portion of the funds held in escrow. Such improvements shall be inspected and accepted as complete by the city prior to the release of any such escrow funds, or portion thereof.

B. *Public improvements plan.* Where public improvements are required, plans for such improvements shall be submitted to the director of public works. Public improvements shall be designed by or under the direct supervision of a licensed professional civil engineer as required by statute, pursuant to Chapters [18.08](#), [18.43](#), and [18.96](#) RCW, and shall meet, as a minimum, the requirements of VMC [20.320.080\(A\)](#). The engineer shall certify the plans by seal and signature. Such certification shall contain the following: (1) subdivision name; (2) name, mailing address, and telephone number of engineer preparing the plan; and (3) date, including month and year. All public improvement plans shall be submitted for review and approval by the director of public works.

C. *Monument-setting.* All monuments set in subdivisions shall be at least one-half-inch by 24-inch steel bar or rod, or equivalent, with durable cap imprinted with the license number of the land surveyor setting the monument.

1. *Centerline monument-setting.* After paving, except as provided in subsection [\(C\)\(4\)](#) of this section, monuments shall be driven flush with the finished road surface at the following intersections:

a. Street centerline intersections;

b. Points of intersection of curves if placement falls within the paved area or otherwise, at the beginnings and endings of curves;

c. Intersections of the plat **boundaries extensions** and street centerlines.

2. *Property line monument-setting.* All front corners, rear corners, and beginnings and endings of S curves shall be set with monuments, except as provided in subsection [\(C\)\(4\)](#) of this section. In cases where street curbs are concentric and/or parallel with front right-of-way lines, front property-line monuments may be provided by brass screws or concrete nails with the surveyor's license number at the intersections of curb lines and the projections of side property lines. If curb monuments are used, it shall be noted on the plat, and also that such is monuments are good for projection of line only and not for distance.

3. *Post-monument-setting.* All monuments for the exterior boundaries of the short subdivision or subdivision shall be set and referenced on the plat prior to plat recording. Interior monuments need not be set prior to recording if the developer certifies that the interior monuments shall be set within 90 days of final short subdivision or subdivision construction inspection by the director of public works, and if the developer guarantees such interior monument-setting.

a. The developer shall sign the following certification, the existence of which shall be noted on the plat, if post-monument-setting of the interior monuments is chosen:

DEVELOPER'S CERTIFICATION FOR POSTMONUMENTATION

I, certify that the post-monument-setting of the interior monuments of this plat shall be accomplished within ninety (90) days of final acceptance of subdivision construction by the Director of Public Works for the City of Vancouver, Clark County and State of Washington.

(Signature)

b. The land surveyor who performs any post-monument-setting shall certify that the interior monuments have been set in compliance with the final plat, and shall record the following certification with the county auditor:

I, certify that I have set the interior monuments for (name of subdivision) a subdivision plat recorded in Book (____), page (____), Records of Clark County, and that said monuments are set in compliance with said final plat.

Dated this (____) day of (_____), 20__.

(License number, seal, and signature of surveyor).

c. If the surveyor cannot certify that the monuments are in compliance with the final plat, the discrepancy shall be resolved by filing an amended final plat in accordance with the provisions of VMC [20.320.080\(D\)\(1\)](#).

4. *Post-monument-setting bonds.* In lieu of setting interior monuments prior to final plat recording as provided in VMC [20.320.080\(C\)\(2\)](#), the director of public works may accept a bond in an amount and with surety and conditions satisfactory to him/her, or other secure method as the director of public works may require, providing for and securing to the city the actual setting of the interior monuments as provided in VMC [20.320.080\(C\)\(2\)](#) and to be enforced by the director of public works by appropriate legal and equitable remedies.

D. *Survey standards.* All surveys shall comply with standards set forth by state statutes, drafting standards of this title, and Chapter [332-130](#) WAC, except that linear closures after azimuth adjustment shall be at least a ratio of 1:10,000 for WAC [332-130-090](#). Where conflicts are identified, the most restrictive standard shall prevail.

1. *Elevations of vertical information.* Where required, any elevations or vertical information shall have an accuracy of third-order specifications as published by the U.S. Department of Commerce in a bulletin entitled "Classification, Standards of Accuracy, and General Specifications of Geodetic Control Surveys," and bench marks with the datum used shall be shown on the plat.

E. *Drafting standards.*

1. *Preferred scale proportions.* The preferred scale proportions for preliminary and final plat are ratios as follows:

a. 1:600 or one inch equals 50 feet.

b. 1:1,200 or one inch equals 100 feet and 1:2,400 or one inch equals 200 feet; but in no case shall the proportion exceed 1:2,400.

2. *Final plat drawing requirements.* The final plat shall be drawn with ink upon three-mil mylar film, or equivalent; sheet size as required by recording agency with a one-inch border on each side.

3. *Lettering.* Lettering shall be at least 0.08 inches high, and the perimeter of the final plat shall be depicted with heavier lines (dashed) than the remaining portion of the plat.

4. *Location.* All data necessary for the location in the field of all points within the plat shall be shown. Straight lines shall be designated with bearing and distance; curves shall be designated by arc

length, central angle and radius. All dimensions shall be in feet or meters, and decimals thereof to the nearest 1/100 of a foot, or 5/1,000 of a meter; except that angles shall be in degrees to the nearest second.

L. VMC Table 20.430.030, which was adopted by Ordinance M-3643 and last amended by M-4325, is amended as follows.

1 Refer to Vancouver Central Park Plan District, Chapter [20.640](#) VMC.

2 Refer to Mixed Use standards in VMC [20.430.060](#).

3 A single ground floor caretaker/security/manager residence is allowed if it is an integral part of a mini-storage building.

4 All or part of residential uses must be located above the ground floor of the structure as specified by VMC [20.430.060\(B\)\(2\)](#) with exception of Community Commercial (CC) zoned properties fronting Broadway Street and located within the Uptown Village District of the Vancouver City Center Subarea Plan (refer to VMC [20.430.020\(B\)](#)).

5 Must have a minimum density of 10 dwelling units/net acre.

6 Allowed pursuant to mixed use standards of VMC [20.430.060](#).

7 Residential Care Homes with six or fewer residents and any required on-site staff permitted by right in housing above the ground floor; all larger group home uses are permitted conditionally.

8 Eligible affordable housing projects must (a) demonstrate eligibility for Washington State Housing Finance Commission Low Income Housing Tax Credits by providing at least 40 percent of units affordable to households at 60 percent of Area Median Income or otherwise as demonstrated eligible for credits; (b) include a guarantee that the threshold is maintained for at least 30 years unless specified longer by the finance commission; and (c) be located on properties whose borders are within 1,000 feet of a bus rapid transit or other high capacity transit corridor, or transit corridors with existing weekday peak service frequencies of 35 minutes or less, ~~as indicated in the C-Tran 2018-2033 Transit Development Plan.~~

9 The language for this footnote has been deleted.

10 Subject to the provisions of Chapter [20.860](#) VMC, Home Occupations.

11 Subject to provisions of VMC [20.895.040](#), Community Recreation and Related Facilities.

12 The language for this footnote has been deleted.

13 Family day care homes for no more than 12 children are permitted when licensed by the state. Child care centers (13 or more children) are Limited (L), subject to a Type II procedure in Chapter [20.210](#) VMC. Child care centers can also be approved as part of a Planned Development, Chapter [20.260](#) VMC. In all cases child care centers must meet the standards outlined in Chapter [20.840](#) VMC.

14 In the CN zone, adult day care facilities for six or fewer adults allowed outright in the CN zone, all other facilities are permitted as conditional uses.

15 The language for this footnote has been deleted.

16 The language for this footnote has been deleted.

17 Transportation facilities are permitted except for large or land-intensive facilities such as park-and-ride lots and water taxi and ferry stations.

18 Bed-and-breakfast establishments are allowed as limited uses, subject to the provisions in Chapter [20.830](#) VMC, and all other lodging allowed as conditional uses.

19 Limited uses subject to the development standards in VMC [20.430.040\(D\)](#).

20 Eating and drinking establishments are permitted only in conjunction with another permitted use on site. Exclusively or predominantly drive-through eating and drinking establishments are prohibited.

22 Limited uses subject to the development standards in VMC [20.430.050\(B\)](#).

23 Subject to provisions in Chapter [20.820](#) VMC, Adult Entertainment.

24 Provisions in VMC [20.895.060](#) apply to Indoor Target Shooting Ranges.

25 Pawnshops allowed in CX and CG Districts only. No more than four pawnshop establishments allowed in the CX District.

26 Subject to provisions in Chapter [20.885](#) VMC, Temporary Uses.

27 Sales/rental lots for motor vehicles only are subject to the following criteria: (a) the lot size is approximately 200 feet by 200 feet, or 100 feet by 100 feet if a corner lot, though smaller lots will be considered if shown to meet all other requirements; (b) reviewed and approved by the city transportation manager for on-site circulation, access, and parking plan; (c) located on a primary arterial with average traffic in excess of 10,000 vehicle trips per day; (d) employee/customer parking is provided at a rate of one space plus an additional space per each 5,000 square feet of lot area; (e) there is no vehicle display in setback areas, and all setbacks are landscaped rather than paved.

28 Subject to provisions in VMC [20.895.070](#), Motor Vehicle Fuel Sales and Repair.

29 The language for this footnote has been deleted.

30 Micro-breweries and manufacturing of optical, medical and dental devices, goods, and equipment allowed by conditional use; all others prohibited.

31 Micro-breweries, bakeries, printing, publishing, binding, lithography, repair shops for tools, scientific/professional instruments and motors, and manufacturing of optical, medical and dental devices, goods, and equipment allowed outright; all others prohibited.

32 Micro-breweries allowed by conditional use; all others prohibited.

33 Subject to provisions in VMC [20.895.020](#), Animal Kennel/Shelters.

34 Subject to provisions in VMC [20.895.030](#), Cemeteries.

35 Secure Transition Facilities as per VMC [20.855.020\(B\)\(6\)\(a\)](#) are prohibited.

36 Subject to the provisions in Chapter [20.850](#) VMC, Dog Day Care.

37 Subject to provisions in VMC [20.895.080](#), Private Landing Strips and Heliports. Airpark related uses are permitted in Pearson Airpark and Evergreen Airport only.

38 The language for this footnote has been deleted.

39 Subject to requirements in Chapter [20.890](#) VMC, Wireless Telecommunications Facilities.

40 Subject to limitations in VMC [20.430.050\(A\)](#). Uses defined in VMC [20.160.020\(C\)\(10\)](#).

41Printing, binding, lithography, repair shops for tools, scientific/professional instruments and motors, computer research or assembly, and manufacturing of optical, medical and dental devices, goods and equipment permitted outright; all others prohibited.

42Ground floor residential is allowed within the CX zone with the exception of properties fronting Main Street between Sixth Street and Mill Plain.

43Parking structures are permitted outright.

44Allowed subject to provisions of Riverview Gateway Plan District Standards, Chapter [20.680](#) VMC, and associated Master Plan adopted for the area of proposed development.

45Motor vehicle rental permitted where ancillary to another use.

46Retail uses shall not exceed 50,000 square feet in total floor space unless included in a mixed use building with other uses accounting for at least 20 percent of floor space, and is in full compliance with Riverview Plan District Design Guidelines.

47Neighborhood recycling and/or yard debris collection centers which are exempt from a state solid waste handling permit are permitted; all other waste-related uses prohibited. If a neighborhood recycling and/or yard debris collection center is handling organic materials, they shall not be stored on site for a period longer than seven days.

48See VMC [20.430.040\(E\)](#), Park and Ride Facility Development Standards.

49Subject to Chapter [20.884](#) VMC.

50Subject to requirements and standards within the Miscellaneous Special Use Standards for Self-Service Storage, pursuant to VMC [20.895.100](#).

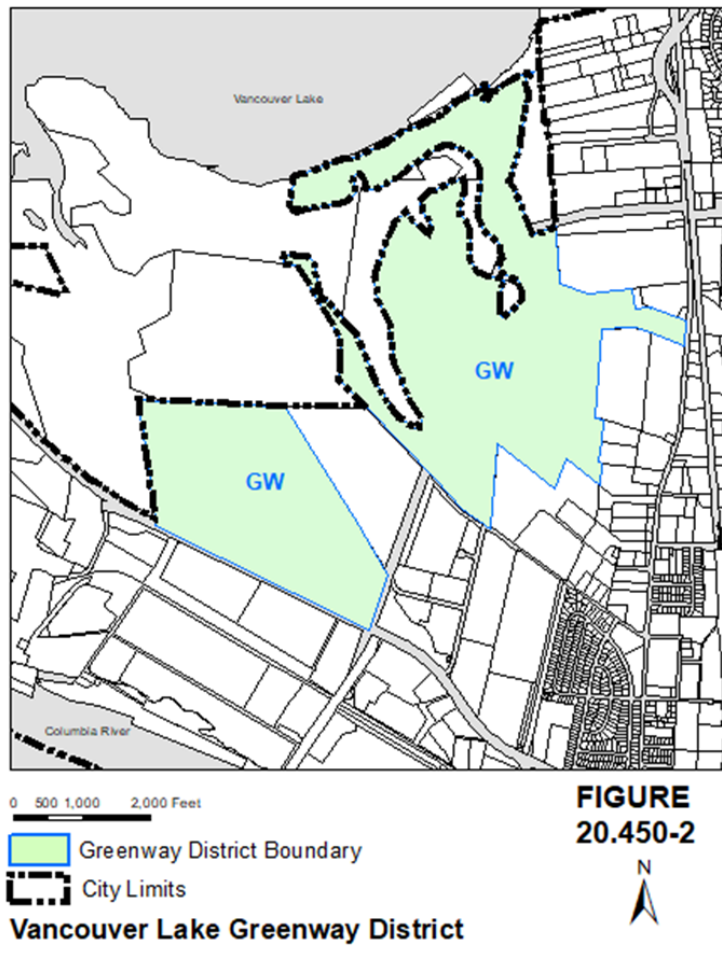
51Allowed subject to the provisions of the Heights District Plan standards, Chapter [20.670](#) VMC.

52Permitted in the HX Plan district where commercial uses are permitted.

53Bulk sales are permitted outright on lots 10 through 15 of the HQ Master Plan (west end of Fishers Quarry area) only. All other areas are conditional.

54Building, heating, plumbing or electrical contractors, exterminators, janitorial and building maintenance contractors where the indoor storage of materials is more than incidental to the office use and photo-finishing laboratories are permitted outright on lots 10 through 15 of the HQ Master Plan (west end of Fishers Quarry area).

M. VMC 20.450.020, which was adopted and last amended by Ordinance M-3643 is amended to replace Figure 20.450-2 with the following:



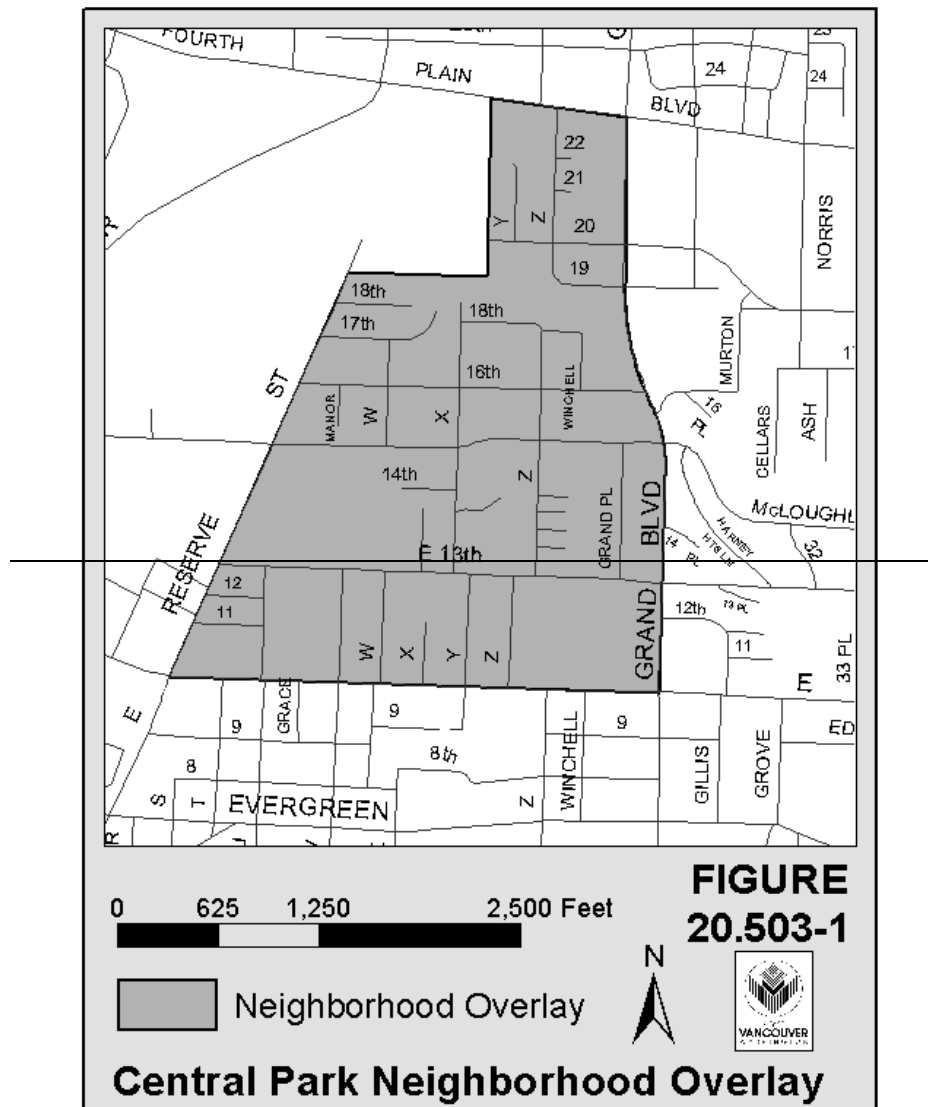
N. VMC 20.503, which was adopted by Ordinance M-3519 and last amended by M-3891, is deleted in its entirety

~~20.503.010 Purpose:~~

~~Purpose. To allow the present mix of uses in the Central Park Neighborhood Overlay District to continue while maintaining the residential character of the neighborhood and the R9 zone.~~

~~20.503.020 Establishment of Boundaries:~~

~~Boundaries. The boundaries of the Central Park Neighborhood Overlay District are as shown in Figure 20.503-1 Central Park Neighborhood Overlay District Boundary map.~~



20.503.030 Provisions:

Provisions. The provisions of this section shall apply only to residentially-zoned properties within the existing boundaries of the Central Park Neighborhood Overlay District, and other legally established uses and shall not affect any pre-existing commercial uses or commercially-zoned properties.

A. Structures used for multi-family and nonresidential uses may be rebuilt, even if they are destroyed by more than 75 percent of the appraised value of the structure(s) as determined by the records of the county assessor for the year preceding destruction when the following conditions are met:

~~1. Building plans for the new structure must be submitted to the city within three years of the date that the structure was destroyed.~~

~~2. Construction must begin within one calendar year after building plans are approved.~~

~~3. The use of the rebuilt structure shall be a similar use to that which was established in the structure being replaced.~~

~~B. Redevelopment/or remodel of residentially-zoned properties shall not exceed the total number of units approved for construction as of the effective date of this ordinance or in existence as of the effective date of this ordinance.~~

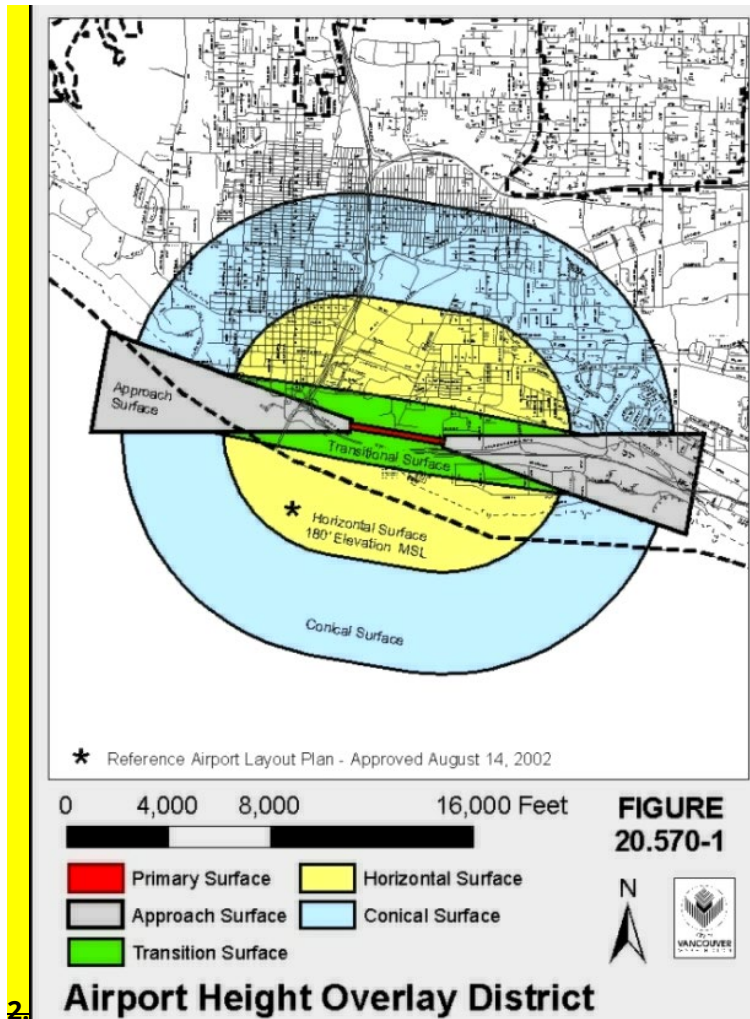
O. VMC 20.520.020, which was adopted by Ordinance M-3643 and last amended by M-3832, is amended as follows

A. Boundaries of Noise District. The boundaries of the Noise Impact Overlay District are as set forth in Figure 20.520-1. Such boundaries delineate that part of the City which is most affected by noise from Portland International Airport, Burlington Northern Railroad, I-5 Freeway and Pearson Airpark, or by the combined effect thereof. Such boundaries are based upon the 1988 65 Ldn Noise Contour shown on the 1983 PIA Noise Abatement Plan and are consistent with the noise impact studies of the Washington State Department of Transportation for the I-5 Corridor. Large-scale maps showing the boundaries of the district shall be maintained in the office of the City's ~~Community and Economic Development Department~~ **Community Development Department**. For lots or parcels located only partially within the district, this Chapter shall apply if all or part of the exact building site is within the district.

P. VMC 20.570.020, which was adopted and last amended by Ordinance M-3832, is amended as follows.

20.570.020 Establishment of Boundaries.

The provisions of the Airport Height Overlay District shall apply to lands identified and illustrated in Figure 20.570-**1**.



Q. VMC 20.670.040.B, which was adopted by Ordinance M-4341 and last amended by M-4341, is amended as follows:

B. MODULATION AND FACADE ARTICULATION.

1. *Ground floor transparency.* Buildings with ground floor commercial uses visible from the public way or public areas such parks and other publicly accessible space shall have a minimum 75 percent ground level facade transparency between two feet and eight feet above sidewalk grade.
2. *Ground floor to floor height.* The ground floor of **commercial** buildings shall have a minimum of 16 feet building floor to floor height.
3. *Modulation.* A minimum building modulation along the facade shall be one foot in depth and the minimum width shall be five feet.

4. *Building entry.* Main entrances shall be easily identifiable through the use of building articulation and modulation. Avoid recessed doorways to provide high visibility from the public way.

R. VMC 20.670.060, which was adopted by Ordinance M-4341, is amended as follows:

20.670.060 Approval Process.

A. New developments and modifications to existing permitted development shall comply with the approval process outlined in Chapter 20.270 VMC, Site Plan Review, and VMC 20.790.530, Planned Action Review.

B. New development and modifications to existing permitted development shall also comply with Design Review approval criteria for the HX District established in subsection D of this section unless exempted. The following activities shall be administratively exempt from design review:

1. Exterior work not visible from the public way or public areas such as parks and other publicly accessible spaces;
2. Placement of permanent signs, unless (a) inconsistent with adopted design guidelines, such as pole signs; or (b) potentially inconsistent with nearby uses;
3. Public art; and
4. Other minor construction such as replacement of doors, windows, awnings, etc., determined by the planning official to be exempt.

C. Site Plan approval criteria. The Site Plan shall be approved, approved with conditions or denied upon finding that:

1. The proposed development implements the Heights District Plan and the requirements of this chapter;
2. The proposed development is consistent with the Heights District Plan vision, goals, and policies, as applicable;
3. The development is consistent with the Heights District Urban Design Guidelines or proposed standards that will achieve at least equal quality site development;
4. All new development is consistent with the conceptual street and open space layout as illustrated in the Heights District Subarea Plan and Urban Design Guidelines.

D. Design Review approval criteria. The planning official shall base all reviews of the design of any proposed construction, remodeling or development according to the following criteria:

1. The requirements, guidelines, and applicable provisions of this title that are applicable to the zoning district where the property is located and including all additional zoning regulations which may apply to the use or to its area by provision for overlay district, or made applicable by any conditional use or variance approval;
2. The Heights Urban Design Guidelines kept on file and available for public inspection at the Community and Economic Development Department Community Development Department;

S. VMC 20.710, which was adopted by Ordinance M-3463 and last amended by M-3701, is amended as follows:

20.710.020 Applicability.

A. *Universal.* Notwithstanding [20.710.020](#)(B) and (C) VMC below, the provisions of this chapter shall apply:

1. When any item of archaeological interest is discovered during the course of a permitted ground-disturbing action or activity ([20.710.090](#) VMC).
2. When the planning official determines that reliable and credible information indicates the probable existence of an archaeological site in a disturbance area for which an application for a permit or approval for a ground-disturbing action or activity has been submitted to the planning official.

B. *General.* The provisions of this chapter shall apply to all applications for ground-disturbing actions or activities for which a permit or approval is required:

1. Where any portion of the disturbance area is within **properties with** Predictive Model Probability Level **high A as shown in Figure 20.710-1.**
2. Where the disturbance area is at least five acres in size and wholly within Predictive Model Probability Levels **moderate-high and moderate B as shown in Figure 20.710-1**

20.710.070 Predetermination Process.

A. Predetermination required. A predetermination is an archaeological study similar to, but of less intensity and lower cost than an archaeological resource survey. Its purpose is to determine whether the existence of an archaeological site within a disturbance area is probable. A predetermination is required as follows:

1. For any nonexempt ground-disturbing action or activity for which a permit or approval is required where any portion of the disturbance area is at least partially within Predictive Model Probability Level **A high.**
2. For any nonexempt ground-disturbing action or activity for which a permit or approval is required and where the disturbance area is at least five acres in size and wholly within Predictive Model Probability Levels **B moderate-high and moderate.**

T. VMC 20.770.050, which was adopted by Ordinance 3643, amended by 3840, & 4179

A. Requirement established. A tree, vegetation, and soil plan that is in accordance with this chapter is required to obtain a tree removal permit based on activity or project referred to in Table 20.770.050-1.

B. Tree, Vegetation, and Soil plan requirements. The basic components of a tree, vegetation, and soil plan are a site plan with existing vegetation and proposed site activity, indication of the trees to be retained and removed based on the activity, location of trees for mitigation if required, and a description of protection during construction of trees, native vegetation, and healthy soils to be preserved. The scale of the project and the size and quantity of trees proposed for removal, preservation, and planting will determine which level of tree, vegetation, and soil plan is required. Table 20.770.050-1 lists activities or projects and the level of tree, vegetation, and soil plan typically required.

C. Application and fee. The application for a tree removal permit and/or tree, vegetation, and soil plan review shall be made on a form provided by the City, and shall be submitted at the same time as the tree, vegetation, and soil plan. The applicant shall pay a permit fee to the ~~Community and Economic Development Department~~ Community Development Department.

D. Submittal of a tree plan. The application for a tree, vegetation, and soil plan and/or a tree removal permit shall be submitted with associated development permit applications, if applicable.

U. VMC 20.790.830, which was adopted by Ordinance M-3463 and last amended by M-3922, is amended as follows:

A. *Exceptions.* If a proposal fits within any of the exemption provisions in this part, the proposal shall be categorically exempt from threshold determination requirements, except as follows:

1. The proposal is not exempt under [197-11-908](#) WAC and Section ~~20.790.850~~ 20.790.740 VMC, critical areas.
2. The proposal is a segment of a proposal that includes:

- a. A series of actions, physically or functionally related to each other, some of which are categorically exempt and some of which are not; or
 - b. A series of exempt actions that are physically or functionally related to each other and that together may have a probable significant, adverse environmental impact in the judgment of the agency with jurisdiction. If so, that agency shall be the lead agency, unless the agencies with jurisdiction agree that another agency should be the lead agency. Agencies may petition Ecology to resolve disputes, as governed by [197-11-946](#) WAC. For such proposals, the agency or applicant may proceed with the exempt aspects of the proposals, prior to conducting environmental review, if the requirements of [197-11-070](#) WAC are met.
- B. *Documentation of categorically-exempt proposals.* An agency is not required to document that a proposal is categorically exempt. Agencies may note on an application that a proposal is categorically exempt or place such a determination in agency files. (Ord. M-3922 § 37, 07/06/2009; Ord. M-3643, 01/26/2004)

V. VMC 20.860.020, which was adopted by Ordinance M-3643 and last amended by M-4034, is amended as follows:

- A. *Applicability.* Home occupations shall be a limited use in all zoning districts within legally established residential homes. Such uses shall be subject to a Type I review, pursuant to Section [20.210.040](#) VMC, subject to the development standards in subsection B below.
- B. *Development requirements.* Failure to comply with any or all of the following development standards will result in revocation of the home occupation permit.
1. *Employees.* Two nonresident employees are permitted for home occupation activities located in all zoning districts, provided that legal off-street parking is available for the second nonresident employee. The primary person or persons providing the business or service must reside within the dwelling on the premises.
 2. *Incidental Sales.* The sale of consumer goods shall be prohibited except when the product to be sold is clearly incidental and secondary to the services authorized by such home occupation.
 3. *Off-site impacts.* No home occupation shall generate measurable levels at the property line of dust, smoke, odor or glare as defined in VMC [20.935](#) Off-Site Impacts, or noise in excess of the state standards outlined in WAC [173-06-050](#) as specified in VMC [20.935.030.A](#)

(Environmental Noise). The home occupation activity shall not generate solid waste in volume or type which is not normally associated with residential use unless specifically permitted.

4. *Disturbing Influences.* The home occupation use shall not create electronic interference, including but not limited to; interference with radio, satellite reception, telephone or television reception.

5. *Exterior modification.* To preserve the residential appearance of the structure, there shall be no evidence of the home occupation from the exterior of the structure, except one door nameplate or freestanding sign not to exceed 2 square feet is permitted. Freestanding signage shall be located within 10 feet of the residence and positioned facing the street parallel to the front of the residence.

6. *Limitations on customers and visitors.* The combined total number of customers and business visitors associated with the home occupation shall be limited to no more than an average of six per day per week (Monday-Sunday).

7. *Location of use.* All uses or activities associated with home occupations shall be wholly carried on within a dwelling or accessory structure by a member or members of a family except as allowed in [20.860.020\(B\)\(1\)](#). Such activity shall be secondary to the use of the dwelling for living purposes. Not more than 25% of the combined floor space of such dwelling and accessory structure or 1,000 square feet, whichever is less may be used for the home occupation.

8. *Outdoor storage.* No outdoor storage associated with home occupation shall be permitted.

9. *Vehicles.* Vehicles related to the home occupation shall be restricted to standard noncommercial cars, trucks, and vans.

10. *Exemptions.*

a. Garage Sales as per [20.885.020\(E\)](#) are exempt from obtaining a home occupation permit.

b. Child Care Homes licensed by the state for the care of 12 or fewer children are exempt from obtaining a home occupation permit. City business license requirements apply. No signs allowed.

c. Adult Care Homes licensed by the state for the care of **6 8** or fewer persons. No signs allowed.

d. Home occupations that occupy less than 25% of a residence (up to 1,000 sq. ft. of combined space), have no customer visits, and no-onsite retail sales are exempt from obtaining a home occupation permit. The home occupation development standards of this section and the City business license requirements apply.

11. Examples of permitted uses include but are not limited to the following:

- a. Artists, illustrators, writers, photographers (no photo processing), editors, drafters, publishers;
- b. Professional office for consultants and other similar activities;
- c. Bookkeeping, law office, and architect;
- d. Distribution of products assembled at home for off-premise sales (such as garden produce or crafts);
- e. Janitorial services (office);
- f. Mail order business or sales representative;
- g. Interior decorator;
- h. Manufacturer's representative.
- i. Light furniture making and woodworking that does not result in the use or storage of amounts of hazardous, flammable, or combustible materials above the allowed exempt quantities as detailed in the building and fire codes adopted by Title [16](#) and Title [17](#) VMC.
- j. Cottage food operations, as defined by [69.07](#) RCW.
- l. Medical, disabled or elderly transportation service, provided only one vehicle associated with the home business is permitted.

12. Examples of prohibited uses include, but are not limited to, the following:

- a. Auto repair;
- b. Welding shops;
- c. Large appliance/electronics or equipment repair or service;
- d. Truck hauling and/or tow storage yard;

- e. Vehicle sales;
- f. Cabinet making;
- g. Manufacturing and/or related storage;
- h. Kennel or stable;
- i. Wholesale or retail sales;
- j. Restaurants/drinking establishments;
- k. Metal plating;
- l. Any use generating, storing or utilizing hazardous waste.
- m. Commercial limousine service.

13. *Hours of Operation.* Normal hours of operation shall be 7:00 a.m. to 8:00 p.m. with after hours activity permitted if wholly indoors and fully compliant with the off-site impact standards of Section [20.935.030](#) VMC and Table 20.935.030-1 VMC regarding maximum permissible noise levels.

W. VMC 20.885, which was adopted by Ordinance M-3643 and last amended by M-3922, is amended as follows:

20.885.010 Purpose.

A. *General.* The purpose of this Chapter is to provide an administrative approval process whereby the city may permit uses to locate with the city on an interim basis on private property without requiring full compliance with the development standards for the applicable zoning district, or by which the city may allow seasonal or transient uses not otherwise permitted.
~~establish standards for the approval of three types of temporary use:~~

- ~~1. Use that is seasonal or directed toward a special event;~~
- ~~2. Use which is occasioned by an unforeseen event; and~~
- ~~3. Sales offices and model homes in conjunction with the sale of homes.~~

B. *Respect for base zoning districts.* It is not the intent of this Chapter to provide a means to circumvent the strict application of the permitted uses in the base zoning districts. Time limits are to be strictly enforced.

C. *Location.* C. Location. All temporary uses addressed in this section shall be located on private property, not in outside of the public right-of-way. (Ord. M-3643, 01/26/2004

~~It is the purpose of this chapter is to provide an administrative approval process whereby the city may permit uses to locate with the city on an interim basis on private property without requiring full compliance with the development standards for the applicable zoning district, or by which the city may allow seasonal or transient uses not otherwise permitted.~~

20.885.020 Types of Temporary Uses.

A. *Seasonal or special events.* This type of temporary use includes seasonal or special events which involve the placement of tents, canopies, membrane structures or storage containers.~~Examples of this type of temporary use include:~~

- ~~1. Use associated with the celebration of a specific holiday such as the sale of Christmas trees. Fireworks stands require a permit from the Fire Marshall, but do not require temporary use approval pursuant to this chapter.~~
- ~~2. Use associated with the sale of fresh fruits, produce and flowers;~~
- ~~3. Use associated with festivals, grand openings or celebrations;~~
- ~~4. Seasonal activities such as the sale of food at sports events or activities;~~
- ~~5. Use associated with construction such as the storage of equipment during the construction of roads or development, but not a temporary sales office or model home as provided in subsection C below; and~~
- ~~6. Temporary fund raising and other civic activities in commercial zoning districts.~~

B. *Unforeseen/emergency situations.* This type of temporary use is one for which there is a need because of an unforeseen event such as fire, windstorm or flood or other event deemed by the Planning Official to be an emergency situation.~~The uses listed are allowed only with approval from the planning official. Examples of this type of temporary use include:~~

1. A mobile home, recreational vehicle or other temporary structure for a residential purpose in a residential zone;

2. A mobile office or other temporary structure for a business purpose in a commercial or industrial zone; and

3. Use of an existing legally established dwelling during the construction period of a new residence on the same lot.

C. ~~Temporary sales office/model home.~~ This type of use includes a temporary sales office or offices either in a housing unit or in another temporary building for the purpose of facilitating the sale of real property in any subdivision or planned development within this city. Related to this is the use of one unit in a subdivision or planned development as “model home” for purposes of showing prospective buyers.

D.C. *Temporary use in commercial and industrial zones.* This type of temporary use includes a temporary trailer or prefabricated building for use on any real within commercial or industrial zoned property within the city as a temporary commercial or industrial office or space associated with the primary use on the property.

E. ~~Exemption.~~ The regulations in this chapter shall not apply to garage sales conducted in private homes subject to the following criteria:

1. Sales last no longer than 3 days; and

2. Sales are held no more than twice in a calendar year; and

3. Sales are conducted on the owner's property. Multiple family sales are permitted if they are held on the property of one of the participants.

4. Signs shall be subject to VMC [20.960](#) Signs and must be removed within 24 hours upon completion of the sale. (Ord. M-3701 § 27, 05/02/2005; Ord. M-3643, 01/26/2004)

D. The Planning Official may authorize a temporary use permit for a use not specifically listed above.

E. Exemptions. The following activities are exempt from the requirements of this chapter, but shall comply with other substantive requirements of this chapter, unless specifically noted otherwise:

1. Garage sale and yard sale lasting no longer than 2 days;

2. Christmas tree lots;
3. Temporary sales office or model home either in a housing unit or in another temporary building for the purpose of facilitating the sale of homes to prospective buyers in any subdivision or planned development within this city under a permit issued by the building department;
4. Storage of equipment during the construction of roads or development or job trailer associated with an active land use and or building permit

20.885.030 Approval Process.

- A. Procedure type. Approval of various temporary uses shall be processed as follows:
1. Seasonal or special event by means of a Type I procedure, as governed by Section 20.210.040 VMC, using approval criteria in Section 20.885.050(A) VMC;
 2. Unforeseen/emergency situations by means of a Type I procedure, as governed by Section 20.210.040 VMC, using approval criteria in Section 20.885.050(B) VMC;
 3. Temporary sales office/model home by means of a Type I procedure, as governed by Section 20.210.040 VMC, using approval criteria in Section 20.885.050(C) VMC; and
 4. Temporary building in commercial and industrial zones by means of a Type I procedure, as governed by Section 20.210.040 VMC, using approval criteria in Section 20.885.050(D) VMC.
- Decision-making process. Temporary Uses shall be reviewed by means of a Type I procedure unless waived by the Planning Official.

B. *Effective period.* An approval for a temporary use by the Planning Official shall be effective for a period of not more than one year unless otherwise stipulated by the approval or renewed pursuant to Section [20.885.030\(D\)](#) Renewal of approval.

C. *Lapsing of approval.* An approval for the temporary use by the Planning Official shall lapse if:

1. Substantial construction of the approved plan or onset of the approved activity has not begun within the approval period; or

2. Construction or activity on the site is a departure from the approved plan; or
3. The temporary use does not comply with approval criteria in [20.885.050](#).

D. *Renewal of approval.*

1. *General.* ~~With the exception of Subsection 2 below, a~~ A temporary use approval may be renewed no more than twice by the Planning Official for a period not to exceed one year each. The request for an extension shall be processed by means of a Type I procedure, as governed by VMC [20.210.040](#).

~~2. *Renewal of temporary residential sales office/model homes.* A permit for temporary sales offices and model homes may be renewed on an annual basis by means of a Type I procedure. (Ord. M-3959 § 39, 07/19/2010; Ord. M-3922, § 39, 07/06/2009; Ord. M-3643, 01/26/2004)~~

20.885.040 Submission Requirements.

A. *General submission requirements.* The applicant for a temporary use shall submit the following information:

1. Application form (including property owner's signature) provided by the Planning Official for a Type I procedure.
2. Site plan drawn to scale that illustrates the proposed temporary use in relationship to other improvements on the site and showing how such use is in compliance with applicable development standards (setbacks, lot coverage, etc.).
3. Narrative that provides the information necessary to determine compliance with the relevant approval criteria contained in VMC [20.885.050](#) below.

B. *Emergency situations.* The Planning Official may waive any of the requirements in this Chapter for cases that involve destruction of an existing structure due to fire, natural causes or other circumstances that are beyond the control of the applicant. An emergency as allowed by this subsection shall not include failure by the applicant to submit a temporary use request as provided in this Chapter. (Ord. M-3643, 01/26/2004)

20.885.050 Approval Criteria.

A. ~~Seasonal and special events.~~ The planning official shall approve, ~~or approve with conditions or~~ deny a request for ~~temporary use permit~~ approval of a seasonal or special events use subject to compliance if the application satisfies with all of the following criteria:

- ~~1. The event occurs for no longer than 30 days in a calendar year on the approved event site;~~
- ~~2. The event is permitted in the underlying zoning district or within the approved event site;~~
- ~~3. The applicant has proof of the property owner's permission to place the event on his/her property;~~
- ~~4. There will be no parking utilized by the customers and employees of the temporary event which is needed by the property owner to meet his/her minimum parking requirements, as governed by VMC [20.945.070](#), Parking and Loading;~~
- ~~5. The event will not interfere with adequate vision clearance, as governed by Chapter [20.985](#) VMC, Vision Clearance, and shall not obstruct pedestrian access on public rights-of-way;~~
- ~~6. Conditions as may be required by building official and/or fire marshal to determine compliance with minimum building, fire and life safety codes; and~~
- ~~7. Adequate provisions for trash disposal and sanitary facilities shall be provided.~~

B. ~~Unforeseen/emergency situations.~~ The planning official shall approve, approve with conditions or deny a request for approval of an unforeseen/emergency situation(s) subject to compliance with of all of the following criteria:

- ~~1. The need for the use is the direct result of a casualty loss such as fire, windstorm, flood or other severe damage by the elements of a pre-existing structure or facility previously occupied by the applicant on the premises for which the permit is sought;~~
- ~~2. There exists adequate and safe vehicular ingress and egress when combined with the other uses of the property, as required by Chapter [20.985](#) VMC, Vision Clearance;~~
- ~~3. There exists adequate parking for the temporary use as required by VMC [20.945.070](#), Off-Street Parking;~~
- ~~4. The use will pose no hazard to pedestrians in the area of the use;~~

5. The use will not create adverse off-site impacts including noise, odors, vibrations, glare or lights which will affect adjoining use, as governed by Chapter [20.935 VMC, Off-Site Impacts](#);

6. The use can be adequately served by sewer or septic system and water, if applicable; and

7. The length of time that the temporary building will be used is the maximum needed to address the hardship but no longer than one year. With the exception that a temporary use approval may be renewed once by the planning official for a period not to exceed one year as per VMC [20.885.030\(D\)](#), Renewal of approval.

C. ~~Temporary sales office or model home.~~ The planning official may approve, approve with conditions or deny the use of any real property within the city as a temporary sales office, offices for the purpose of facilitating the sale of real property, or model home in any subdivision or planned development within this city, but for no other purpose provided that the applicant demonstrates compliance with the following criteria:

1. ~~Temporary sales office.~~

a. ~~The temporary sales office shall be located within the boundaries of the subdivision or planned development in which the real property is to be sold; and~~

b. ~~The property to be used for a temporary sales office shall not be permanently improved for that purpose.~~

2. ~~Model house.~~

a. ~~The model house shall be located within the boundaries of the subdivision or planned development where the real property to be sold is situated;~~

b. ~~The property to be used for a model house shall be a permanently designed dwelling structure; and~~

c. ~~Applicant must sign a Memorandum Of Understanding to be prepared by the planning official stating the model home will have approved access and can be adequately served by public water and sewer on the parent parcel. Only one model home per parent parcel is allowed.~~

D. ~~Temporary building in a commercial or industrial zone.~~ The planning official may approve, approve with conditions or deny a temporary trailer or prefabricated building for use on any

real commercial or industrial property within the city as a temporary commercial or industrial office or space associated with the primary use on the property, but for no other purpose, providing that the applicant demonstrates compliance with the following criteria:

1. The temporary structure shall be located within the boundaries of the parcel of land on which it is located;
2. The property to be used for a temporary structure shall already be developed;
3. There exists adequate and safe ingress and egress when combined with the other uses of the property; as required by Chapter [20.985](#) VMC, Vision Clearance;
4. There exists adequate parking for the customers or users of the temporary use as required by Chapter [20.945](#) VMC, Off-Street Parking;
5. The use will pose no hazard to pedestrians in the area of the use;
6. The use will not create adverse off-site impacts including noise, odors, vibrations, glare or lights which will affect the adjoining uses as governed by Chapter [20.935](#) VMC, Off-Site Impacts;
7. The use can adequately be served by sewer or septic system and water, if applicable; and
8. The length of time that the temporary building will be used is the maximum needed to address the hardship but no longer than one year. With the exception that a temporary use approval may be renewed once by the Planning Official for a period not to exceed one year as per VMC [20.885.030\(D\)](#), Renewal of approval. (Ord. M-3922 § 40, 07/06/2009; Ord. M-3701 § 28, 05/02/2005; Ord. M-3643, 01/26/2004)

1. The temporary use will not be materially detrimental to the public health, safety or welfare, nor injurious to property or improvements in the immediate vicinity;

1. The use is permitted in the underlying zoning district or within the approved event site;

2. The applicant has proof of the property owner's permission to place the temporary use on the property;

3. There will be no parking utilized by the customers and employees of the temporary use which is needed by the property owner to meet the minimum parking requirements, as governed by VMC 20.945.070, Parking and Loading;
4. The temporary use will not interfere with adequate vision clearance, as governed by Chapter 20.985 VMC, Vision Clearance, and shall not obstruct pedestrian access on public rights-of-way;
5. Conditions may be required by building official and/or fire marshal to determine compliance with minimum building, fire and life safety codes; and
6. Adequate provisions for trash disposal and sanitary facilities shall be provided.
7. The use will not create adverse off-site impacts including noise, odors, vibrations, glare or lights which will affect the adjoining uses as governed by Chapter 20.935 VMC, Off-Site Impacts;
8. The use can adequately be served by sewer or septic system and water, if applicable.
9. For seasonal and special events, the event occurs for no longer than 30 days in a calendar year on the approved event site;

X. VMC 890.070, adopted by Ordinance M-3643 and last amended by M-4147, is amended as follows.

20.890.070 General Application Requirements and Conditions of Permit Issuance.

A. Pre-application conference. Pre-application conferences are required for all proposed wireless facilities except for collocated antennae proposed on existing support structures, pursuant to Chapter 20.210.080 VMC.

B. Pre-application conference application requirements. In addition to the requirements of Chapter 20.210.080 VMC and the pre-application form provided by the ~~Community and Economic Development Department~~ Community Development Department, the applicant shall submit a graphic representation of the search ring for wireless communication services proposed, and a narrative describing how the proposal complies with the Development Standards of 20.890.040 VMC.

C. Permit application requirements. In addition to the requirements of Chapter 20.210 VMC the applicant shall, unless otherwise waived by the Planning Official or designate for good cause shown, provide the following:

1. Siting/collocation arrangements. A copy of the applicant's Collocation Evaluation Study, as required by 20.890.040(R) VMC or a valid agreement for collocation of the wireless communication facility on an existing building or support structure of another wireless services provider.
2. Visual impact simulation. A graphic simulation of the proposed facility from not less than three perspectives, one of which shall be from ground level from any abutting residential property or the nearest public right-of-way.
3. Available sites map. A map showing the service area of the proposed facility and a written explanation of the need for that facility, relative to existing facilities available within the search ring.
4. A report from a qualified licensed engineer documenting:
 - a. The anticipated capacity of the support structure, including the number and types of antennas which can be accommodated; at a minimum, the structure must be designed to accommodate at least two wireless antenna installations.
 - b. A projection of the wireless communication facilities within the coverage area of the facility proposed, that can be reasonably anticipated to be sited during the next five years.
 - c. A summary of findings that support the need for the facility at the location proposed.
 - d. The facility complies with all applicable standards of the FAA and FCC, including RF energy standard.

D. Permit issuance. Prior to the issuance of a building permit, the applicant shall provide the following:

1. A copy of the applicant's license issued by the FCC.
2. A copy of the findings from the FAA's Aeronautical Study Determination regarding the proposed support structure.

3. In the case of a leased site:

- a. The applicant shall demonstrate that the lease agreement does not preclude the site owner from entering into leases of the site with other providers; and
- b. Completion of a land division, in accordance with the provisions of Chapter 20.300 VMC, governing land divisions and binding site plans and the state subdivision law, RCW 58.17. (Ord. M-4147 § 4, 12/07/2015; Ord. M-3643, 01/26/2004)

Y. VMC 20.915.070 adopted by Ordinance M-3643, last amended by M-4340, is amended as follows

20.915.070 Calculation of Impact Fee.

A. For residential and nonresidential development. The impact fee for a nonresidential development shall be computed by applying the traffic impact fee formula set out in VMC 20.915.040. The impact fee for a residential development shall be computed by applying the traffic impact fee, park impact fee and school impact fee formulae set out in VMC 20.915.050 and 20.915.060, combining the results; provided, that the school impact fee component shall not apply to housing which by restrictive covenant is exclusively for persons 62 years of age or older.

B. For mixed uses. If the development for which approval is sought contains a mix of uses, the impact fee must be separately calculated for each type of use.

C. Criteria to reduce or eliminate impact fees. An administrative appeal may be considered by the director of ~~community and economic development~~ community development to reduce or eliminate impact fees by submittal of an application prior to the payment of fees. Appeals shall be reserved for unusual circumstances which make the standard impact fee as applied to the development unreasonable. Upon receipt of an application for any such appeal, the city shall distribute a written notice of appeal and a copy of the supporting studies and data required below to the office,

department, or school district responsible for the applicable capital facilities for which the impact fee is imposed. The appeal must be supported by reasonable studies and data provided by the applicant showing that:

1. The formulae or method contained in VMC 20.915.040, 20.915.050 or 20.915.060 to calculate the fees do not accurately reflect the cost of system improvements that are reasonably related to the service demands and needs of a particular development; or
2. Such facility improvements will not reasonably benefit the proposed development.
3. The current development proposal implements a concomitant rezone agreement, development agreement or other development approval pursuant to which public facilities identified in the capital facilities plan were dedicated or constructed, and which are of benefit to the community at large and which fall within the definition of system improvements. The appellant shall have the burden of producing and presenting studies and data that clearly show the basis and substantiation of the appeal upon submittal. Appeals shall be reviewed by means of a Type I procedure, pursuant to VMC 20.210.020. Impact fees may be paid under protest in order to obtain a permit or approval of development activity. (Ord. M-4340 § 3, 2021; Ord. M-4172 § 1, 2016; Ord. M-4107 § 5, 2014; Ord. M-3643, 2004)

Z. VMC 20.920.060.H, adopted by Ordinance M-3643 and last amended by M-3959, is amended as follows:

H. Expedited Development Review Process. An applicant may request an expedited review process for infill projects. An expedited infill project shall be contingent upon city staffing and other resource availability. Community and Economic Development Community Development Department will endeavor to complete review of an infill project within a 60-day time period from Fully Complete (FC) to issuance of the land use decision for projects that do not require a hearing; and 80 days for projects that require a hearing.

AA. VMC 20.920.060.I, adopted by Ordinance M-3643 and last amended by M-3959, is amended as follows:

I. *Infill Development Transportation Standards.* Street standards may be reduced as part of an infill development. See Section ~~11.96~~ 11.80.060 of the Vancouver Municipal Code.

BB.VMC 20.927.040, adopted and last amended by Ordinance M 3778, is amended as follows:

20.927.040 Narrow Lot Development Standards.

A. *Implementation of Performance Standards.* Various design options may be proposed to address the approval criteria of Section 20.927.030 A-C. For example, the use of alleys, narrow driveways, or shared driveways – either separately or in combination – are considered to be effective solutions to many identified conflicts. In addressing the above criteria, the following development standards shall apply:

1. *On-site and off-site improvements plan required.* A development plan that demonstrates that utilities, driveways, street trees, etc., have been located and designed to minimize conflicts with one another shall be submitted with the preliminary land division application and incorporated into the civil engineering plan set. Such plan shall, at a minimum, show all of the following features:
 - a. Proposed location and width of streets, sidewalks, and landscape strips;
 - b. Proposed location, species, and size of required street trees;
 - c. Proposed guest parking spaces as required by VMC 20.927.030(B) and 20.927.040(A)(2);
 - d. Proposed location of other infrastructure including light poles, fire hydrants, and community mailboxes (may be reserved areas) and existing overhead lines;
 - e. Proposed location and width of driveways (narrow lots only);
 - f. Proposed location of public water line, water meter, and sewer line to serve each narrow lot;
 - g. Proposed location and dimensions of areas reserved on each narrow lot for private utilities (phone, cable, gas, electric, etc.) and roof infiltration systems;
2. *Standards for guest parking in common areas.*
 - a. Common areas reserved for guest parking shall have no more than five (5) parking stalls in each area unless applicant demonstrates required parking cannot otherwise be provided.
 - b. Common guest parking areas shall be improved to City parking lot standards including a permanent surface, striping, curbing, 3' tall screening, and treatment of storm water runoff. Use of pervious paving is encouraged.
 - c. Such spaces may be designed to allow for backing movements directly into local access or loop streets only.
 - d. Common parking areas shall be maintained by a homeowners' association according to a maintenance agreement to be recorded with the plat.
3. *Standards for solid waste and recycling access and collection.*
 - a. An access plan for solid waste and recycling collection service to all lots in the development shall be submitted with the land division application.
 - b. The access and collection plan shall show a designated collection point for each lot ~~or solid waste enclosure areas~~ and the ability of collection vehicles to maneuver safely to all points of collection, ~~based on a 35' long by 10' wide vehicle.~~
 - c. ~~All circulation and turnaround designs must meet the requirements of VMC 11.80.070 and the Transportation Standard Details and be feasible using City-provided solid waste truck turning modelling templates and truck specifications. Collection vehicles shall be able to circulate the development and service receptacles with minimal backing required.~~
 - d. Where collection is not feasible on each lot, a designated common collection point to serve up to four lots, located no further than 150 feet from any lot it serves shall be provided. Common collection points shall be shown on the solid waste and recycling plan, and sized to accommodate the carts and bins associated with the city's garbage, yard debris and recycling collection system. System specifics may be obtained from the City's Solid Waste Services department.

e. Collection vehicle turnaround must be provided in cases where more than 4 lots are sharing a grouped set-out or if the distance from the grouped set-out to a lot is greater than 150'.

f. Designated collection points shall be located adjacent to alleys or streets but shall not obstruct sidewalks, bike lanes, or vision clearance triangles.

g. Collection points shall be illustrated on plans and show footprints of all intended carts using dimensions from City- provided solid waste receptacle standards.

h. Each lot must have storage space outside of the right-of-way for carts when not set out for collection day.

3. *Standards for alleys and lots with alley access.* Lots with access from side or rear alleys are highly effective in addressing conflicts at the front street. Where provided, alleys and lots served by alleys shall meet the following standards:

a. Alleys shall consist of 16' paved width within a 20' public right-of-way or private easement, and shall be constructed in accordance with approved City standards. Width of alleys designated as fire apparatus access lanes shall be as approved by the Fire Marshal.

b. All lots adjacent to an alley, existing or proposed, shall provide access to the garage or parking space from the alley, not the adjacent street. Residences with access from alleys shall be oriented to face the public or private street, not the alley.

c. Alleys shall connect with a public or private street at both ends, unless otherwise approved by the Transportation Manager.

d. Maintenance of private alleys shall be the responsibility of the homeowner's association, and a maintenance agreement shall be recorded with the plat.

e. Subdivisions which provide access from alleys to at least 50% of lots shall be eligible for modifications to certain development standards, as specified in VMC [20.927.050](#).

4. *Shared driveways.* Where provided for narrow lots, shared driveways shall meet the following requirements:

a. Shared driveways serving two adjacent lots shall be no wider than 30', measured at the driveway throat, unless the applicant demonstrates on the development plan that a wider driveway will not result in conflicts.

b. Shared driveways which provide access to more than two lots shall be no wider than 18', measured at the driveway throat, and shall be within a 20' minimum wide easement.

c. Only one curbcut is permitted per shared driveway.

d. Shared driveways shall be constructed in accordance with approved shared driveway standards.

e. Garages accessed from shared driveways shall be either single car-width and located no closer to the street than the front wall (not porch) of the residence or, if wider than a single car garage, set back at least 5' from the front wall (not porch) of the residence.

5. *Narrow driveways.* Where provided for a narrow lot, narrow driveways shall meet the following requirements:

a. Narrow driveways shall be no wider than 10' measured at the driveway throat, unless the applicant demonstrates on the development plan that a wider driveway will not result in conflicts.

b. Where possible, narrow driveways on adjoining lots shall be grouped in close proximity to create space along the frontage for parking, trees, utilities, etc.

c. Narrow driveways shall be constructed in accordance with adopted narrow driveway standards.

d. Garages accessed from narrow driveways shall be either single car-width and located no closer to the street than the front wall (not porch) of the residence or, if wider than a single car garage, set back at least 5' from the front wall (not porch) of the residence.

CC.VMC 20.950.030, adopted and last amended by Ordinance M-437, is amended to add new subsection H as follows:

H. Solid Waste and Recycling Access and Collection.

1. An access plan for solid waste and recycling collection service to all dwellings in the development shall be submitted with the application.
2. The access and collection plan shall show either a designated collection point for each lot or a common solid waste storage area for use by all lots and the ability of collection vehicles to maneuver safely to all points of collection. All circulation and turnaround designs must meet the requirements of VMC 11.80.070 and the Transportation Standard Details and be feasible using City provided solid waste truck turning modelling templates and truck specifications. Collection vehicles shall be able to circulate the development and service receptacles with minimal backing required.
3. Collection points and common solid waste storage areas shall be accessible to collection vehicles without requiring backing out of a driveway onto a public street. If only a single access is available to the storage area, adequate turning radius shall be provided to allow collection vehicles to safely exit the site in a forward motion.
4. Where collection is not feasible on each lot, one or more designated common solid waste storage areas, located no further than 150 feet from any dwelling it serves, shall be provided.
 - a. Common outdoor solid waste storage areas must have a smaller gate, door or open walkway entrance for residents in addition to and separate from the service gate(s).
 - b. The dimensions of the common solid waste storage area shall accommodate receptacles consistent with current methods of local collection and allow for pedestrian (driver and residents) access between receptacles. Plans shall show footprints of all intended receptacles using dimensions from City provided solid waste receptacle standards.
 - c. Outdoor common solid waste storage areas shall be enclosed by a screen comprised of a sight-obscuring wall, fence and/or vegetation. Service gate(s) shall allow access to haulers; it shall be capable of being secured in fully closed and open positions.
 - d. Solid waste storage receptacles shall be clearly labeled to indicate the type of materials accepted.
 - e. Common outdoor solid waste storage areas shall not be located in a side or rear yard setback that abuts property that is not within the same development; i.e., impacts of the location on neighboring properties is an important consideration. Every effort should be made to locate outdoor garbage and recycling areas so as to minimize their impacts on existing neighboring residential properties.
6. Designated collection points shall be located adjacent to alleys or streets but shall not obstruct sidewalks, bike lanes, or vision clearance triangles.
7. Maintenance of any private streets or alleys used for solid waste collection service shall be the responsibility of the property owners, and a maintenance agreement shall be recorded with the plat.
8. Each lot must have adequate storage space for carts when not set out for collection day. If lots do not have garages, driveways, or other suitable features for storing carts, individual or shared enclosure areas must be provided and shown on plans. Receptacles and common storage areas must be screened from view and not located in the right of way or adjacent to existing neighboring properties.

DD. VMC 20.970, adopted by Ordinance M-3643 and last amended by Ordinance M-4147, is amended as follows

20.970.010 Purpose.

Purpose. It is the intent and purpose of these provisions to implement the recycling and waste management policies of the City and to support the goals, priorities, and strategies of the Clark County and State of Washington Solid Waste Management Plans. Additionally, the purpose of these regulations is to facilitate the delivery of efficient, safe and convenient refuse and recycling services to facility occupants using collection **containers receptacles**, vehicles and technologies offered through the City's contracted or licensed service providers. Facility designs must incorporate adequate storage space for both solid waste and recyclables and shall provide for a serviceable and accessible on-site location(s) and/or enclosures to temporarily store these materials between scheduled collection days. (Ord. M-3643, 01/26/2004)

20.970.020 Applicability.

A. *Chapter applicability.* This section shall apply to new multi-family residential buildings containing five or more units and nonresidential construction projects that are subject to site plan review, as governed by Chapter [20.270](#) VMC. (Ord. M-3643, 01/26/2004)

20.970.030 Amount of Storage Required.

A. *Storage area criteria.* The amount of solid waste and recyclable storage area required is based on the predominant use(s) of the building, i.e., residential, office, retail, educational/institutional, commercial/industrial or other. If a building has more than one of the uses listed in this section, and that use occupies 20% or less of the gross floor area of the building, the floor area occupied by that use shall be counted toward the floor area of the predominant use(s). If a building has more than one of the uses listed in this section, and that use occupies more than twenty percent (20%) of the gross floor area of the building, then the storage area requirement for the whole building shall be the sum of the requirement for the area of each use.

B. For multiple uses. Storage areas for multiple uses on a single site may be combined and shared.

~~C. *Vertical storage requirements.* The specific requirements are based on an assumed storage height of four feet for solid waste/recyclables. Vertical storage higher than four feet but no higher than seven feet may be used to accommodate the same volume of storage in a reduced floor space. Where vertical or stacked storage is proposed, the site plan shall include drawings to illustrate the layout of the storage area and dimensions of containers.~~

D.C. *Storage standards.* Storage shall be provided consistent with the following:

1. Multi-unit residential buildings containing five or more units shall provide a minimum weekly storage area to accommodate the equivalent of using this formula:

Number of units X 32 gallons = Total weekly storage volume for garbage

Number of units X 48 gallons = Total weekly storage volume for recycling

Number of units X 8 gallons = Total weekly storage volume for glass

32 gallons of garbage per residential unit plus 48 gallons of mixed recycling and 8 gallons of glass recycling. Depending on the number of units, the total volume needed for each stream of waste can be calculated and the number and size of carts or containers determined. Mixed recycling is collected in 95 gallon recycling roll carts, measuring 34 inches deep, 29 inches wide and 45 inches tall (cart measurements may vary a few inches depending on manufacturer). Glass is collected in a 64 gallon roll carts, measuring about 28 inches deep, 27 inches wide and 41 inches tall. Each enclosure storage area must provide for collection of both garbage and recycling with space to walk between the containers.

Here is a formula to use:

Number of units X 32 gallons = Total weekly storage volume for garbage

Number of units X 48 gallons = Total weekly storage volume for recycling

Number of units X 8 gallons = Total weekly storage volume for glass

For garbage, convert gallons to cubic yards to determine the size of dumpster needed. There are roughly 202 gallons per 1 cubic yard.

Mixed recycling or cardboard dumpsters containers and cages, with a standard size of 3 or 4 cubic yards (606 gallons), can be planned for accommodating a portion of the required recycling storage for these commodities. Dimensions provided in table 20.970.020-1

For recycling, determine the number of mixed carts needed by dividing total weekly storage requirements by 95; determine the number of glass recycling carts needed by dividing total weekly storage requirements by 64.

EXAMPLE. A multifamily complex with six units.

6 X 32 = 192 gallons. A one cubic yard container will accommodate the weekly garbage storage requirement and the dimensions of that container are 79 inches 30 inches. 6 X 48 = 288 gallons, divided by 95 gallons equals three mixed recycling carts. 6 X 8 = 48 gallons for glass requirement. Only one 64 gallon cart is required for glass. So, the enclosure needs to accommodate a one yard container for garbage, three 95 gallon roll carts for mixed recycling

and one 64-gallon roll cart for glass. It would require an enclosure that is 8 feet by 12 feet to accommodate the containers needed for a six-plex.

Complexes with less than 20 units are encouraged to include space for a recycling container large enough to accommodate flattened cardboard boxes (typically a 3 yard or 4 yard larger container). Complexes larger than 20 units are required to include space for a 3 or 4 yard recycling container large enough to accommodate flattened cardboard boxes.

Large apartment complexes sometimes utilize a centralized garbage compactor(s) instead of or in coordination with more distributed garbage dumpsters/containers. Compactors are intended for commercial and industrial use by trained personnel and should not be the container that residents use directly for disposal of their household garbage. A compactor requires a concrete pad at least 14 feet wide and 25 feet long and specific electrical supply.

Property owners/managers must still provide convenient recycling locations accessible to residents.

Recycling roll carts are normally co-located with the garbage collection containers, rather than with the compactor, to improve recycling convenience and participation. Below is a table showing garbage dumpster sizes in cubic yards, dumpster dimensions, the weight of an empty container, and the number of apartments units that could be served by a given container size, assuming 1 to 1 1/2 32-gallon equivalent per unit. Garbage dumpsters Containers larger than four 4 cubic yards do not have wheels, so it is necessary to allow sufficient space so they can be emptied without being rolled out. No solid waste or recyclables collecting shall be done in any residential zone before 6:30 a.m. or after 6:30 p.m. (VMC 6.12.130).

Maximum distance from residential unit to closest garbage/recycling enclosure shall be no more than 150 feet.

Table 20.970.020-1 Approximate Garbage Dumpster Sizing				
Dumpster size	Width	Depth	Weight (empty)	Apartments Served
1-yard	79 inches	30 inches	298 pounds	4-6 units
1.5-yard	81 inches	39 inches	329 pounds	6-9 units
2-yard	81 inches	40 inches	395 pounds	8-12 units

Table 20.970.020-1 Approximate Garbage Dumpster Sizing				
Dumpster size	Width	Depth	Weight (empty)	Apartments Served
3-yard	81 inches	47 inches	481 pounds	12-18 units
4-yard	81 inches	57 inches	565 pounds	16-24 units
5-yards	81 inches	64 inches	613 pounds	20-30 units
6-yard	81 inches	68 inches	674 pounds	24-36 units
8-yard	81 inches	82 inches	812 pounds	32-48 units

~~Note: Recycling containers/roll carts require additional storage space and must be located in the same enclosure as garbage containers.~~

2. Nonresidential buildings shall provide a minimum storage area of 100 square feet plus:

- a. Office: four sq. ft./1,000 sq. ft. of gross floor area (GFA);
- b. Retail: 10 sq. ft./1,000 sq. ft. of GFA;
- c. Educational/Institutional: four sq. ft./1,000 sq. ft. of GFA; ~~and or~~
- d. Other: four sq. ft./1,000 sq. ft. of GFA.

3. Large developments or single buildings utilizing a compactor(s) for garbage and/or recycling disposal shall plan for the size of concrete pad appropriate for the equipment being installed and the volume of waste and recycling to be generated, plus allocate additional space for containers for materials not compacted. ~~(Ord. M-4147 § 4, 12/07/2015; Ord. M-3643, 01/26/2004)~~

4. ~~It is required that~~ Storage area space size and area configuration needs be determined based on an assessment of how similarly sized facilities meet their waste disposal and recycling needs.

5. Service agreements between the building owner and the service provider may be required if proposed methods or technologies used to manage waste are atypical or unproven.

20.970.040 Location, Design and Access Standards.

A. *Location.* Required storage areas for solid waste and recyclable materials shall comply with the following standards:

1. The storage area(s) for source-separated recyclable materials in multi-unit residential complexes shall be at the same locations(s) as storage areas for residential mixed solid waste.
2. Indoor and outdoor storage shall comply with City Adopted Building and Uniform Fire Code requirements.
3. Storage area space requirements can be satisfied with a single location or multiple locations, and can combine both interior and exterior locations. Storage areas shall be no farther than 150 feet from each unit and be easily accessed by users and maintenance personnel.
4. Outdoor storage areas can be located within interior side yard or rear yard areas. Outdoor storage areas shall not be located within a required front yard setback or in a yard adjacent to a public right-of-way or private street easement, except alleys, unless no alternative location is possible. Outdoor storage areas shall not be located in a side or rear yard setback that abuts property that is not within the same development; i.e., impacts of the location on neighboring properties is an important consideration. Every effort should be made to locate outdoor garbage and recycling areas so as to minimize their impacts on neighboring properties. When a single family home is converted to an office, the business owners are encouraged to continue roll cart garbage service instead of ~~dumpster container~~ service to minimize the noise impacts on their neighbors.
5. Exterior storage areas shall address both user safety/security and aesthetic considerations.
6. Exterior storage areas can be located in a parking area if the proposed use provides at least the minimum number of parking spaces required per the requirements of Chapter [20.945](#) VMC, Parking and Loading, after deducting the area used for storage and access.
7. The storage area shall be accessible for collection vehicles and located so it will not obstruct pedestrian or vehicle traffic movement on the site or on public streets or sidewalks adjacent to the site.

B. *Design standards.*

1. The dimensions of the storage area shall accommodate containers consistent with current methods of local collection and allow for pedestrian (driver and residents) access between containers. Plans shall show footprints of all intended receptacles using dimensions from City-provided solid waste receptacle standards. See The preferred recycling method of receptacles for resident use recycling collection is with are roll carts versus recycling dumpsters containers. Roll carts are more easily accessed by residents and help to prevent confusion/contamination with garbage.

2. Storage containers shall meet Uniform Fire Code standards and be made of and covered with waterproof materials or situated in a covered area.

3. Exterior storage areas shall be enclosed by a screen comprised of a sight-obscuring wall, fence and/or vegetation. For multifamily tenant access, A a person door, gate, or walkway gate(s) through the fence shall, separate from the service gate or door, is required. allow access to users and haulers. The Service gate(s) for haulers shall be capable of being secured in closed and open positions of 90 degrees or greater.

4. Storage containers shall be clearly labeled to indicate the type of materials accepted.

5. Where electrical connections or engineered structures and surfaces are required to support the utilization of specialized compaction or similar solid waste or recyclables compactors or other storage and handling equipment, these shall be designed according to the applicable codes.

C. Access standards.

1. Access to storage areas can be limited for security reasons. However, the storage area shall be accessible to users at convenient times of the day, and to collection service personnel on the day and approximate time they are scheduled to provide collection service.

2. Storage areas shall be designed to be easily accessible to collection trucks and equipment, considering paving, grade and vehicle access. The percent of grade for access to the pad or enclosure shall not exceed 3%. A minimum of 10' horizontal clearance and 8' of vertical clearance for truck access are required if the storage area is covered. Where direct truck access to a storage area is not possible, the grade and ramp design shall consider the weights and size of containers that can reasonably and safely be managed for "roll-out" to an accessible truck loading position. Only containers 4 cubic yards and smaller can be rolled. Non-rolled containers require 18' vertical clearance in order to be emptied in place. If the collector is expected to move compacted containers larger than 2 cubic yards, mechanized equipment such as motorized pushcart must be provided for efficient transferring of receptacles and to promote worker safety.

3. Storage areas shall be accessible to collection vehicles without requiring backing out of a driveway onto a public street. If only a single access is available to the storage area, adequate turning radius shall be provided to allow collection vehicles to safely exit the site in a forward motion. ~~In the absence of a through street or driveway, a cul-de-sac with a minimum of a 50 foot turning radius should be provided for vehicle maneuvering at the end of the street or driveway. When this is not possible, a hammerhead turnaround at least 20 feet by 20 feet in addition to the street width, should be provided. All circulation and turnaround designs must meet the requirements of VMC 11.80.070 and the Transportation Standard Details and be feasible using City-provided solid waste truck turning modelling templates and truck specifications. Collection vehicles shall be able to circulate the development and service receptacles with minimal backing required. (Ord. M-4147, Amended, 12/07/2015, Sec4, Ord. M-3643, 01/26/2004)~~

Section 4. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

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

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

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Council Members

Read Second Time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2022

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, Chief Financial Officer

Approved as to form:

Jonathon Young, City Attorney

ORDINANCE - 67

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending Appendix E the Vancouver Comprehensive Plan 2011-2030, and VMC 20.130, 20.140, 20.150, 20.180, 20.285, 20.320, 20.430, 20.450, 20.503, 20.570, 20.670, 20.710, 20.790, 20.860, 20.885, 20.920, 20.927, 20.950, 20.960, and 20.970; providing for severability; and establishing an effective date.

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

ATTACHMENT D – WRITTEN PUBLIC COMMENTS RECEIVED

From: lauretta howell

Sent: Thursday, September 8, 2022 1:42 PM

To: Snodgrass, Bryan Subject: Re: Central Park overlay district

Would I be right in assuming that a 40% ratio of multifamily homes is higher than the average in Vancouver Washington? That high ratio of multi family homes built at a time when parking requirements were low has had an impact on available parking in our community. The city is now allowing multi family to be developed with, in my opinion, inadequate on-site parking which would make our parking problem even worse . What concerns me is that in an attempt to make up for the lack of affordable housing the city allows owners on single family but larger than average lots to build tiny homes without adequate parking on site. Could you address that concern? Thank you. Sent from my iPad

> On Sep 7, 2022, at 4:25 PM, Snodgrass, Bryan wrote: > > I have not been able to find any record of the original request and don't know what form it would have been conveyed in. I did find the attached staff report for the original overlay establishment which may have some background information

From: Steve T

Sent: Tuesday, October 4, 2022 4:12 PM

To: Snodgrass, Bryan

Subject: Proposed zoning change at 20101 & 20117 SE 1st St

. Mr Snodgrass I recently received a postcard notice on a proposal to change zoning for 20101 & 20117 SE 1st St from Low Density/R-2 to Commercial/CC. I live at 20028 SE 3rd Cir and the subject zoning change property is located immediately to the north of my property. I just want to say that I strongly object to any zoning change for the subject property. Changing the subject property to Commercial just doesn't make sense. All the surrounding properties to the south of SE 1st St are not zoned for commercial use and it should be kept that way so our neighborhood has a buffer zone for all the commercial development that is already happening on the northside of SE 1st St. We already have to deal with the subject property currently being used as a short term rental property(Airbnb). We already have to deal with noise and bright lights from short You don't often get email from csinoregon@hotmail.com. Learn why this is important term guests going in and out of the subject property sometime at odd hours late at night. I can imagine that would be unbearable if the zoning is changed to commercial and there can be potential noise all throughout the day. On another totally different matter, I want to point out that a traffic light is urgently needed on the intersection of SE 1st St and Westridge Blvd. With the increased traffic in the past few years, and the new development happening on the north side of SE 1st St, it is very difficult and potentially dangerous to make a left turn from Westridge Blvd onto SE 1st St. I hope this can be addressed quickly.

Regards, Steven Tsang

From: C. Schafer

Sent: Sunday, October 2, 2022 1:17 PM

To: Snodgrass, Bryan Subject:

RE: Changes to the Central Park overlay Importance: High

To Bryan Snodgrass and other planning commission members

This letter asks some questions and expresses my concerns about the changes to the Central Park neighborhood overlay change. Parts of Central Park neighborhood that were built in the 1940s or earlier have some special issues that make it more problematic to add housing density. I live at 1200 Y St, Vancouver in the middle of the block on Y Street between Mill Plain on the south and 13th Ave on the north. Comments: Except for 4 houses at the north end of our block, the rest of the houses on the block are on narrow lots with single-car width driveways. In some cases, because of placement of the garages (some of which are 1940s garages that don't fit modern cars), two larger vehicles cannot be parked in the driveway without blocking the side walk. Most residents place one car in their drive way and one on the street. This leaves just enough room for the postal truck to deliver mail—a space that is generally not large enough to park another car. My concern on our street is what happens if ADUs (or similar) increase the density of cars parking on the street. Overflow cars have nowhere to go. Mill Plain to the south has no parking lane. Also 13th to the north has limited parking as it is an old narrow street that goes by the Pioneer Cemetery. The parking that is on 13th near Y St is generally used by the duplexes near the corner of Y Street and 13th. X Street (just north of our block) has had parking issues since the mid-block apartments were built. So there is really no overflow parking options available near our street if increased building density brings more cars to the street. MY QUESTIONS INCLUDE: Does this overlay proposal change what can happen to the following property? There are 2 parcels (mid-block) labeled #176 and #177 of John Maney. (Also labeled Property ID 35317000 and 35316000.) They are behind the properties at 1110 and 1116 Y St. A few years ago, the owner of these properties tried to create a new building area by removing driveways from the 2 houses and then filed a new deed with the county using those 2 driveways as potential access to the lots in the back. (While the driveways are temporarily being used by the houses whose driveway ownership was removed, that would change if these back parcels were approved for development. Would building on these parcels (or addition of ADUs) on the street require the city to notify the neighbors near the building areas and allow for input before building permits were given? Are parking issues taken into consideration when approving such permits to build? It is my understanding that ADUs only require one parking spot off road? If a 2-bedroom structure was built on the parcels in question, that could mean four people might move in with parking for only 1 car and the rest of the people would be trying to park on the street along with the inhabitants of the 2 houses in front of the parcels that own no driveways. We already have a fair density of cars on this street. There is also at least 1 house on this street with 4 young adults sharing a house--each with a car.

All need their cars as they commute long distances to work or work nights which makes bus use not feasible. Parking is already problematic on this street and increasing housing density will only intensify the problem. Please respond to the questions that are underlined. Thank you.

Sincerely, Carol Schafer csinoregon@hotmail.com Resident of 1200 Y St, Vancouver, WA 98661

From: lou ann way

To: Planning Commission Subject: Citizen Communication

Date: Monday, October 10, 2022 4:48:17 AM

My name is Lou Way and I live at 9203 NE 53rd Street. I would like to see the zoning stay as a commercial zone. Vancouver does not have a lot of commercial buildings the size as the one at 5204/5206 NE 94th ave. Vancouver would like to compete with Portland and businesses are moving from Oregon but if those potential companies are not offered the size structure needed for those business to succeed they will not come here. Commercial/ business taxes are far better for city revenue than those credits you will be giving to developers to build affordable housing. The city of Vancouver needs to have commercial buildings available for those businesses bouncing back from the pandemic for without businesses there will be no need of housing. Please keep 5204/5206 zoned for commercial. Thank you for listening to a concerned neighbor.

Lou Way Sent from my iPad

From: N Sukkau

To: Planning Commission

Cc: Nischik, Julie

Subject: Fwd: Agenda for 10/11/2022 - Lieser School - from Urban low density R-6 to Urban High density R-30

Date: Tuesday, October 11, 2022 11:36:13 AM

Feedback regarding messaging. This project has been delayed for years, and the outreach to the local community has been inadequate. Only half of my neighbors are aware this project is even funded and ready to begin soon. When I attended the last outreach at the school I discovered it was simply an event to clean out the school. I did not receive any answers to my questions below: The Fire/Life/Safety component is understood. We need a new fire station, and this may be the ideal area that needs to be served. The addition of affordable housing feels like a bolt on to this project. Scope creep defined. Where are the studies to show that the local infrastructure can support the addition of 100+ families in

essentially a city block of existing residential zoning? Here are my specific questions that must be addressed for the community:

- 1) What Seismic study and engineering has been integrated in to the proposed High Density Housing and Auxiliary Buildings? How is any existing building that will remain being retrofitted to meet these standards. -OR- do we need to make clear this will not be a seismically reinforced structure?
- 2) Power (Electrical infrastructure). How is the site being serviced? What level of expansion is expected. Where is the environmental study to show: Solar exposure (what is the solar production capacity, and what is being installed?) 1000kW solar should be included.
- 3) Water (Mains) How is the site and area being upgraded for the water requirements of this site. Is there a plan to harvest grey water for eco use? Catch basin designed for runoff? Plant/vegetation considerations?
- 4) Sewer (Mains and aux.) How is this site being prepared to handle the additional sewer capacity for black water and grey water sources?
- 5) Telecommunications – Will this community receive fiber optic high speed internet, or be at the mercy of existing, slow telco infrastructure. E.g. How are you ensuring “Digital Equity”.
- 6) Police - Who is representing the East Vancouver Police dept. for this project? How do they plan to assign additional resources to this area to ensure safety? This is already a high crime area, with low engagement from the community.
- 7) Fire – This may be obvious with the inclusion of the station, but who is the designated contact/representative from Vancouver Fire to talk to this. How do they plan to assist the local community that is essentially in their backyard. I would expect more service calls unrelated to fire in the vicinity. (Life/Safety assistance calls w/ Police etc.)
- 8) Hospital/ER services. Who is being engaged at SW Washington Medical Center? This is very close, and I would expect health care visits from locals to increase. How is this being addressed and prepared?
- 9) Local homeowners and Realtors should be re-engaged. We already pay very high taxes in this area, and have some limited high density. Low income apartments are also abundant in this area leading to local challenges that are currently unaddressed. (Crime, poverty, and decreased community resources) Who has engaged with the major homeowners associations and Realtors to discuss Taxes, property values, and other challenges the local community would like addressed?
- 10) Please explain the tenant profile for this project. The slides only show the outlier or the subset of groups to be served. WHO will be served the most by this project? Who is the targeted demographic. Do we have profiles of the people we are looking to serve with this? If so, please expand on who we will help the most? (Slide deck statistics only show a portion.. I want to see the whole picture) In closing, this high density housing proposal will substantially impact local quality of life and asks for variances that do not clearly benefit the area. More in depth analysis of the issues I outlined from both a infrastructure

and people perspective -- needs to be performed before approving ANY additional zoning changes. Message discipline with the community must follow. Ensure there is real support. (Sending a post card is not sufficient)

Nathan Sukkau Local Homeowner & Certified Disaster Recovery Engineer nsukkau@outlook.com



Staff Report: 206-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/12/2022

SUBJECT 2022 Second Supplemental Budget

Key Points

- Budget adjustments are made each year to reflect changes in revenues and expenditures that occur after the biennial budget is adopted.
- This supplemental budget is mostly administrative in nature. It includes a total increase in the City's 2022 appropriation of \$25 million.
- The 2022 Fall supplemental impacts will have no impact on the 2023-2024 Biennial budget, in accordance with state law. The unexpended appropriation will expire at the end of 2021-2022, unless carried forward via a subsequent 2023 supplemental budget action.

Strategic Plan Alignment

The action is reflective of all Strategic Plan Goals.

Present Situation

The second supplemental of 2022 includes mostly administrative items, such as accounting true-ups and dissolution of several funds that are no longer needed. The 2022 Fall supplemental impacts will have no impact on the 2023-2024 Biennial budget, in accordance with state law. The unexpended appropriation will expire at the end of 2021-2022, unless carried forward via a subsequent 2023 supplemental budget action.

The recommended expenditure appropriation increases for the City's Operating and Capital funds included in the 2022 Second Supplemental Budget totals \$25 million. This represents an increase in appropriation in the operating budget of \$24.7 million, and an increase in the Capital budget of \$0.3 million. The net impact on all City resources is decrease of \$15.9 million in City resources.

The total Operating budget appropriation change in the General, Street and Fire funds represents an increase of \$1.44 million. The remaining \$23.24 million increase relates to changes in other operating funds.

Adjustments to the General, Street and Fire funds include an increase of \$0.8 million in the Fire fund to cover the estimated cost of the PTO cash-out, fuel cost increase impact and cost allocation budget true-up. The additional \$0.5 million appropriation increase in the Street fund represents the impact of the recent Development Agreement with one of the property owners on the Waterfront, resulting in \$0.5 million funding for one of the Streets projects in the downtown area.

The remaining appropriation increase relates to changes in other operating City funds. Major changes are summarized below:

- An increase of \$4.8 million in the Water utility fund to accommodate the increase in utility revenues to allow for a true-up of the utility tax appropriation. This appropriation is fully covered by increased revenues.
- Increase of \$4.9 million in the Risk fund appropriation to adjust for an increase in property and liability claims of \$4.2 million, \$0.5 million increase in the cost of City's insurance premiums and \$0.2 for other minor adjustments.
- Additional budget appropriation for the anticipated projects costs funded by the Affordable Housing property tax of \$4.5 million.
- Increase of \$3.4 million in the appropriations in the various Park Impact fees resulting from consolidation of funds from old districts (2, 3, 4, 6, 7) to the new districts (A, B, C). This is in accordance with the Council direction to close the old districts funds. These are backed by cash balances in those funds.
- Additional budget appropriation of \$2 million is added to the School District Impact Fee Fund due to a stronger construction economy than originally budgeted and a potential for higher SIF revenues than anticipated in the budget. This increase is fully offset by the revenue from developers.
- Increase of \$2 million in the Fire Equipment Fund, to pay for an early purchase of a fire truck. The vehicle cost will be covered by the new property tax levy revenues in 2023.

The total net Capital Budget appropriation of \$0.3 million (including internal transfers) is included in the Second Supplemental of 2022. Expenditures by project are outlined in Attachment C to the ordinance. Below is the project being changed in the Supplemental:

- Parks capital project totaling \$0.3 million for:
 - True-up of project: Ida Bell Jones Park to be funded with parks impact fees.

Advantage(s)

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

Disadvantage(s)

Proposed supplemental recommends spending a net amount of \$15.9 million across all funds.

Budget Impact

Approval of this Ordinance will add \$25 million in additional budget appropriation city-wide. The appropriation will lapse at the end of 2022, unless carried forward through a separate council action in 2023.

Prior Council Review

Adopted 2021-2022 Biennial Budget, approval of Development Agreement with Kirkland on 11/28/22, approval of the levy lid lift to fund increased fire services.

Action Requested

On Monday December 12, 2022, approve the ordinance on first reading, setting the date of public hearing for Monday December 19, 2022.

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

ATTACHMENTS:

- ▣ Ordinance
- ▣ Attachment A to the Ordinance of Changes in Appropriation by Fund
- ▣ Attachment C to the Ordinance of Changes in Capital Projects

12-12-2022
12-19-2022

ORDINANCE M-_____

AN ORDINANCE relating to the 2021-2022 Biennial Budget and making various appropriations in various funds; declaring an emergency.

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Supplemental appropriations are needed to meet certain necessary expenditures to be incurred in 2021-2022 which were not and could not reasonably have been foreseen at the time of adoption of the 2021-2022 Budget. As required by RCW 35.34.120, there is hereby set forth in summary form the total adjustments of expenditure appropriations for each separate fund adjusted and the aggregate totals for all such funds combined, as set forth in Attachment "A" of this ordinance. Attachment "C" outlines specific capital projects included in the 2021-2022 City of Vancouver Capital Budget.

Section 2. As reported in SR No. _____ the appropriations made in this ordinance are necessary to meet certain necessary expenditures that will be incurred in 2021-2022 which were not and could not reasonably have been foreseen at the time of adoption of the 2021-2022 Budget; an emergency is hereby declared, and this ordinance shall go into effect immediately upon final passage.

Read first time:

ORDINANCE - 1

PASSED BY THE FOLLOWING VOTE

Ayes: Councilmembers

Nay: Councilmembers

Absent Councilmembers

Read second time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2022.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 2

ORDINANCE SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to the 2021-2022 Biennial Budget and making various appropriations in various funds; declaring an emergency. Supplemental appropriations are needed to meet certain necessary expenditures to be incurred in 2021-2022 which were not and could not reasonably have been foreseen at the time of adoption of the 2021-2022 Budget; providing for an immediate effective date.

ORDINANCE - 3

2022 Second Supplemental Budget Appropriation by Fund

2022 Budget Adjustment

Operating Budget

General, Street, and Fire Funds

General Fund	96,414
Fire Fund	806,698
Street Funding Initiative - Operating Fund	537,500
Total General, Street, and Fire Funds	1,440,612

Special Revenue Funds

Affordable Housing	4,555,000
Parkhill Cemetery Improvement Fund	2,000
Criminal Justice Fund	10,000
REET 1 (2002 Special Revenue Fund)	80,000
Fire Equipment Fund	1,949,269
Emergency Ambulance Services Contract Admin Fund	3,942
PIF - Acq District 2	353,066
PIF - Acq District 3	95,963
PIF - Acq District 4	2,400,173
PIF - Acq District 7	526,938
Impact Fees - School Districts	2,000,000
PIF - District 6	20,100

Enterprise Funds

Surface Water Management Fund	350,000
Water Utility Fund	4,800,000
Parking Services Fund	736,572

Internal Service Funds

Facilities Asset Management and Replacement Reserve	1,500
Self-Insured Worker's Comp & Liability Fund	4,858,300
Self-Insured Health Insurance Fund	500,000

Fiduciary Funds

SW Washington Regional SWAT Team Fund	5,632
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Total Other Funds Expense Budget 23,248,455

Total Operating Expense Budget 24,689,067

Capital Budget

Capital Project Funds

Parks Construction Fund (Capital Projects only)	160,000
Total Capital Project Funds	160,000

2022 Budget Adjustment**Capital Funding Transfers Supporting COV Capital Projects Budget**

PIF - Acq District 1	86
PIF - Acq & Dev District 2	(281,608)
PIF - Acq & Dev District 3	(76,047)
PIF - Acq & Dev District 4	(2,347,755)
PIF - Acq & Dev District 7	241,269
PIF - District A	160,000
PIF District B	40,253
PIF - District C	2,423,802

Total Transfers for Capital	160,000
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Total Capital Expense Budget	320,000
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Total Operating and Capital Expense Budget	25,009,067
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City of Vancouver

Attachment C

2022 Second Supplemental Capital Projects by Group

Capital Group	Project Name	2022 Second Supplemental
Parks	Ida Bell Jones Park Development	160,000
Parks Total		160,000
Grand Total		160,000

VOUCHER APPROVAL

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

\$ 3,829,575.85 this 12th day of December 2022.

DocuSigned by:



NOV 28 2022 10:00:00 EC3424...

MAYOR



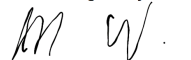
AUDITING OFFICER

DocuSigned by:



COUNCILMEMBER

DocuSigned by:



COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
November 28, 2022 - December 4, 2022	Accounts Payable Checks (see attached)	\$ 3,774,602.89
November 28, 2022 - December 4, 2022	Hansen City Payments (see attached)	\$ 4,124.50
November 28, 2022 - December 4, 2022	Visa Refunds (see attached)	\$ 5,082.15
November 28, 2022 - December 4, 2022	Payroll Checks (see attached)	\$ 45,766.31
TOTAL		\$ 3,829,575.85

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	11/2/2022	76,451.49	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Manual Wire	No Reference	11/21/2022	60,120.17	Paymentus Corporation	
Supplier Payment	Manual Wire	No Reference	11/28/2022	9,056.39	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	11/28/2022	50.00	City of Portland Revenue Division	
Supplier Payment	Manual Wire	No Reference	11/28/2022	37,996.85	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	11/29/2022	201,029.11	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	11/29/2022	3,771.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	11/29/2022	752,776.52	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	11/29/2022	13,983.70	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	11/30/2022	459,412.58	State of Washington Department of Revenue	
Procurement Card Payment	Manual Wire	No Reference	12/1/2022	750,176.63	CoV JPM Procurement Card	
Supplier Payment	Manual Wire	No Reference	12/1/2022	3,098.51	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	12/2/2022	61,199.32	Liberty Mutual Group Inc.	
Miscellaneous Payment	Manual Wire	No Reference	12/2/2022	9,464.33	PNC Bank	Various PNC p-card transactions
			Manual Wire Total	2,438,586.60		
Cash Advance Payment	Direct Deposit	EFT-00174025	12/1/2022	120.00	Julie Ballou	Travel Advance
Expense Payment	Direct Deposit	EFT-00174026	12/1/2022	204.51	Patrick Herzog	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174027	12/1/2022	336.29	Stuart Morley	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174028	12/1/2022	216.96	Charles Fell	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174029	12/1/2022	58.99	Heidi Scarpelli	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174030	12/1/2022	615.80	Dan Lloyd	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174031	12/1/2022	46.50	David Galazin	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174032	12/1/2022	136.00	Jason Oldham	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174033	12/1/2022	216.99	Michael Permin	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00174034	12/1/2022	8.14	Robert Givens	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00174035	12/1/2022	97.50	Michael Whitney	Travel Advance
Expense Payment	Direct Deposit	EFT-00174036	12/1/2022	66.75	Beau Hull	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00174037	12/1/2022	383.50	Ross Keys	Travel Advance
Expense Payment	Direct Deposit	EFT-00174038	12/1/2022	225.00	Kevin Cothren	Employee Reimbursement
			Direct Deposit Total	2,732.93		
Supplier Payment	EFT	EFT-00174039	12/1/2022	240.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00174040	12/1/2022	24,631.35	Mead and Hunt Inc	
Supplier Payment	EFT	EFT-00174041	12/1/2022	71,405.06	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00174042	12/1/2022	959.52	Pitney Bowes Inc	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	EFT	EFT-00174043	11/30/2022	3,219.44	Clark and Sons Excavating Inc	
Supplier Payment	EFT	EFT-00174044	12/1/2022	607.37	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00174045	12/1/2022	3,530.21	Fire Systems West	
Supplier Payment	EFT	EFT-00174046	12/1/2022	163,053.48	Share Inc	
Supplier Payment	EFT	EFT-00174047	12/1/2022	78,380.16	Kirby Nagelhout Construction Company	
Supplier Payment	EFT	EFT-00174048	11/30/2022	8,987.15	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00174049	12/1/2022	271.25	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00174050	12/1/2022	1,596.63	Power Systems West	
Supplier Payment	EFT	EFT-00174051	12/1/2022	56,802.98	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00174052	12/1/2022	8,982.00	Sequence Graphics LLC - Remit-To: Sequence Graphics	
			EFT Total	422,666.60		
Ad Hoc Payment	Check	7898	11/30/2022	53.89	Anderson,Albert	Utility Refunds: 0066040100-05
Ad Hoc Payment	Check	7899	11/30/2022	130.00	Anne Spiers or Binh Van Ho	Utility Refunds: 0149001236-07
Ad Hoc Payment	Check	7900	11/30/2022	142.42	Bonnell Living Trust	Utility Refunds: 0101002154-07
Ad Hoc Payment	Check	7901	11/30/2022	62.98	Breckenridge Property Fund 2016 LLC	Utility Refunds: 0109000826-05
Ad Hoc Payment	Check	7902	11/30/2022	1,778.11	Cestusline	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	7903	11/30/2022	128.77	Fowler,Christopher	Utility Refunds: 0103020800-07
Ad Hoc Payment	Check	7904	11/30/2022	24.77	Fuller,Edward	Utility Refunds: 0138001632-03
Ad Hoc Payment	Check	7905	11/30/2022	128.00	Harman,Jennifer	Utility Refunds: 0073003262-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	7906	11/30/2022	27.44	Heim,Jeraldeen	Utility Refunds: 0063046170-03
Ad Hoc Payment	Check	7907	11/30/2022	118.28	Jones,Roberta	Utility Refunds: 0044077975-03
Ad Hoc Payment	Check	7908	11/30/2022	232.00	Kent,David	Utility Refunds: 0079091030-04
Ad Hoc Payment	Check	7909	11/30/2022	122.05	Liu,Si	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	7910	11/30/2022	29.95	Luke,Susan or Matthew	Utility Refunds: 0088000800-09
Ad Hoc Payment	Check	7911	11/30/2022	148.21	Mills,Jonathan or Serena	Utility Refunds: 0026042700-14
Ad Hoc Payment	Check	7912	11/30/2022	62.81	Moore,Melissa	Utility Refunds: 0161007360-02
Ad Hoc Payment	Check	7913	11/30/2022	65.72	Pickell,Donnalee	Utility Refunds: 0044077975-03
Ad Hoc Payment	Check	7914	11/30/2022	50.44	Reiley,Steven	Utility Refunds: 0079070583-03
Ad Hoc Payment	Check	7915	11/30/2022	63.88	Schmitz,Holly	Utility Refunds: 0500001859-03
Ad Hoc Payment	Check	7916	11/30/2022	200.00	Simpson,John or Marjorie	Utility Refunds: 0043087400-15
Ad Hoc Payment	Check	7917	11/30/2022	37.42	Zwer,Patricia	Utility Refunds: 0017076900-00
Expense Payment	Check	7918	11/30/2022	170.00	Daniel Kumpula	Employee Reimbursement
Supplier Payment	Check	7919	11/30/2022	774.69	Albina Holdings Inc	
Supplier Payment	Check	7920	11/30/2022	116.43	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	7921	11/30/2022	3,168.90	Arborscape Ltd Inc	
Supplier Payment	Check	7922	11/30/2022	86.46	AT & T Mobility II LLC	
Supplier Payment	Check	7923	11/30/2022	25,000.00	BRAVO VANCOUVER CONCERT SERIES	
Supplier Payment	Check	7924	11/30/2022	975.00	Brian Capron	
Supplier Payment	Check	7925	11/30/2022	19,653.13	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	7926	11/30/2022	500.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	7927	11/30/2022	3,132.50	CBG Communications Inc	
Supplier Payment	Check	7928	11/30/2022	42.04	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	7929	11/30/2022	55.00	Cellco Partnership - Remit-To: Cellco - NJ	
Supplier Payment	Check	7930	11/30/2022	29,955.85	CH2M Hill Engineers Inc - Remit-To: CH2M Hill Engineers Inc - Bellevue	

INVOICE PAYMENTS REPORT

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Supplier Payment	Check	7931	11/30/2022	39.26	Clark Public Utility District No. 1	
Supplier Payment	Check	7932	11/30/2022	461,743.77	Clark Public Utility District No. 1	
Supplier Payment	Check	7933	11/30/2022	1,376.08	Cloud PWR	
Supplier Payment	Check	7934	11/30/2022	64.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	7935	11/30/2022	2,390.15	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	7936	11/30/2022	5,901.78	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	7937	11/30/2022	3,486.81	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	7938	11/30/2022	877.50	Grey Stone Partners, Inc	
Supplier Payment	Check	7939	11/30/2022	6,099.55	Herrera Environmental Consultants Inc	
Supplier Payment	Check	7940	11/30/2022	1,131.39	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	7941	11/30/2022	26,018.91	Janus Youth Programs Inc	
Supplier Payment	Check	7942	11/30/2022	2,476.40	Kar-Gor Inc	
Supplier Payment	Check	7943	11/30/2022	12,591.43	Keller Associates Inc	
Supplier Payment	Check	7944	11/30/2022	2,081.33	Kittelson & Associates Inc	
Supplier Payment	Check	7945	11/30/2022	3,345.50	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	7946	11/30/2022	60.76	Lakeyland Inc	
Supplier Payment	Check	7947	11/30/2022	27,417.39	McFarlanes Bark Inc	
Supplier Payment	Check	7948	11/30/2022	5,400.00	Michael McCulloch Architecture LLC	
Supplier Payment	Check	7949	11/30/2022	2,351.25	Murray Smith Inc	
Supplier Payment	Check	7950	11/30/2022	2,455.95	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	7951	11/30/2022	21,600.13	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	7952	11/30/2022	767.17	Parametrix, Inc	
Supplier Payment	Check	7953	11/30/2022	601.48	PBS Engineering and Environmental Inc	
Supplier Payment	Check	7954	11/30/2022	245.00	Porter W Yett Company	
Supplier Payment	Check	7955	11/30/2022	3,186.00	Portland Adventist Medical Center	
Supplier Payment	Check	7956	11/30/2022	7,598.88	PPC Solutions Inc	
Supplier Payment	Check	7957	11/30/2022	17,780.00	Professional Development Academy, LLC	
Supplier Payment	Check	7958	11/30/2022	296.80	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	7959	11/30/2022	4,479.08	Solid Waste Systems, Inc.	
Supplier Payment	Check	7960	11/30/2022	6,791.87	SP Plus Corporation	
Supplier Payment	Check	7961	11/30/2022	21,270.18	State of Washington Department of Employment Security - Remit-To: State of Washington Department of Employment Security / Seattle	
Supplier Payment	Check	7962	11/30/2022	127.15	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Check	7963	11/30/2022	173.21	State of Washington Department of Transportation	
Supplier Payment	Check	7964	11/30/2022	9,537.70	Tapani Materials Inc	
Supplier Payment	Check	7965	11/30/2022	10,257.05	Taurus Power and Controls Inc	
Supplier Payment	Check	7966	11/30/2022	4,109.51	The ADT Security Corporation	
Supplier Payment	Check	7967	11/30/2022	4,150.14	Triple J Enterprises	
Supplier Payment	Check	7968	11/30/2022	17,662.31	TV Etc ESD 112	
Supplier Payment	Check	7969	11/30/2022	302.00	Vancouver Aire LLC	
Supplier Payment	Check	7970	11/30/2022	5,000.00	Vancouver Ballet Forklorico	

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	7971	11/30/2022	244.14	W.B. Sprague Co. Inc.	
Supplier Payment	Check	7972	11/30/2022	46,316.58	Wallis Engineering PLLC	
Supplier Payment	Check	7973	11/30/2022	8,662.85	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	7974	11/30/2022	25,045.00	Water Systems Consulting Inc	
Supplier Payment	Check	7975	11/30/2022	1,170.28	Western Water Works Supply Co Inc	
Supplier Payment	Check	7976	11/30/2022	5,578.57	Why Community	
Supplier Payment	Check	7977	11/30/2022	14,614.23	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	7978	11/30/2022	3,740.37	W Todd Pascoe	
Supplier Payment	Check	7979	11/30/2022	5,551.65	Xchange Recovery	
Supplier Payment	Check	7980	11/30/2022	60.99	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Customer Refund	Check	7981	11/30/2022	369.81	AT&T NETWORK REAL ESTATE ADMINISTRATION	Refund for overpayment
Customer Refund	Check	7982	11/30/2022	450.00	DEPARTMENT OF ECOLOGY	Refund for overpayment
Miscellaneous Payment	Check	7983	11/30/2022	6,001.50	Creative Contracting Inc.	30 Multiple applications
Miscellaneous Payment	Check	7984	11/30/2022	45.50	Daniel Weaver	Refund - Lot 18 P1/P2 Permit COV12391
Miscellaneous Payment	Check	7985	11/30/2022	35.33	Faster Permits	CMI-330320 (jobsite: 3807 SE Hidden Way)
Miscellaneous Payment	Check	7986	11/30/2022	61.47	Henco Plumbing Services LLC	MPE-329013 (jobsite: 4701 NE 77th Ave. C 11)
Miscellaneous Payment	Check	7987	11/30/2022	500.00	Kenia Mata Garcia	Rental Damage Deposit Refund
Miscellaneous Payment	Check	7988	11/30/2022	210.00	Mariana Lopez	Rental Damage Deposit Refund
Miscellaneous Payment	Check	7989	11/30/2022	250.00	Sharron Hall	Rental Damage Deposit Refund
Miscellaneous Payment	Check	7990	11/30/2022	31.00	S Levn	REFUND FOR SWIM LESSONS AT FCC - VOUCHER 2008265.030
Miscellaneous Payment	Check	7991	11/30/2022	50.00	Tessa Vanderpool	2021 Parks account refund
Miscellaneous Payment	Check	7992	11/30/2022	59.51	Tim's Mechanical Plus	Refund for permit MPE-308669
Miscellaneous Payment	Check	7993	11/30/2022	180.00	TLJJ LLC	Refund for Bus Lic Fees due to COVID-19 surcharge refund program
Miscellaneous Payment	Check	7994	11/30/2022	25.00	Tomilynn Ross	Refund for overpayment on parking citation 7202505191
Miscellaneous Payment	Check	7995	11/30/2022	20.00	Toni Dorenda	refund for overpayment on alarm inv #99422346
Miscellaneous Payment	Check	7996	11/30/2022	119.02	Vasile Bucsa	Refund for permit MPE-299391 & MPE-299393
Miscellaneous Payment	Check	7997	11/30/2022	50.00	Victorrea Crane	Refund damage deposit for VOUCHER 2008547.030
Miscellaneous Payment	Check	7998	11/30/2022	556.00	Walmart	Refund for duplicate payment on inv 77033665 cust 442248
Miscellaneous Payment	Check	7999	11/30/2022	5.00	Watumull	refund for overpayment on inv #77028361
Miscellaneous Payment	Check	8000	11/30/2022	20.00	Wendy's #8496	Refund for Alarm Acct #17661 / Inv #9946707
Miscellaneous Payment	Check	8001	11/30/2022	5.00	Wildfin Restaurant	refund for overpayment for inv #77025112
Miscellaneous Payment	Check	8002	11/30/2022	65.00	William Paul Carr	Parking Refund - cust paid citation that wasn't his

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>
Miscellaneous Payment	Check	8003	11/30/2022	20.00	William Watson	Friday Flicks Cancellation Refund 9/11
Miscellaneous Payment	Check	8004	11/30/2022	20.00	Wy' East Pointe	Refund for overpayment on alarm act #9065 / inv #99445626
			Check Total	910,616.76		
			Manual Wire Total	2,438,586.60		
			Direct Deposit Total	2,732.93		
			EFT Total	422,666.60		
			12/5/2022	4,124.50	City Payments	Posted 11-28-22 to 12-04-22
			Hansen Total	4,124.50		
			11/28/2022	3,042.00	Miscellaneous	Parks Class Refunds FCC 11-28-22 to 12-04-22
			11/28/2022	2,040.15	Miscellaneous	Parks Class Refunds MCC 11-28-22 to 12-04-22
			VISA Total	5,082.15		
			Payroll Total	45,766.31		
			GRAND TOTAL	3,829,575.85		

\$ 45,766.31

12/12/2022

ORDINANCE NO. M-_____

AN ORDINANCE declaring an emergency and imposing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development or expansion of large warehouse and distribution facilities totaling more than 100,000 square feet under the Warehouse/Freight Movement use classification in the Light Industrial (IL) and Heavy Industrial (IH) zoning districts, as defined in Vancouver Municipal Code Title 20 or as otherwise allowed, such as by prior development agreement, based on certain findings of fact justifying this action and adopted by City Council, and establishing an immediate effective date.

WHEREAS, the City has the authority to adopt temporary moratoria pursuant to RCW 36.70A.390 and RCW 35.63.200, provided that such action is justified by adopted findings of fact and a public hearing is scheduled and held within 60 days of adopting this emergency moratorium in accordance with these statutes; and

WHEREAS, this temporary moratorium may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact demonstrating the necessity for such an extension are made prior to each renewal; and

WHEREAS, large warehouse and distribution facilities have a role in the local and regional economy but, because they are typically a low skill and low employment use, they are not a high priority sector in the *Clark County Economic Development Plan*; and

WHEREAS, as set forth in the City's recent climate action plan workshops, building energy and transportation are the most significant sources of greenhouse gas emissions and are unavoidable elements of the large warehouse and distribution facility use; and

WHEREAS, warehouse capacity is reportedly at a premium in the United States with ninety-six percent of available space in use and the continued post-COVID-19 growth in e-commerce represents a fundamental shift in warehouse and shipping logistics, requiring more and larger facilities not contemplated by the existing code or evaluated in the context of the City's current climate action priorities; and

WHEREAS, commercial real estate market data and warehouse development standards indicate that warehouses are typically constructed at either less than 25,000 square feet for individual local business operations or greater than 100,000 square feet for large-scale regional distribution, and that those large warehouse and distribution facilities of greater than 100,000 square feet are developing at an unprecedented and unforeseen rate; and

WHEREAS, the City currently has eight proposed warehouse and distribution center development projects in the land use application or building permit process, one with 80,000 square feet and seven with between 275,000 to 681,000 square feet of planned large warehouse and distribution facility space, resulting in a total of 3.34 million allocated square feet; and

WHEREAS, the City currently allows warehouse and distribution facilities as a permitted use in the Light Industrial (IL) and Heavy Industrial (IH) zones with no limit on size and, pursuant to existing development agreements, such facilities may also be a permitted use in other non-residential zones; and

WHEREAS, the City does not have unlimited industrial land, particularly larger, contiguous parcels, and the size of these facilities and rising number of proposals may foreclose opportunities for higher value employment sectors with lesser climate impacts; and

WHEREAS, the surge in new, large warehouse developments and national trends suggest that more such proposals will be forthcoming with unconsidered and potentially irreversible

implications for the City's climate action framework, transportation systems, and stated goal of attracting high-skilled, high-wage employment uses; and

WHEREAS, without a temporary moratorium the City could, in the near future, receive applications for development that would conflict with the achievement of the long-range vision for the City's economic development and climate action initiatives, but be vested to existing land use regulations before the City can study potential effects; and

WHEREAS, the enactment of this ordinance constitutes an emergency due to potential land use, climate, transportation, and economic impacts that could likely result from continued development of large warehouse and distribution facilities absent adequate standards to address unintended consequences; and

WHEREAS, a temporary moratorium will require the City to hold public hearings and maximize public input in the consideration of specific standards, without jeopardizing possible land use options that may otherwise be precluded by unrestricted development; and

WHEREAS, the City Council finds that the adoption of a temporary moratorium promotes the public health, safety, and general welfare and convenience of the people of Vancouver, and will encourage the most desirable and productive use of land and properties; and

WHEREAS, based on the facts recited above, the City Council finds that it would be appropriate to enact a moratorium on new applications for such projects to allow the City time to study the climate, transportation infrastructure, and economic implications from this identified recent trend and, if merited by such study, recommend regulatory changes to the Vancouver Municipal Code as needed to address concerns;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Temporary Moratorium. As authorized by RCW 36.70A.390 and RCW 35.63.200 and justified by the findings of fact set forth above, the City Council hereby adopts a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development or expansion of large warehouse and distribution facilities totaling more than 100,000 square feet under the Warehouse/Freight Movement use classification in the Light Industrial (IL) and Heavy Industrial (IH) zoning districts, as defined in Vancouver Municipal Code Title 20 or as otherwise allowed, such as by prior development agreement.

Section 2. Exemptions. The moratorium established in Section 1 of this ordinance shall not apply to permits required for upkeep, repair, or basic maintenance of existing large warehouse and distribution facilities or to work mandated by the City as necessary to maintain public health and safety.

Section 3. Duration. This moratorium shall be in effect for six months following the effective date established in Section 6 of this ordinance, or as otherwise renewed in accordance with RCW 36.70A.390.

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

Section 5. Public Hearing Required. Pursuant to RCW 35.63.200 and RCW 36.70A.390, a public hearing on the adopted moratorium will be held no more than sixty days following the adoption of this ordinance.

Section 6. Effective Date. The City Council hereby finds and declares that an emergency exists which necessitates that this ordinance become effective immediately in order to preserve the public health, safety, and welfare. This ordinance shall become effective immediately upon passage. The City Clerk is directed to publish a summary hereof including the title at the earliest possible publication date.

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this 12th day of December, 2022.

Anne McEnery-Ogle, Mayor

ATTEST:

By: Natasha Ramras, City Clerk (or Designee)

APPROVED AS TO FORM:

By: Jonathan Young, City Attorney (or Designee)

SUMMARY

ORDINANCE NO. M-

AN ORDINANCE declaring an emergency and imposing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development or expansion of large warehouse and distribution centers totaling more than 100,000 square feet under the Warehouse/Freight Movement use classification in the Light Industrial (IL) and Heavy Industrial (IH) zoning districts, as defined in Vancouver Municipal Code Title 20 or as otherwise allowed, such as by prior development agreement, based on certain findings of fact justifying this action and adopted by City Council, and establishing an immediate effective date.

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

Large Warehouse and Distribution Facilities: Proposed Moratorium

City Council Meeting
December 12, 2022

Bryan Snodgrass, Principal Planner
Community Development Dept.



Problem Statement

- Recent increase in development applications for very large warehouse and distribution facilities
- Appears to be a growing trend nationally in response to e-commerce
- Allowed in IL and IH zoning districts with no limit on size; mega-warehouses likely inconsistent with new climate action goals
- Consume large acreage sites with a very low employment per acre ratio
- Staff proposes an emergency 6-month* moratorium to evaluate and address identified impacts *Plus one six-month extension

National Context

- Warehouse capacity reportedly at a premium in U.S., with 96% in use
- Growth in e-commerce represents a fundamental shift in warehouse/ shipping logistics; larger facilities
- Estimated that U.S. needs 330 million square feet of warehouse space to meet e-commerce demand into 2025
- Despite recent post-Covid slump in e-commerce, there is “room to grow” from \$3.3 trillion today to \$5.4 trillion by 2026
- Some cities are growing concerned about long term land use impacts from “mega warehouses”

Local Conditions and Context

- Recent surge in permit applications for large scale warehouse and distribution centers
- 8 proposed projects have a total of 3.34 million s.f., occupying 205 acres
- While warehouses have a role in the local and regional economy, because they are typically a low skill and low employment/acre use they are not a high priority sector in the *Clark County Economic Development Plan*
- The size of these facilities and large number of proposals may foreclose opportunities for higher value sectors

Proposed Moratorium

- The surge in new large warehouse developments and national trends suggest that more such proposals will be forthcoming
- It is appropriate to enact a moratorium on new applications to allow time to study implications from this trend and recommend regulatory changes to city code as needed to address concerns
- State law allows for 6-month maximum moratoria on land uses (at a time); staff anticipates that one 6-month extension would be necessary

Next Steps

- A public hearing will be scheduled and held within 60 days of 12/12/22 (no later than the 2/6/2023 Council meeting), per state law
- Staff will present a work plan that describes the scope of the study, intended outcomes, public engagement, and timeline at the public hearing

Questions and Discussion

Bryan Snodgrass, Principal Planner

Community Development

bryan.snodgrass@cityofvancouver.us



Large Warehouses in Review Process

